



OPEN MEETING

REGULAR MEETING OF THE UNITED LAGUNA WOODS MUTUAL  
GOVERNING DOCUMENTS REVIEW COMMITTEE

Monday, February 25, 2019 – 1:30 p.m.  
Laguna Woods Village Community Center, Sycamore Room  
24351 El Toro Road, Laguna Woods, CA 92637

**NOTICE & AGENDA**

1. Call to Order
2. Acknowledgment of Media
3. Approval of the Agenda
4. Approval of the Report from January 28, 2019
5. Chair's Remarks
6. Member Comments (Items Not on the Agenda)

Consent:

*All matters listed under the Consent Calendar are considered routine and/or informational and will be enacted by the Committee by one motion. In the event that an item is removed from the Consent Calendar by members of the Committee, such item(s) shall be the subject of further discussion and action by the Committee.*

None.

Reports:

None.

Items for Discussion and Consideration:

7. Review and Discuss Updates to Possible Guarantor Agreement
8. Review and Discuss Possibility of Updating Co-Occupancy Permit to Allow Roommates
9. Review and Discuss the Private Caregiver Policy

Concluding Business:

10. Committee Member Comments
11. Future Agenda Items
12. Date of next meeting is March 25, 2019
13. Adjournment

Maggie Blackwell, Chair  
Siobhan Foster, Staff Officer



UNITED LAGUNA WOODS  
M U T U A L

**OPEN MEETING**

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GOVERNING DOCUMENTS REVIEW COMMITTEE**

Monday, January 28, 2019 – 1:30 PM  
Laguna Woods Village Community Center, Sycamore Room  
24351 El Toro Road, Laguna Woods, CA 92637

**MEMBERS PRESENT:** Maggie Blackwell – Chair, Andre Torng, Juanita Skillman, Anthony Liberatore, Advisors Bevan Strom and Mary Stone

**MEMBERS ABSENT:**

**OTHERS PRESENT:** Dick Rader, Cash Achrekar, Manuel Amendariz, Attorney Jeff Beaumont via phone, Sherri Davis

**STAFF PRESENT:** Siobhan Foster, Tim Moy, Susan McInerney, Pamela Bashline, Eve Morton, Christine Spahr, Jeanne Chestnut

**REPORT**

**1. Call to Order**

Chair Blackwell called the meeting to order at 1:30 p.m.

**2. Acknowledgement of Press**

No press was present.

**3. Approval of the Agenda**

President Skillman moved to discuss agenda item #9 before #7 since several individuals from Staff were present to address that item. There were no objections. President Skillman then moved to approve the agenda, with this change. There were no objections.

**4. Approval of Report from the December 18, 2018, minutes**

Some Scribner's changes were discussed. Advisor Stone moved to approve the report, with the changes. There were no objections.

## 5. Chair's Remarks

None.

## 6. Member Comments (Items not on the agenda)

### Consent Calendar:

*All matters listed under the Consent Calendar are considered routine and will be enacted by the Committee by one motion. In the event that an item is removed from the Consent Calendar by members of the Committee, such item(s) shall be the subject of further discussion and action by the Committee.*

None.

### Reports:

None.

### Items for Discussion and Consideration:

## 7. Review and Discuss Community Property Issues

United Mutual attorney, Jeff Beaumont, stated that it is an estate planning issue in assessing whether the application process for Members should include community property issues. He recommended not including community property issues in the application process.

Discussion ensued.

The committee made some updates to the proposed resolution.

The committee was in unanimous support to move items #2 and #3 from the proposed resolution to the Financial Qualifications and to then move the amended resolution on to the Finance Committee.

*2. Regarding depreciation for rental properties, rental property depreciation should be consistently reported to the Corporation, as well as, to state and federal taxing entities. In general, Members are not required to recognize rental property depreciation during a given rental period. Members are required to "recapture" depreciation allowed or allowable when the property is sold. Accordingly, rental property depreciation is to be reported at the time of sale and, as such may be a taxable event, whether or not depreciation was claimed during the rental period.*

*3. Regarding capital gains, capital gains are not taken into consideration when considering whether an owner applicant meets the requisite income qualifications set forth in the Financial Qualifications Policy (rev. 5-23-18). Capital gains are profits from a sale of an asset,*

*or, otherwise the rise in value of an asset when it is sold, which triggers a taxable event. Capital gains are not considered for income qualifications because if an asset is not sold, then there is no realized capital gain.*

The committee was in unanimous support to amend the title of the resolution to "Community Property Consideration."

#### **8. Review and Discuss Possibility of Allowing Guarantors**

The committee reviewed Mr. Beaumont's draft of an updated Agreement for guarantors in the event that the Board decided to again allow guarantors.

President Skillman moved to accept the amended Personal Unconditional Continuing Guaranty and Security Agreement (Agreement) with the following changes and to then send it to the Finance Committee for review:

- Change "guarantors" to "guarantor" throughout Agreement.
- Add a definition of a guarantor to the Agreement.
- Add that a guarantor may only guarantee one unit in the Village to the Agreement
- Add to an internal procedure that the guarantor contact information will be verified annually.
- Add to an internal procedure that a guarantor will receive any late payment notices.

The committee was in unanimous support.

Mr. Beaumont agreed to make the updates.

#### **9. Review and Discuss Updating of the Caregivers Policy**

Ms. McInerney discussed some updates which were made to the Policy and passed out a flyer regarding "Types of Activities of Daily Living" (ADLs)

The committee discussed the updated Policy and requested some changes.

President Skillman made a motion to move this forward to the Board, with the changes requested by the committee. Director Achrekar seconded. The committee was in unanimous support.

#### Concluding Business:

#### **10. Committee Member Comments**

Several comments were made.

**11. Future Agenda Items**

Discuss and consider modifying the Co-Occupancy Agreement to allow renters.

**12. Date of next meeting is February 25, 2019**

**13. Adjournment at 3:45 p.m.**

**DRAFT**

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Maggie Blackwell, Chair

# UNITED LAGUNA WOODS MUTUAL

## RESOLUTION X-XX-XX

### ~~Policy Regarding Estate Planning Issues, i.e., Community Property Consideration, Rental Property Depreciation, Capital Gains Consideration~~

**WHEREAS**, United Laguna Woods Mutual (hereinafter “United” or “Corporation”), is a non-profit mutual benefit corporation, existing under and by virtue of the laws of the State of California, organized for the purpose of providing its Members with housing on a cooperative non-profit basis pursuant to the provisions set forth in its Articles of Incorporation and Bylaws and Board Resolutions (collectively referred to as the “Governing Documents”);

**WHEREAS**, the Corporation’s Amended and Restated Bylaws (“Bylaws”) provides the purpose of the Corporation is to, among other things, “manage, maintain, preserve, and administer the business of a common interest development, specifically, a stock cooperative”;

**WHEREAS**, the Bylaws provide that the Board of Directors of the Corporation is responsible for managing the business and affairs and exercising all corporate powers of the Corporation;

**WHEREAS**, United is a stock cooperative wherein each shareholder-member is granted the right to occupy a specific unit pursuant to an Occupancy Agreement together with ownership of one share in the cooperative, provided each shareholder-member meets the financial qualifications set forth in the Financial Qualifications Policy (rev. 5-23-18);

**WHEREAS**, the Board of Directors desires consistent policies regarding community property consideration, reporting rental property depreciation, and capital gains consideration;

**NOW, THEREFORE**, be it resolved that the following resolution is adopted by the Board of Directors:

1. Regarding community property, as set forth in the Financial Qualifications Policy (rev. 5-23-18) marital community property, except between the parties, is excluded from assets to be considered in order to meet financial qualifications. Likewise, community property is not considered if a prospective member is purchasing a unit as his/her sole property. Consideration of community property assets or community property contributions to purchase a unit albeit as sole property may transmute the intended sole property into community property.

2. ~~Regarding depreciation for rental properties, rental property depreciation should be consistently reported to the Corporation, as well as, to state and federal taxing entities. In general, members are not required to recognize rental property depreciation during a given rental period. Members are required to “recapture” depreciation allowed or allowable when the~~

~~property is sold. Accordingly, rental property depreciation is to be reported at the time of sale and, as such may be a taxable event, whether or not depreciation was claimed during the rental period.~~

~~3. Regarding capital gains, capital gains are not taken into consideration when considering whether an owner meets the requisite income qualifications set forth in the Financial Qualifications Policy (rev. 5-23-18). Capital gains are profits from a sale of an asset, or, otherwise the rise in value of an asset when it is sold, which triggers a taxable event. Capital gains are not considered for income qualifications because if an asset is not sold, then there is no realized capital gain.~~

**BE IT FURTHER RESOLVED**, that the officers, directors and agents of this Corporation are authorized to carry out the purpose of this Resolution.

**UNITED LAGUNA WOODS MUTUAL**

By: \_\_\_\_\_  
Print Name  
Its: President

Dated: \_\_\_\_\_

**UNITED LAGUNA WOODS MUTUAL**

By: \_\_\_\_\_  
Print Name  
Its: Secretary

**CERTIFICATE OF SECRETARY**

I, the undersigned, being the duly elected and acting Secretary of **UNITED LAGUNA WOODS MUTUAL, a California Non-Profit Mutual Benefit Corporation**, do hereby certify that the foregoing Resolution was adopted on \_\_\_\_\_, 2019.

This Certificate is executed under penalty of perjury on \_\_\_\_\_, 2019, in \_\_\_\_\_, California.

**UNITED LAGUNA WOODS MUTUAL**

\_\_\_\_\_

By: \_\_\_\_\_, Secretary

DRAFT

**PERSONAL UNCONDITIONAL CONTINUING  
GUARANTY & SECURITY AGREEMENT**

MANOR UNIT NO.

This Personal Unconditional Continuing Guaranty and Security Agreement (hereinafter "Guaranty") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the undersigned, individually, jointly and severally if more than one (hereinafter individually and collectively the "Guarantor"), whose address(es) appear below their signatures hereon, to and for the benefit of: \_\_\_\_\_ ("Member") and United Laguna Woods Mutual, a California nonprofit mutual benefit corporation (hereinafter the "Corporation" or "United" and/or "Corporation").

For purposes of this Guaranty, "Guarantor" is the undersigned who guarantees to pay for the Member's debt and/or obligations if he or she should default or otherwise fail to pay his or her debt and/or obligations to United.

The undersigned Guarantor may only guarantee one (1) unit in the Village. For purposes of this Guaranty, Village means Third Laguna Hills, United Laguna Woods, and The Towers.

In consideration of the mutual covenants and agreements herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor warrants to, and covenants with, United as follows:

**1. Personal Unconditional Continuing Guaranty**

Guarantor, individually, jointly and severally, unconditionally and absolutely guarantees the due and punctual payment of the Indebtedness, as hereinafter defined (without deduction for any claim, setoff or counterclaim of Guarantor, or for the loss of contribution of a co-guarantor, if any) of (~~hereinafter called "Members"~~) Members to the Corporation, on demand in lawful money of the United States. The term "Indebtedness" is used herein in its most comprehensive sense and includes the Monthly Carrying Charge payable by the Members to the Corporation, all assessments levied in the name of the Corporation pursuant to the applicable Declaration of Covenants, Conditions and Restrictions, Occupancy Agreement, Bylaws or other governing documents of the Corporation, and California law, all as now existing or as may be hereafter amended, any and all advances, debts, obligations and liabilities of Members or any one or more of them, now or hereafter made, incurred or created, whether voluntary or involuntary, and however arising, whenever due, and whether absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether Members may be liable individually or jointly with others, or whether recovery upon such indebtedness may be or hereafter become barred by any statute of limitations, or whether such indebtedness may be or hereafter becomes otherwise unenforceable.

The obligation of Guarantor is a primary, continuing and unconditional obligation of payment and performance. This Guaranty shall be effective regardless of the solvency or insolvency of Guarantor at any time or the subsequent incorporation, reorganization, merger or consolidation of Guarantor, or any other change in composition, nature, personnel, ownership or location of Guarantor.

The obligations of Guarantor herein cannot be assigned or transferred in any manner whatever, directly or indirectly, by operation of law or otherwise, without the prior written consent of the Corporation, which consent may be withheld in any circumstances. However, Guarantor agrees that this Guaranty shall inure to the benefit of and may be enforced by the Corporation and by any subsequent holder or assigned of any and all of the Indebtedness and shall be binding upon and enforceable against Guarantor and Guarantor's executors, administrators, legal representatives, successors and assigns.

The obligations hereunder are joint and several, and independent of the obligations of Members. A separate action or actions may be brought and prosecuted by Corporation against GuarantorsGuarantor whether action is brought against Members or whether Members be joined in any such action or actions; and GuarantorsGuarantor waive the benefit of any statute of limitations affecting their liability hereunder or the enforcement thereof.

GuarantorsGuarantor authorizes Corporation, without notice or demand and without affecting GuarantorsGuarantor's liability hereunder, from time to time to (a) renew, compromise, extend, accelerate, or otherwise change the time for payment of, or otherwise change the terms of the Indebtedness or any part thereof, including increase or decrease the rate of interest thereon; (b) take and hold security for the payment of this guaranty or the Indebtedness guaranteed, and exchange, enforce, waive and release any such security; (c) apply such security and direct the order or manner of sale thereof as Corporation in its discretion may determine; and (d) release or substitute any one or more of the endorsers or GuarantorsGuarantor. Corporation may, without notice, assign this Guaranty in whole or part. Without limiting the foregoing, GuarantorsGuarantor hereby waives the rights and benefits under California Civil Code ("CC") Section 2819, and agree that GuarantorsGuarantor's liability shall continue even if Corporation allows any Indebtedness of Members in

any respect or Corporation's remedies or rights against Members are in any way impaired or suspended without the Corporation's consent.

~~Guarantors~~Guarantor waives any right to require Corporation to (a) proceed against Members; (b) proceed against or exhaust any security held from Members; or (c) pursue any other remedy in Corporation's power whatsoever. ~~Guarantors~~Guarantor waives any defense arising by reason of any disability or other defense of Members or by reason of the cessation from any cause whatsoever of the liability of Members. Until all Indebtedness of Members to Corporation shall have been paid in full, even though such Indebtedness is in excess of Guarantor's liability hereunder, ~~Guarantors~~Guarantor shall have no right of subrogation, and waive any right to enforce any remedy which Corporation now has or may hereafter have against Members, and waive any benefit of, and any right to participate in any security now or hereafter held by the Corporation. ~~Guarantors~~Guarantor waives diligence and all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty and of the existence, creation, or incurring of new and additional Indebtedness. Notwithstanding, Guarantor will receive copies of Member's late payment notices.

~~Guarantors~~Guarantor agrees to pay reasonable attorneys' fees and all other costs and expenses which may be incurred by Corporation in the enforcement of this Guaranty or any attempts to collect any of the obligations of Member whether or not Corporation files suit against Member and Guarantor.

In all cases where there is but a single Member or a single Guarantor, then all words used herein in the plural shall be deemed to have been used in the singular where the context and construction so require; and when there is more than one Member named herein, or when this Guaranty is executed by more than one Guarantor, the word "Members" and the word "Guarantors" respectively shall mean all and any one or more of them.

All obligations of ~~Guarantors~~Guarantor shall be performed at Laguna Woods, California. The Corporation may, from time to time, change or modify any obligation between Member and the Corporation in any manner it may deem fit and such change shall not affect the liability of ~~Guarantors~~Guarantor in any manner. ~~Guarantors~~Guarantor further waives any and all defenses of every kind which may be available by reason of any disability or defense of the Member.

~~Guarantors~~Guarantor further waives all right to require the Corporation to proceed against the Member or any other person, firm or corporation, or to pursue any other remedy available to the Corporation. All rights of the Corporation herein or otherwise shall be cumulative and no exercise, delay in exercising, or omission to exercise any right of the Corporation shall be deemed a waiver and every right of this Corporation may be exercised repeatedly. Any and all property of the undersigned, whether community or separate or otherwise, may be applied to the payment of any obligation arising hereunder.

## **2. Security Interest; Financial Information**

Guarantor hereby grants to United a continuing first priority security interest in and to all Guarantor's assets set forth on the attached Exhibit A ("Secured Collateral"). Guarantor authorizes United to cause UCC financing statements to be filed, UCC financing statement amendments and UCC financing statement continuation statements with respect to the Secured Collateral. The collateral in which a security interest is hereby granted includes all of the rights, titles, and interests of Guarantor in and to the Secured Collateral.

Guarantor hereby authorizes United to cause at any time and from time to time filing in any filing office in any jurisdiction any initial financing statements and/or any amendments thereto required to perfect or continue the perfection in the security interests granted hereby, including financing statements that: (a) indicate the Secured Collateral as being of an equal or lesser scope or with greater detail and (b) provide any other information required by Part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Guarantor is an organization, the type of organization and any organizational identification number issued to Guarantor. Guarantor hereby authorizes United at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming Guarantor as debtor and United as secured party. United is hereby authorized to give notice to any creditor or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or enforce the security interest granted to United in the Secured Collateral.

United may on an annual basis verify Guarantor's financial information provided to United pursuant to this Guaranty.

## **3. Requirement of Guaranty**

Guarantor is executing and delivering this Guaranty in order to induce United to enter into an Occupancy Agreement and accept a Shareholder Application with Member. Guarantor acknowledges, agrees, represents and warrants that Guarantor benefits from same and that such benefit is sufficient consideration for the entry of Guarantor into this Guaranty.

IN WITNESS WHEREOF, this Guaranty has been duly executed and delivered as of the date first written above.

Signatures to follow

Guarantor

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

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

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

Guarantor

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

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

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

Accepted.

United Laguna Woods Mutual

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

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

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

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

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

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

Exhibit A

Secured Collateral

Asset(s), Asset Location (i.e., Bank account, Bank Account Number, Name of bank; or Real property, Real property address)	Guarantor Name	Ownership Interest

**PERSONAL UNCONDITIONAL CONTINUING  
GUARANTY & SECURITY AGREEMENT**

MANOR UNIT NO.

This Personal Unconditional Continuing Guaranty and Security Agreement (hereinafter "Guaranty") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the undersigned, individually, jointly and severally if more than one (hereinafter individually and collectively the "Guarantor"), whose address(es) appear below their signatures hereon, to and for the benefit of: \_\_\_\_\_ ("Member") and United Laguna Woods Mutual, a California nonprofit mutual benefit corporation (hereinafter the "Corporation" or "United" and/or "Corporation").

For purposes of this Guaranty, "Guarantor" is the undersigned who guarantees to pay for the Member's debt and/or obligations if he or she should default or otherwise fail to pay his or her debt and/or obligations to United.

The undersigned Guarantor may only guarantee one (1) unit in the Village. For purposes of this Guaranty, Village means Third Laguna Hills, United Laguna Woods, and The Towers.

In consideration of the mutual covenants and agreements herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor warrants to, and covenants with, United as follows:

**1. Personal Unconditional Continuing Guaranty**

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The obligation of Guarantor is a primary, continuing and unconditional obligation of payment and performance. This Guaranty shall be effective regardless of the solvency or insolvency of Guarantor at any time or the subsequent incorporation, reorganization, merger or consolidation of Guarantor, or any other change in composition, nature, personnel, ownership or location of Guarantor.

The obligations of Guarantor herein cannot be assigned or transferred in any manner whatever, directly or indirectly, by operation of law or otherwise, without the prior written consent of the Corporation, which consent may be withheld in any circumstances. However, Guarantor agrees that this Guaranty shall inure to the benefit of and may be enforced by the Corporation and by any subsequent holder or assigned of any and all of the Indebtedness and shall be binding upon and enforceable against Guarantor and Guarantor's executors, administrators, legal representatives, successors and assigns.

The obligations hereunder are joint and several, and independent of the obligations of Members. A separate action or actions may be brought and prosecuted by Corporation against GuarantorsGuarantor whether action is brought against Members or whether Members be joined in any such action or actions; and GuarantorsGuarantor waive the benefit of any statute of limitations affecting their liability hereunder or the enforcement thereof.

GuarantorsGuarantor authorizes Corporation, without notice or demand and without affecting GuarantorsGuarantor's liability hereunder, from time to time to (a) renew, compromise, extend, accelerate, or otherwise change the time for payment of, or otherwise change the terms of the Indebtedness or any part thereof, including increase or decrease the rate of interest thereon; (b) take and hold security for the payment of this guaranty or the Indebtedness guaranteed, and exchange, enforce, waive and release any such security; (c) apply such security and direct the order or manner of sale thereof as Corporation in its discretion may determine; and (d) release or substitute any one or more of the endorsers or GuarantorsGuarantor. Corporation may, without notice, assign this Guaranty in whole or part. Without limiting the foregoing, GuarantorsGuarantor hereby waives the rights and benefits under California Civil Code ("CC") Section 2819, and agree that GuarantorsGuarantor's liability shall continue even if Corporation allows any Indebtedness of Members in

any respect or Corporation's remedies or rights against Members are in any way impaired or suspended without the Corporation's consent.

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~~Guarantors~~Guarantor agrees to pay reasonable attorneys' fees and all other costs and expenses which may be incurred by Corporation in the enforcement of this Guaranty or any attempts to collect any of the obligations of Member whether or not Corporation files suit against Member and Guarantor.

In all cases where there is but a single Member or a single Guarantor, then all words used herein in the plural shall be deemed to have been used in the singular where the context and construction so require; and when there is more than one Member named herein, or when this Guaranty is executed by more than one Guarantor, the word "Members" and the word "Guarantors" respectively shall mean all and any one or more of them.

All obligations of ~~Guarantors~~Guarantor shall be performed at Laguna Woods, California. The Corporation may, from time to time, change or modify any obligation between Member and the Corporation in any manner it may deem fit and such change shall not affect the liability of ~~Guarantors~~Guarantor in any manner. ~~Guarantors~~Guarantor further waives any and all defenses of every kind which may be available by reason of any disability or defense of the Member.

~~Guarantors~~Guarantor further waives all right to require the Corporation to proceed against the Member or any other person, firm or corporation, or to pursue any other remedy available to the Corporation. All rights of the Corporation herein or otherwise shall be cumulative and no exercise, delay in exercising, or omission to exercise any right of the Corporation shall be deemed a waiver and every right of this Corporation may be exercised repeatedly. Any and all property of the undersigned, whether community or separate or otherwise, may be applied to the payment of any obligation arising hereunder.

## **2. Security Interest; Financial Information**

Guarantor hereby grants to United a continuing first priority security interest in and to all Guarantor's assets set forth on the attached Exhibit A ("Secured Collateral"). Guarantor authorizes United to cause UCC financing statements to be filed, UCC financing statement amendments and UCC financing statement continuation statements with respect to the Secured Collateral. The collateral in which a security interest is hereby granted includes all of the rights, titles, and interests of Guarantor in and to the Secured Collateral.

Guarantor hereby authorizes United to cause at any time and from time to time filing in any filing office in any jurisdiction any initial financing statements and/or any amendments thereto required to perfect or continue the perfection in the security interests granted hereby, including financing statements that: (a) indicate the Secured Collateral as being of an equal or lesser scope or with greater detail and (b) provide any other information required by Part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Guarantor is an organization, the type of organization and any organizational identification number issued to Guarantor. Guarantor hereby authorizes United at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming Guarantor as debtor and United as secured party. United is hereby authorized to give notice to any creditor or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or enforce the security interest granted to United in the Secured Collateral.

United may on an annual basis verify Guarantor's financial information provided to United pursuant to this Guaranty.

## **3. Requirement of Guaranty**

Guarantor is executing and delivering this Guaranty in order to induce United to enter into an Occupancy Agreement and accept a Shareholder Application with Member. Guarantor acknowledges, agrees, represents and warrants that Guarantor benefits from same and that such benefit is sufficient consideration for the entry of Guarantor into this Guaranty.

IN WITNESS WHEREOF, this Guaranty has been duly executed and delivered as of the date first written above.

Signatures to follow

Guarantor

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

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

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

Guarantor

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

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

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

Accepted.

United Laguna Woods Mutual

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

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

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

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

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

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

Exhibit A

Secured Collateral

Asset(s), Asset Location (i.e., Bank account, Bank Account Number, Name of bank; or Real property, Real property address)	Guarantor Name	Ownership Interest

<b>PERSONAL UNCONDITIONAL CONTINUING GUARANTY &amp; SECURITY AGREEMENT</b>	<b>UNIT NO.</b>
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**1. Personal Unconditional Continuing Guaranty**

Guarantor, individually, jointly and severally, unconditionally and absolutely guarantees the due and punctual payment of the Indebtedness, as hereinafter defined (without deduction for any claim, setoff or counterclaim of Guarantor, or for the loss of contribution of a co-guarantor, if any) of Members to the Corporation, on demand in lawful money of the United States. The term "Indebtedness" is used herein in its most comprehensive sense and includes the Monthly Carrying Charge payable by the Members to the Corporation, all assessments levied in the name of the Corporation pursuant to the applicable Declaration of Covenants, Conditions and Restrictions, Occupancy Agreement, Bylaws or other governing documents of the Corporation, and California law, all as now existing or as may be hereafter amended, any and all advances, debts, obligations and liabilities of Members or any one or more of them, now or hereafter made, incurred or created, whether voluntary or involuntary, and however arising, whenever due, and whether absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether Members may be liable individually or jointly with others, or whether recovery upon such indebtedness may be or hereafter become barred by any statute of limitations, or whether such indebtedness may be or hereafter becomes otherwise unenforceable.

The obligation of Guarantor is a primary, continuing and unconditional obligation of payment and performance. This Guaranty shall be effective regardless of the solvency or insolvency of Guarantor at any time or the subsequent incorporation, reorganization, merger or consolidation of Guarantor, or any other change in composition, nature, personnel, ownership or location of Guarantor.

The obligations of Guarantor herein cannot be assigned or transferred in any manner whatever, directly or indirectly, by operation of law or otherwise, without the prior written consent of the Corporation, which consent may be withheld in any circumstances. However, Guarantor agrees that this Guaranty shall inure to the benefit of and may be enforced by the Corporation and by any subsequent holder or assigned of any and all of the Indebtedness and shall be binding upon and enforceable against Guarantor and Guarantor's executors, administrators, legal representatives, successors and assigns.

The obligations hereunder are joint and several, and independent of the obligations of Members. A separate action or actions may be brought and prosecuted by Corporation against Guarantor whether action is brought against Members or whether Members be joined in any such action or actions; and Guarantor waive the benefit of any statute of limitations affecting their liability hereunder or the enforcement thereof.

Guarantor authorizes Corporation, without notice or demand and without affecting Guarantor's liability hereunder, from time to time to (a) renew, compromise, extend, accelerate, or otherwise change the time for payment of, or otherwise change the terms of the Indebtedness or any part thereof, including increase or decrease the rate of interest thereon; (b) take and hold security for the payment of this guaranty or the Indebtedness guaranteed, and exchange, enforce, waive and release any such security; (c) apply such security and direct the order or manner of sale thereof as Corporation in its discretion may determine; and (d) release or substitute any one or more of the endorsers or Guarantor. Corporation may, without notice, assign this Guaranty in whole or part. Without limiting the foregoing, Guarantor hereby waives the rights and benefits under California Civil Code ("CC") Section 2819, and agree that Guarantor's liability shall continue even if Corporation allows any Indebtedness of Members in any respect or Corporation's remedies or rights against Members are in any way impaired or suspended without the Corporation's consent.

Guarantor waives any right to require Corporation to (a) proceed against Members; (b) proceed against or exhaust any security held from Members; or (c) pursue any other remedy in Corporation's power whatsoever. Guarantor waives any defense arising by reason of any disability or other defense of Members or by reason of the cessation from any cause whatsoever of the liability of Members. Until all Indebtedness of Members to Corporation shall have been paid in full, even though such Indebtedness is in excess of Guarantor's liability hereunder, Guarantor shall have no right of subrogation, and waive any right to enforce any remedy which Corporation now has or may hereafter have against Members, and waive any benefit of, and any right to participate in any security now or hereafter held by the Corporation. Guarantor waives diligence and all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty and of the existence, creation, or incurring of new and additional Indebtedness. Notwithstanding, Guarantor will receive copies of Member's late payment notices.

Guarantor agrees to pay reasonable attorneys' fees and all other costs and expenses which may be incurred by Corporation in the enforcement of this Guaranty or any attempts to collect any of the obligations of Member whether or not Corporation files suit against Member and Guarantor.

In all cases where there is but a single Member or a single Guarantor, then all words used herein in the plural shall be deemed to have been used in the singular where the context and construction so require; and when there is more than one Member named herein, or when this Guaranty is executed by more than one Guarantor, the word "Members" and the word "Guarantors" respectively shall mean all and any one or more of them.

All obligations of Guarantor shall be performed at Laguna Woods, California. The Corporation may, from time to time, change or modify any obligation between Member and the Corporation in any manner it may deem fit and such change shall not affect the liability of Guarantor in any manner. Guarantor further waives any and all defenses of every kind which may be available by reason of any disability or defense of the Member.

Guarantor further waives all right to require the Corporation to proceed against the Member or any other person, firm or corporation, or to pursue any other remedy available to the Corporation. All rights of the Corporation herein or otherwise shall be cumulative and no exercise, delay in exercising, or omission to exercise any right of the Corporation shall be deemed a waiver and every right of this Corporation may be exercised repeatedly. Any and all property of the undersigned, whether community or separate or otherwise, may be applied to the payment of any obligation arising hereunder.

## **2. Security Interest; Financial Information**

Guarantor hereby grants to United a continuing first priority security interest in and to all Guarantor's assets set forth on the attached Exhibit A ("Secured Collateral"). Guarantor authorizes United to cause UCC financing statements to be filed, UCC financing statement amendments and UCC financing statement continuation statements with respect to the Secured Collateral. The collateral in which a security interest is hereby granted includes all of the rights, titles, and interests of Guarantor in and to the Secured Collateral.

Guarantor hereby authorizes United to cause at any time and from time to time filing in any filing office in any jurisdiction any initial financing statements and/or any amendments thereto required to perfect or continue the perfection in the security interests granted hereby, including financing statements that: (a) indicate the Secured Collateral as being of an equal or lesser scope or with greater detail and (b) provide any other information required by Part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Guarantor is an organization, the type of organization and any organizational identification number issued to Guarantor. Guarantor hereby authorizes United at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming Guarantor as debtor and United as secured party. United is hereby authorized to give notice to any creditor or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or enforce the security interest granted to United in the Secured Collateral.

United may on an annual basis verify Guarantor's financial information provided to United pursuant to this Guaranty.

## **3. Requirement of Guaranty**

Guarantor is executing and delivering this Guaranty in order to induce United to enter into an Occupancy Agreement and accept a Shareholder Application with Member. Guarantor acknowledges, agrees, represents and warrants that

Guarantor benefits from same and that such benefit is sufficient consideration for the entry of Guarantor into this Guaranty.

IN WITNESS WHEREOF, this Guaranty has been duly executed and delivered as of the date first written above.

Signatures to follow

Guarantor

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

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

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

Guarantor

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

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

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

Accepted.

United Laguna Woods Mutual

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

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

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

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

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

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

Exhibit A

Secured Collateral

Asset(s), Asset Location (i.e., Bank account, Bank Account Number, Name of bank; or Real property, Real property address)	Guarantor Name	Ownership Interest



## Application for Co-Occupancy Permit Check List

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- Please print legibly on your Application**
  
- Shareholder(s) and Co-Occupant(s)**
  1. “*Owner/Co-Occupant Acknowledgments*” No Rent Paid or Collected section must be initialed
  2. Sign, date, and write in current phone numbers
  3. Copies of driver’s license or government issued photo ID
  4. Aware of 3<sup>rd</sup> Party Fee (if applicable)
  5. “*Owner/Co-Occupant Acknowledgments*” To Reside? Please check Yes or No
  
- Shareholder(s) applying for Occupancy or Co-Occupant(s)**
  1. Credit Report with FICO Score
  2. Background Check
  3. Proof of Income – JUST PROVIDE ONE OF THE FOLLOWING: (Social Security Benefits Statement, Bank Statements, Pension Statements, Annuities Statement, etc.)
  4. Contact Information Form & Emergency Notification Record

Revised 1/22/2019



## Application for Co-occupancy Permit

Manor address

Attach verification of valid age: Driver's license / passport / birth certificate / military ID						
1.	Last name	First name	MI	Social Security No.	Birthdate	<i>Office use only</i>
	Home phone	Mobile phone		Email		
	Marital Status	<input type="checkbox"/> Married <input type="checkbox"/> Divorced	<input type="checkbox"/> Widowed <input type="checkbox"/> Separated	<input type="checkbox"/> Single	If under 45 years of age, indicate if spouse/registered domestic partner <input type="checkbox"/>	

2.	Last name	First name	MI	Social Security No.	Birthdate	<i>Office use only</i>
	Home phone	Mobile phone		Email		
	Marital Status	<input type="checkbox"/> Married <input type="checkbox"/> Divorced	<input type="checkbox"/> Widowed <input type="checkbox"/> Separated	<input type="checkbox"/> Single	If under 45 years of age, indicate if spouse/registered domestic partner <input type="checkbox"/>	
Applicant relationship to member		Previous address			City	State Zip
In case of emergency, notify		Relationship to applicant	Address		Telephone number	

**Member/Co-occupant acknowledgements**

We hereby apply for approval for the applicant to reside in the unit identified above as a nonmember occupant and affirm that the information provided herein is accurate to the best of our knowledge. We have read the terms and conditions for such occupancy on the reverse side of this application and agree to be bound by the terms therein. We have received a copy of the notice informing us of the possible existence of asbestos in certain buildings.

We swear, under penalty of perjury, that there will not be a landlord-tenant relationship between member and occupant, and that no rents will be paid or collected during the duration of applicant's occupancy, unless a lease is executed through the Golden Rain Foundation (GRF) leasing office.

1. Co-occupant name (print)	Signature	Date	
2. Co-occupant name (print)	Signature	Date	
3. Member name (print)	Signature	Date	To reside? <input type="checkbox"/> Yes <input type="checkbox"/> No
4. Member name (print)	Signature	Date	To reside? <input type="checkbox"/> Yes <input type="checkbox"/> No

**Community Services Dept. use only**

Floorplan \_\_\_\_\_ No. bedrooms \_\_\_\_\_ No. of persons residing if permit is approved \_\_\_\_\_

ID card fees to be collected: \$ \_\_\_\_\_  Exempt (spouse/domestic partner status verified)

If applicant is under 55 years of age, indicate if qualifying resident has been verified.  Yes  No

Does the approval of this application exceed the number of persons permitted to occupy this unit?  Yes  No

Verified by: \_\_\_\_\_ Member's phone number \_\_\_\_\_

Action by mutual board of directors	
Application <b>denied</b>	Application <b>approved</b>
The board of directors of this mutual corporation has reviewed this application. Based on the information provided, <b>the application is denied.</b>	The board of directors of this mutual corporation has reviewed this application. Based on the information provided, <b>the application is approved.</b>
Signature	Signature
Signature	Signature
Signature	Signature
Date	Date

## Application for Co-occupancy Permit – Page 2

### Primary rules governing occupancy – Third Laguna Hills Mutual

The parties to this agreement are the mutual corporation, hereinafter referred to as “the mutual”; the member, hereinafter referred to as “member,” and whose signature appears on the reverse side of this application; and the applicant(s) for occupancy, hereinafter referred to as “co-occupant,” and whose signature appears on the reverse side of this application. In consideration of their mutual undertakings, the parties hereto agree as follows:

1. Co-occupant shall be entitled to occupy the unit indicated on the reverse side of this application.
2. Co-occupant and member affirm their intent that the co-occupant will reside in this unit and that occupant is 45 years of age or older, or is the spouse or registered domestic partner of the qualifying resident.
3. Co-occupant shall be entitled to the use and enjoyment of the facilities and services provided by the Golden Rain Foundation on the same basis as members of the foundation, but will have neither ownership nor voting rights in the foundation or any mutual.
4. Member shall be responsible for the conduct and deportment of the co-occupant.
5. Co-occupant shall be subject to the same rules, regulations and restrictions that are applicable to the member, except with respect to payment of carrying charges. If co-occupant ever shall become the legal or equitable owner of the membership, co-occupant will apply for membership in the mutual in the form generally used by the mutual and will pay all amounts due pursuant to the CC&R's.
6. Member and co-occupant shall be equally responsible for payment of any charges incurred by co-occupant in respect to service provided by Golden Rain Foundation or the mutual.
7. Member agrees to pay to the mutual an additional sum each month for each occupant of the unit in excess of two, at the rate prescribed by the mutual and/or GRF.
8. Members shall be responsible for canceling the co-occupancy status and returning co-occupant's ID card and vehicle decal when occupant ceases to reside in the unit.
9. Any party may terminate this agreement at any time upon 30 days written notice to the other parties to this agreement.
10. In order to induce mutual to execute this agreement, the other parties agree that they have no rights against mutual as a direct or indirect result of the execution of this agreement, and in the event that there are any expenses incurred by the mutual to enforce the terms of this agreement, or to remove or take other action, or to defend any action relative to member or co-occupant, as a direct or indirect result of this agreement, member and co-occupant agree to hold the mutual harmless from and to pay all costs or expenses incurred by mutual, including, but not limited to, attorney's fees, court costs or related expenses.
11. Co-occupant(s) affirm that they have not been convicted of a felony within the past 20 years, nor a misdemeanor involving moral turpitude within the past five years.
12. Guests may stay a maximum of 60 days per year, and **only while the qualifying senior resident is in residence.**

### Notice to members and applicants

Approval of this application by the mutual, in and of itself, does not confer any right on the co-occupant other than the revocable right to occupy the unit named on the reverse of this form. As indicated, both member and mutual generally have the right to terminate occupant status at any time, without cause, provided, however, that Section 51.3 of the California Civil Code may be interpreted to inhibit this right of termination in certain circumstances.



## Residency Restrictions Important Information – Please Read Carefully

Unit number: \_\_\_\_\_

Please note the following residency restrictions, including but not limited to:

**Initial(s)**

 

Laguna Woods Village is an independent-lifestyle and age-restricted community (as defined by California Civil Code §51.3) that does not provide any form of healthcare or assisted living. Each resident is responsible for his/her own care and welfare.

 

Appearance of the community is important, and residents are required to keep their balconies, patios, walkways and carports free from clutter.

 

When moving into the community, residents are required to break down and stack moving boxes next to trash dumpsters for routine pickup. Please be advised that there are weight and volume restrictions. Call Resident Services at 949-597-4600 to arrange to have excessive moving material hauled away as a chargeable service. When moving out of the community, the seller is responsible for hauling away excessive materials/furniture.

 

Members are required to check with Alterations before making any internal and external alteration. Alterations are prohibited without prior review and consent. Contact Alterations at 949-597-4616 or [alterations@vmsinc.org](mailto:alterations@vmsinc.org). Contractors' trash must not be put into community dumpsters.

 

Relatives and other guests may stay overnight for a total of 60 days in any 12-month period. Relatives and guests may not stay in a resident's home during the absence of the resident.

 

Board approval is required for all persons wishing to reside in the community. Contact Resident Services at 949-597-4600 before any change in residency status.

 

The maximum number of persons allowed to occupy a unit is equal to the number of original construction bedrooms plus one. There are additional monthly fees for more than two occupants.

 

Units may not be sublet for more than 12 months and not less than 90 days.

 

United is billed directly from the tax assessor and the shareholder/member reimburses the mutual through monthly assessments. Members of United are cautioned to prepare for property tax increases in monthly assessments.

I/We, the undersigned, have read the above and agree to comply with the rules of this Community.

1 Name (Print)	Signature	Date
2 Name (Print)	Signature	Date



**CONTACT INFORMATION FORM & EMERGENCY NOTIFICATION RECORD  
LAGUNA WOODS VILLAGE**

Please return completed form to Laguna Woods Village Community Center, Security Division,  
PO Box 2220, Laguna Woods, CA 92654-2220

**ONE INDIVIDUAL PER FORM - PLEASE PRINT ALL INFORMATION**

Manor # \_\_\_\_\_ Phone # \_\_\_\_\_ Resident I.D. # \_\_\_\_\_

Resident Name (1 only): \_\_\_\_\_ Date: \_\_\_\_\_

Manor is:  Owner Occupied  Leased

**NOTE: California Civil Code Section 4041 requires owners to provide annual written notice to the association of the following. This includes contact information of the legal representative, if any, including any person with power of attorney or other person who can be contacted in the event of an emergency or extended absence from the manor. Emergency contact information may be given to hospital personnel upon request.**

Doctor's Name: \_\_\_\_\_ Phone # \_\_\_\_\_

**Emergency Contact(s)**

Name: _____	Relationship: _____
Address: _____ / _____ / _____ / _____	Street Address City State Zip Code
Phone Numbers: _____ / _____ / _____	Home Phone Work Phone Cell Phone
Email: _____	

Name: _____	Relationship: _____
Address: _____ / _____ / _____ / _____	Street Address City State Zip Code
Phone Numbers: _____ / _____ / _____	Home Phone Work Phone Cell Phone
Email: _____	

**Attorney or Trustee Name:** (circle one or both) \_\_\_\_\_ Phone # \_\_\_\_\_

**Pet Care Contact Name:** \_\_\_\_\_ Phone # \_\_\_\_\_

**Special Circumstances (OPTIONAL):** Please check the conditions that apply to you:

- |  |  |
|--|--|
| <input type="checkbox"/> <b>TDD:</b> Telephone Device for the Deaf                         | <input type="checkbox"/> <b>VISION IMPAIRED</b>  |
| <input type="checkbox"/> <b>EMERGENCY RESPONSE DEVICE</b>                                  | <input type="checkbox"/> <b>HEARING IMPAIRED</b> |
| <input type="checkbox"/> <b>DEMENTIA</b> or Memory problems                                | <input type="checkbox"/> <b>NON-AMBULATORY</b>   |
| <input type="checkbox"/> <b>LIFE-SUPPORT SYSTEM</b> including oxygen or dialysis equipment |  |





## Notice

**To:** Employees, contractors employed by the Laguna Woods Village associations, members and prospective purchasers of dwelling units at Laguna Woods Village, Laguna Woods

**From:** Village Management Services Inc.

**Subject:** Disclosure notice: Laguna Woods Village buildings constructed with asbestos-containing construction materials

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Health & Safety Code 25915.2 and 25915.5 require the mutual to provide annual notice about the existence of asbestos-containing materials (ACM) in nonresidential public buildings in the mutual to all employees and contractors performing work within said buildings, and to all members of the mutual.

In addition, the mutual is required to disclose to new owners, within 15 days of acquiring title to a unit, the existence of asbestos-containing material in nonresidential public buildings within the mutual.

Village Management Services Inc., as employer, and as agent, for the associations that own or manage the buildings at Laguna Woods Village, Laguna Woods, for their members, hereby notifies all its employees, contractors and all mutual members and transferees, that some buildings within Laguna Woods Village have been surveyed and found to contain asbestos.

The analytical method used to determine asbestos content was polarized light microscopy/dispersion staining. Since the community has an active asbestos operations and maintenance program, testing is ongoing. Because of the high cost to conduct a complete asbestos survey and analysis of all buildings, surveys are conducted only upon repair, remodel, addition to or removal of a building or part of a building suspected to contain asbestos materials, as required by labor codes. The certificates of analysis for any testing received to date are available to employees, contractors, owners and tenants and transferees for review and photocopying from the Laguna Woods Village Human Resources/Safety Office, 24351 El Toro Road, Laguna Woods, CA., between 9 a.m. and 5 p.m., Monday through Friday.

The following buildings in Laguna Woods Village, Laguna Woods, were constructed prior to 1979 and thus *may* contain asbestos in one or more construction materials: All community facilities buildings (with the exception of Clubhouse 7, the mini-gym at Clubhouse 1, the broadband services building, the Laguna Woods Village Community Center, the vehicle maintenance building, and a portion of the warehouse—all constructed after 1979), including clubhouses and outbuildings, library, maintenance warehouse building, stables, gatehouses, garden center buildings, all detached laundry buildings and residential buildings numbers 1 through 5543 inclusive.

*Disclosure notice: Asbestos-containing construction materials continued on next page*

*Disclosure notice: Asbestos-containing construction materials continued from previous page*

At the time most of the buildings in Laguna Woods Village were constructed, asbestos-containing materials met local codes as well as state and federal regulations and were extensively used in *many* building products, including but not limited to: ceiling tile, floor tile/linoleum and mastic, textured wall surfaces, sprayed acoustical ceilings, fire doors, structural fireproofing, pipe/boiler insulation, attic insulation and heating duct material/insulation.

According to the National Cancer Institute and the Environmental Protection Agency, any asbestos in these materials does not present a threat to health so long as the asbestos is not disturbed and does not become airborne.

However, because breathing asbestos has been known in some instances to cause cancer and other forms of lung disease, sanding, scraping, drilling, sawing, crushing, tearing/breaking up or otherwise disturbing asbestos-containing materials presents a potential health risk. Therefore, you are directed not to perform such tasks in areas with ACM present or suspected unless the area/materials have been tested and found not to contain asbestos or if specifically assigned or contracted to do such work and it is in accordance with all federal, state, and local laws as well as internal guidelines called for in the asbestos operations and maintenance plan and other company safety and environmental policies and procedures.

Village Management Services Inc. employees whose work orders require them to construct, repair, maintain or otherwise disturb construction materials that may contain asbestos are hereby directed to follow the current regulations and policies noted above and to wear the required protective equipment, prior to performing such work. Questions concerning instructions and equipment should be directed to the HR/Safety Supervisor at 949-597-4321.

It is illegal to place asbestos materials or debris in Laguna Woods Village trash dumpsters. Such materials must be disposed of separately in accordance with state and county regulations to avoid fines. Contact the HR/Safety Supervisor at 949-597-4321 for details.

If you become aware of any asbestos-containing material becoming damaged or otherwise disturbed, please contact Laguna Woods Village Customer Service at 949-597-4600, or the HR/Safety Supervisor at 949-597-4321.

January 1, 2016  
Village Management Services Inc.



## STAFF REPORT

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**DATE:** February 12, 2019  
**FOR:** Board of Directors  
**SUBJECT:** Private Caregiver Policy

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### **RECOMMENDATION**

Approve the amended Private Caregiver Policy.

### **BACKGROUND**

On October 22 and November 26, 2018, the Governing Documents Review Committee reviewed and discussed the proposed amended policy. The Committee requested additional information and changes to the policy. On January 28, 2019, the United Governing Documents Review Committee had a final review of this Policy. The Committee voted to recommend the item for approval by the Board.

On February 14, 2017, the Board of Directors approved an amended Care Provider Policy to fairly and reasonably address home care aides that provide part-time, long-term, and terminal health services to residents. The amended policy included the following changes: registration with the California Department of Social Services (CDSS), finger printing, background checks, issuance of care provider photo identification (ID) cards and a requirement that care providers be registered for each resident receiving care (Resolution 01-17-28).

Since adoption of the amended policy, Staff has been approached by various residents who shared their concerns and challenges with the new requirements. These included, but were not limited to: the necessity of obtaining a physician's certification when non-medical service was needed; the cost of obtaining background and fingerprint clearance; emergency circumstances and quickly changing medical needs that could not reasonably wait for application processing; and request for licensed agency approval rather than individual caregivers.

The Community Services Division, Resident Service Department, coordinates the Care Provider Process. As of July 31, 2018, fewer than 125 care providers were registered.

### **DISCUSSION**

The purpose of the amendments (Attachment 1) is to address resident concerns and provide efficiencies. The proposed amendments maintain the requirement that all caregivers – whether private or agency employed – satisfy a background check, be fingerprinted and be registered with the CDSS.

Below is a breakdown of the recommended changes and justifications:

1. Clarification of Activities of Daily Living
  - a. Activities of Daily Living (ADL) are defined as a series of basic activities performed by individuals on a daily basis necessary for independent living at home or in the community. There are many variations on the definition of the activities of daily living, including, without limitations:
    - i. Personal hygiene – bathing/showering, grooming, nail care, and oral care

- ii. Dressing - the ability to make appropriate clothing decisions and physically dress/undress oneself
    - iii. Eating - the ability to feed oneself, though not necessarily the capability to prepare food
    - iv. Maintaining continence/toileting - both the mental and physical capacity to use a restroom, including the ability to get on and off the toilet and cleaning oneself
    - v. Transferring/Mobility/Ambulating - moving oneself from seated to standing, getting in and out of bed, and the ability to walk independently from one location to another
  - b. Instrumental Activities of Daily Living are not necessary for fundamental functioning, but they let an individual live independently in a Community.
    - i. Companionship and mental support
    - ii. Transportation and shopping
    - iii. Preparing meals
    - iv. Managing household
    - v. Managing medications and finances
    - vi. Communicating with others
2. Removal of Physicians Certification
- a. Only needed for medical care. i.e., home health care – physical or occupational therapy, hospice care, in-home supportive services (IHSS), all in-home care requiring insurance billing, etc.
  - b. A Physician will never refuse to sign if patient requests it. They would not want to open themselves to liability.
  - c. Requires residents to make an appointment with their physician, transport to/from appointment and is a chargeable service (co-pay) for a non-medical service wanted.
  - d. Residents requiring medical care at home will be treated by a licensed professional who can present proper identification to gain access to the Community. Typically, these are temporary short-term visits.
3. Family caregiver revision. Do not require a Private Caregiver Application for Permit for a family member(s) or any person(s) who is/are not living in the unit more than 60 days.
- a. Resident doesn't have to pay for services.
  - b. Issue a 60 day caregiver gate pass and/or overnight pass. (This would help track how long family member has been in the Community).
  - c. Require Private Caregiver Application for family member who lives in the unit more than 60 days in a calendar year.
  - d. As a Private Caregiver, this will reduce chances of family members becoming occupants.
4. Home Care Organization/Agency (HCO) exemption
- a. HCO's should be exempt from the process because HCO's have already performed background checks on their employed caregivers.
  - b. HCO's caregivers are required to be registered with the CDSS.
  - c. HCO's monitor their caregivers and are liable.
  - d. Issue a business pass to the HCO to provide to their caregivers.

5. Reduce Board review of all applications. Only submit Private Caregiver Applications to the Board when there are exceptions. If the application meets all requirements, allow Staff approval.
  - a. Reduces turnaround for The Resident and Private Caregiver.
  - b. Reduces the number of staff reports submitted by Resident Services.
  - c. Reduces number of applications reviewed by the Board.
  
6. Managing access to the Community.
  - a. Private Caregivers will be issued a picture ID card with expiration date. Thirty/sixty days prior to expiration, a letter can be sent to The Resident and/or the Private Caregiver notifying them that their ID is about to expire and needs to be renewed prior to the deadline.
  - b. Require ID's to be worn in plain sight while in the Community.
  - c. Private Caregivers will be issued a "Private Caregivers" gate pass and/or overnight parking pass, if needed.
  - d. Private Caregivers are only approved up to one year.
  - e. No Private Caregiver is allowed access to Village facilities without accompaniment of The Resident.

Additionally, the Application has been modified and simplified to avoid HIPPA related concerns. Individuals, whether seeking a homemaker or home health care aide, generally are sensitive about disclosing personal health needs.

The Social Services Division, Security Services Department, and Marketing and Communications Division, Office of the CEO, are collaborating to realize an ongoing educational campaign to promote the value of using only registered Caregivers and the importance of improved safety for all Village residents. A multi-pronged approach involving print, television, group and one-on-one meetings will be launched to reinforce the goals of the Private Caregiver Policy. Various touch points will be identified, evaluated and incorporated in the educational campaign.

### **FINANCIAL ANALYSIS**

None.

**Prepared By:** Pamela Bashline, Community Services Manager  
Susan McInerney, Social Services Manager

**Reviewed By:** Francis Rangel, Operations Manager  
Tim Moy, Chief of Security  
Siobhan Foster, Chief Executive Officer

### **ATTACHMENT(S)**

- Attachment 1 – Private Caregiver Policy
- Attachment 2 – Private Caregiver Application
- Attachment 3 – Instructions & Checklist for Hiring Private Caregiver
- Attachment 4 – Frequently Asked Questions
- Attachment 5 – Resolution 01-19-XX



## Private Caregiver Policy

### I. Purpose

The purpose of this document is to define the policy of United Laguna Woods Mutual (United) regarding individuals who provide care to Residents.

### II. Definitions

For the purposes of this policy:

- a. Activities of Daily Living (ADL) are defined as a series of basic activities performed by individuals on a daily basis necessary for independent living at home or in the community. There are many variations on the definition of the activities of daily living, including, without limitation:
  - i. Personal hygiene – bathing/showering, grooming, nail care, and oral care
  - ii. Dressing - the ability to make appropriate clothing decisions and physically dress/undress oneself
  - iii. Eating - the ability to feed oneself, though not necessarily the capability to prepare food
  - iv. Maintaining continence/toileting - both the mental and physical capacity to use a restroom, including the ability to get on and off the toilet and cleaning oneself
  - v. Transferring/Mobility/Ambulating - moving oneself from seated to standing, getting in and out of bed, and the ability to walk independently from one location to another
- b. Instrumental Activities of Daily Living are not necessary for fundamental functioning, but they let an individual live independently in a Community.
  - i. Companionship and mental support
  - ii. Transportation and shopping
  - iii. Preparing meals
  - iv. Managing household
  - v. Managing medications and finances
  - vi. Communicating with others
- c. Application is the form prescribed by United to apply for a Private Caregiver.
- d. Community is Laguna Woods Village.
- e. Community Facilities are defined as the facilities and services operated by the Golden Rain Foundation (GRF).
- f. Community Rules are defined as the Bylaws, Articles of Incorporation, Occupancy Agreement or any rules and regulations of United and of GRF.
- g. Golden Rain Foundation (GRF) – the non-profit mutual benefit corporation organized to manage and maintain the Community Facilities and services for the Community.
- h. A Live-In Private Caregiver is defined as an individual who will stay overnight for more than sixty (60) days in any twelve (12) month period, including individuals who are related to The Resident/Member.

- i. A Live-In Private Caregiver can be a family member, paid or not paid. All rules in the Private Caregiver Policy apply.
- j. Member is a person who has been approved by United as being entitled under the Governing Documents of United to membership in United and has an appurtenant right of membership in GRF.
- k. Private Caregiver, also known as a Home Care Aide or Care Provider, is a person who has been approved by United or authorized designee in writing on the basis of being a provider of primary caregiver support to The Resident. A Private Caregiver is a helper who assists an individual with activities of daily living or non-medical services. Non-medical home care is provided by caregivers. Unlike home health, caregivers are considered “non-clinical” and are not covered by insurance and does not need a physician order.
- l. Private Caregiver services include, but are not limited to, assistance with the following:
  - i. Activities of Daily Living as defined in Section II, a.
  - ii. Instrumental Activities of Daily Living as defined in Section II, b.
- m. An Affiliated Caregiver is a person who is employed by a licensed Home Care Organization/Agency (HCO) who provides homecare services to a Resident(s).
- n. A Private Caregiver is independent and is not employed by a HCO.
- o. In-Home Supportive Service (IHSS) Caregivers are part of the Medi-Cal program and required to adhere to this policy.
- p. Resident is defined as any person who has been approved by the Board of Directors for occupancy.

### III. Conditions

- a. Private Caregivers must be approved by the Board or authorized designee in writing prior to commencing support. Special circumstances may be granted.
- b. Private Caregivers must be 18 years old or older.
- c. Private Caregivers must be registered with the California Department of Social Services Home Care Services Bureau.
- d. Private Caregivers must provide a copy of a government issued photo ID with the application.
- e. Private Caregivers must provide a copy of their driver’s license, vehicle registration, and proof of vehicle insurance with the application if he/she will be operating a vehicle within Laguna Woods Village.
- f. A Private Caregiver Permit is approved for a period of up to one year. Residents are required to re-apply for approval.
- g. The total number of persons residing in a unit shall not exceed the number of bedrooms, plus one or no more than two persons in a one-bedroom unit; no more than three persons in a two-bedroom unit etc.
- h. Each Private Caregiver shall not have been convicted of a felony or a misdemeanor involving moral turpitude (e.g., fraud, perjury, criminal threats).
- i. The Member is responsible for the conduct of the Private Caregiver and shall ensure that he/she complies with all community rules, regulations, and policies.
- j. Upon approval by the Board or authorized designee, a gate pass shall be issued to the Private Caregiver that will permit gate access into the community. If a gate

- pass is supplied, it must be displayed on their car dashboard at all times. This pass may include an overnight parking pass when necessary.
- k. The Private Caregiver must wear in clear sight the Laguna Woods Village picture ID at all times.
  - l. The Private Caregiver's ID and gate pass may not be transferred or lent to anyone.
  - m. The Private Caregiver is authorized to use the Community Facilities only as necessarily incidental to provide support to The Resident.
  - n. Part-time Private Caregivers may only use the laundry facilities for The Resident's use. Live-In Private Caregivers may use the laundry facilities for their limited personal use and The Resident's use.
  - o. The Live-In Private Caregiver requires written permission from the Board of Directors to remain in the unit without The Resident only if both of the following are applicable:
    - i. The Resident is absent from the unit due to hospitalization or other necessary medical treatment and expects to return to the unit within 90 days from the date the absence began; and
    - ii. The Resident submits a written request desiring the Live-In Private Caregiver be allowed to remain in order to be present when The Resident returns to reside in the unit. [Civil Code §51.11.b.7]
  - p. Private Caregivers are not permitted to bring family members, pets or guests into the Community. The sole purpose of the Private Caregiver is to provide care for The Resident.
  - q. The Resident must surrender the Private Caregiver ID and vehicle pass to the Resident Services Department at the conclusion of the care service or be subject to charges.
  - r. The Private Caregiver shall meet all applicable GRF requirements relating to operating a motor vehicle within the community.
  - s. All Caregivers employed by a licensed Home Care Organization/Agency (HCO) are required to obtain a business pass.
  - t. A person living in the residence to provide short term care must obtain a sixty (60) day Caregiver pass. Any person providing care beyond sixty (60) days must adhere to the Private Caregiver Policy.
  - u. If applicant employs an In Home Supportive Services (IHSS) Caregiver and receives any correspondence related to ineligibility or violations that have occurred involving Caregiver, the applicant must notify the Resident Services Department immediately.

#### **IV. Enforcement**

United is authorized to take disciplinary action against a Member whose is found in violation of the Private Caregiver Policy. When a violation occurs, the Board of Directors is obligated to evaluate and impose, if appropriate, Member-discipline as set forth in the Governing Documents. The Board has the authority to impose monetary fines, suspend Member privileges, and/or bring forth legal action. The Member is entirely responsible for ensuring that the Community Rules and policies are followed by anyone they allow into the Community.

- a. The Member and Private Caregiver must read and agree to comply with and be bound by all the Governing Documents and the Community Rules.
- b. Nothing contained herein shall relieve Member of the performance of any obligation owed to United and/or GRF under the Governing Documents.

#### **V. Procedures**

- a. The Resident must complete and submit "Application for Private Caregiver Permit" for review. The Application is available for download at [www.lagunawoodsvillage.com](http://www.lagunawoodsvillage.com) or upon request from the Resident Services Department.
- b. Application can be submitted to the Resident Services Department located in the Laguna Woods Village Community Center.
- c. Upon receipt of an Application, the Resident Services Department will research whether the Member and/or Private Caregiver has received notices of violations or has any outstanding Charges and Assessments before approval of the application.
- d. The Board or authorized designee will review the application and approve or deny request.
- e. The Resident Services Department will notify The Resident of the results within 10 business days. Special circumstances may be granted.
- f. The Resident Service Department hours of operation are Monday-Friday, 8:00 AM to 5:00 PM, phone number 949-597-4600.
- g. Mailing address is P.O. Box 2220, Laguna Hills, CA 92654-2220.

**ATTACHMENT 2**



**Private Caregiver  
Application for Permit**

<input type="checkbox"/> UNITED <input type="checkbox"/> THIRD  UNIT # _____
---

Return completed application to: Resident Services Department – 240, 24351 El Toro Road, Laguna Woods, CA 92637; Phone: 949-597-4600, email: [residentservices@vmsinc.org](mailto:residentservices@vmsinc.org)

Resident Information			
Name:		<input type="checkbox"/> Member <input type="checkbox"/> Occupant	
Address:			
Telephone:		Cell Phone:	
Email:			
What is the expected schedule of the Private Caregiver? <input type="checkbox"/> Day time only <input type="checkbox"/> Night time only <input type="checkbox"/> 24 Hours – no. of days per week:			
What is the service the Private Caregiver is expected to provide? (check all that apply)			
<input type="checkbox"/> Personal Hygiene (bathing)	<input type="checkbox"/> Companionship & Mental Support		
<input type="checkbox"/> Continence Management	<input type="checkbox"/> Transportation & Shopping		
<input type="checkbox"/> Dressing	<input type="checkbox"/> Preparing Meals		
<input type="checkbox"/> Feeding	<input type="checkbox"/> Managing Household		
<input type="checkbox"/> Ambulating	<input type="checkbox"/> Managing Medications & Finances		
<input type="checkbox"/> Toileting	<input type="checkbox"/> Communicating with others		
Is The Resident an In Home Supportive Services (IHSS) recipient? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes, list the 7 digit County IHSS case number: _____			
Private Caregiver Information			
Name:			
Address:			
Telephone:		Cell Phone:	
Email:			
Driver's License No:		Expiration Date:	
Vehicle Color:	Make:	Model:	License Plate:
Vehicle Insurance Company:		Policy No. Expiration Date:	
Private Caregiver's personal state identification number: Expiration date:			
Has the Private Caregiver been convicted of a felony? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Has the Private Caregiver been convicted of a misdemeanor involving moral turpitude (e.g., fraud, perjury, criminal threats)? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Is the Live-In Private Caregiver a family member? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, relationship to The Resident:			

**Private Caregiver Permit Agreement**

The undersigned acknowledges that the issuance of a Private Caregiver Permit does not constitute approval of the Private Caregiver nor does it represent any direct or indirect liability on behalf of United Laguna Woods Mutual (United), Third Laguna Hills Mutual (Third), and the Golden Rain Foundation of Laguna Woods (GRF), all California non-profit mutual benefit corporations, and Village Management Services, Inc. (VMS), a California corporation, and each of their respective directors, officers, employees, and agents. Further, I/we have read and received a copy of the Private Caregiver Policy and agree to wear the ID in clear sight and display the pass at all times while in this Community. I/we also understand that falsification of any information related to this application is subject to disciplinary action.

Resident Signature:	Date:
Member Signature:	Date:
Private Caregiver Signature:	Date:

**For Office Use Only**

Received By:	SA No.
Requirements: <input type="checkbox"/> ID <input type="checkbox"/> Gate Pass <input type="checkbox"/> Overnight Pass <input type="checkbox"/> Other	
Will approval cause the unit to exceed the number of occupants permitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
State status of the Private Caregiver: <input type="checkbox"/> Pending <input type="checkbox"/> Registered <input type="checkbox"/> Other:	
Has The Resident received notices of rules violation? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Verified IHSS Caregiver's Form SOC 2271 <input type="checkbox"/> Yes <input type="checkbox"/> No	
Does staff recommend approval of this application? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If, No, state reason:	

**For Board of Directors or Authorized Designee Use Only**

<b>Application DENIED</b>	<b>Application APPROVED</b>
The Board of Directors of this Mutual Corporation or authorized designee has reviewed this application. Based on the information provided, the application is <b>denied.</b>	The Board of Directors of this Mutual Corporation or authorized designee has reviewed this application. Based on the information provided, the application is <b>approved.</b>
Signature:	Signature:
Signature:	Signature:
Signature:	Signature:

**For Office Use Only**

Resident Notified By:
Date: <input type="checkbox"/> SA No. Updated/Closed <input type="checkbox"/> Documents Scanned



## ATTACHMENT 3

# Private Caregiver Instructions and Checklist For Hiring

UNITED

THIRD

UNIT # \_\_\_\_\_

The Board of Directors adopted a Private Caregiver Policy to reasonably address caregivers who provide care for Residents. **Every Private Caregiver Application For Permit must be approved in writing prior to commencing support.** Please follow this checklist to ensure a smooth and efficient process.

**Omission of any required items will result in delay or denial of the Private Caregiver Permit.**

### 1. Review the Private Caregiver Policy and Submit the Required Paperwork.

- Register the Private Caregiver with the California Department of Social Services and complete the Live Scan requirements which include Background Check and Fingerprinting;
- Complete the "Application for Private Caregiver Permit";
- Provide a copy of the Private Caregiver's state issued Driver's License or ID;
- Submit "Private Caregiver Application" to the Resident Services Department.

### 2. Documentation Review

The Board of Directors or authorized designee will review the submitted documentation for approval or denial. The Resident Services Department will notify The Resident of the outcome within 10 business days.

- a. If approved, the Private Caregiver will be issued an ID which must be worn in clear sight at all times and obtain a Gate Pass which may include an overnight parking pass.
- b. If denied, the Shareholder/Member and Private Caregiver will be notified by the Resident Services Department.

### Important information

- All documents must be received by the Resident Services Department before the application can be processed;
- The Private Caregiver cannot commence work until a Permit is obtained. Special circumstances may be granted;
- Only completed applications with the required paperwork will be reviewed;
- The Private Caregiver must be registered with the California Department of Social Services Home Care Services Bureau;
- The Private Caregiver Permit is approved for a period of up to one year and must be renewed annually;
- The Resident Services Department must be informed in writing of any deviations from an approved Private Caregiver Permit;
- Shareholder/Member is responsible for ensuring that rules, regulations, and policies are followed by anyone you allow into the Community;
- Failure to abide by the rules, regulations, and policies may result in disciplinary action including monetary fines, suspension of Shareholder/Member privileges, and/or legal action.

### Attachments:

Private Caregiver Application

Private Caregiver Policy

Frequently Asked Questions



### 1. Who is a Private Caregiver?

A Private Caregiver also known as a Home Care Aide or Care Provider, is a person who has been approved by Third Laguna Hills Mutual (Third) or United Laguna Woods Mutual (United) or authorized designee in writing on the basis of being a provider of primary caregiver support to the Resident. Private Caregiver services include, but are not limited to, assistance with the following:

- i. Activities of Daily Living as defined in Section II, a. of the Private Caregiver Policy.
- ii. Instrumental Activities of Daily Living as defined in Section II, b. of the Private Caregiver Policy

### 2. What if my Private Caregiver is already registered with the California Department of Social Services (CDSS)?

If your Private Caregiver is already registered with the CDSS you will need to provide proof of registration, with expiration date, along with the completed *Private Caregiver Application* to the Resident Services Department.

### 3. How does a Private Caregiver get registered with the CDSS?

The Private Caregiver can apply as a Home Care Aide by visiting the CDSS website <http://www.cdss.ca.gov/inforesources>:

- a. Select Home Care Services listed under Community Care Licensing.
- b. Scroll down to Quick Links and select Home Care Aide Application Process.

If you have questions, please phone California Department of Social Services, Home Care Service Bureau at 877-424-5778.

### 4. How does a Private Caregiver get a background check?

Complete the request for Live Scan fingerprinting service, form LIC 9163. Take form to a Live Scan location for processing. A criminal background check will be performed and the results will be electronically sent to the CDSS.

### 5. What are the costs to get registered?

The CDSS currently charges a registration fee of \$35. Other fees involved are Live Scan fingerprinting and Government criminal history background checks. The Live Scan fingerprinting operator's fee will vary depending on location of your choice and can run from \$10 up to \$35. Government fees for state and federal background checks for Private Caregivers will cost \$49. Costs are subject to change.

### 6. Who pays the registration costs?

That is held to The Resident's discretion. You can pay the Private Caregiver's registration fees or require the Private Caregiver that you hire pay his/her own registration fees.

### 7. When did the mandate take place?

The new policy began March 1, 2017.

**8. Why do I have to obtain a Private Caregiver Permit?**

The Boards of Directors recognized a need to provide a systematic, fair, and reasonable manner to address individuals who provide care to the residents.

**9. Who is expected to abide by the amended Private Caregiver Policy?**

All residents who hire a Private Caregiver must abide by the amended policy. Residents with existing Private Caregivers must abide by the amended policy when their current permit expires.

**10. How do I find out when my current permit is up for renewal?**

By calling the Resident Services Department at 949-597-4600. Any customer service representative can assist you.

**11. Are there any exemptions or exceptions to the Policy?**

There is no set list of exemptions. If there are “special circumstances” which the Shareholder/Member would like to have taken into account, the Shareholder/Member may file this request in writing stating why they cannot abide by the policy. This Statement will be reviewed by the Board for consideration.

**12. How can I file an exception/exemption to the Policy?**

Shareholder/Members may file for an exception/exemption by submitting a written request to the Resident Services Department located on the first floor of the Community Center.

**13. What if I hire a Caregiver from a licensed agency?**

Caregivers from a licensed agency are exempt from this process because agencies are required by law to do background checks on all their caregivers. Agencies are required to obtain a business pass.

**14. Who is an In Home Supportive Services (IHSS) recipient?**

The IHSS Program provides in-home assistance to eligible aged, blind, and disabled individuals as an alternative to out-of-home care. The IHSS Program enables recipients to remain safely in their own homes.

**ATTACHMENT 5**

**RESOLUTION 01-19-XX**

**Private Caregiver Policy**

**WHEREAS**, Staff has recommended enhancements to the existing Care Provider Policy; and

**WHEREAS**, the Private Caregiver Policy will encompass part-time and long-term caregivers, whenever scheduled day or night and;

**WHEREAS**, the Private Caregiver Policy addresses caregivers irrespective of whether they are paid or not paid;

**NOW THEREFORE BE IT RESOLVED**, February 12, 2019, that the Board of Directors of this Corporation hereby amends the "Care Provider Policy," and renames it "Private Caregiver Policy," as attached to the official minutes of this meeting; and

**RESOLVED FURTHER**, that Resolution 01-17-28 adopted February 14, 2017, is hereby superseded and canceled; and

**RESOLVED FURTHER**, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out this resolution as written.

## CAREGIVER APPLICATION CHECKLIST

Caregiver brings application to Resident Services. A Customer Service Representative (CSR) reviews it and assigns a Staff Assignment (SA) tracking number in Stellar. The application is forwarded to the Office Assistant for processing.

- The expected duration of caregiver service, expected schedule, expected end date and nature of expected service level is shown.
- Caregiver information is complete, and the appropriate boxes are checked.
- The caregiver's state registration ID number which begins with a "75" is shown. Go to California Department of Social Services website to confirm caregiver's registration is valid. Print report with expiration date.
- All members of record have signed the application (Permit Agreement).
- Caregiver has signed the application (Permit Agreement).
- Office Assistant verifies that application was thoroughly reviewed and appropriate boxes are checked.
- Verify the caregiver's driver's license with a clear photo is attached and that driver's license is current.
- Research and document by name and manor number for violations, delinquencies, and late payments. OnBase for Incident Reports, S drive for Compliance Open Cases, AX, Stellar and email communication to Traffic/Parking Coordinator and Compliance Coordinator.
- If caregiver and resident satisfy mutual requirements, forward to manager or designee for approval.
- If caregiver and/or resident does not satisfy mutual requirements, Office Assistant will prepare a staff report recommending denial of the application and forward to manager or designee for submission to the Board of Directors.
- In Stellar, change status from "NEW" to "PENDING".
- In Stellar comments, note that application or staff report was forwarded to manager or designee for review and action.
- Update caregiver log sheet in excel to note the date the application or staff report was forwarded to manager or designee for review and action.
- After action, change status in Stellar to completed.
- Update excel log sheet with the date the Board approved or denied.

- Check to see if caregiver has a current ID number, by typing his/her name into ICE and determine if anything comes up that matches their birthdate.
- If no previous ID number for caregiver appears in ICE, enter information (name, address, date of birth, phone number) into ICE and generate an ID memo to give to Leasing Office for issuance of an ID card.
- Prepare an ID memo for Leasing Office.
- Call caregiver and inform him/her of approval/denial and have him bring in proof of car insurance and car registration. Caregiver must collect a new ID card from the Leasing Department.

\_\_\_\_\_  
Completed By / Date