

VALLEY VIEW HOME FOR THE RETIRED, LLC
ADMISSION AGREEMENT

This agreement is between _____ and Valley View Home for the Retired,
Resident or Legal Representative

and entered into on and considered effective as of _____, _____.
Month Day Year

The purpose of this agreement is to explain the services our home offers and to outline what residents should expect to receive from a residential care setting. Outlining information regarding room, board, care services, how they are paid for, and the rights and responsibilities of the resident and/or their legal representative.

Valley View Home for the Retired is licensed by the State of Vermont as a level III residential care home and as such, we may provide room, board, personal care, general supervision and medication management to our residents. We may not provide full-time or skilled nursing care. More detailed information about our services and any applicable preclusions are described herein this agreement.

The State of Vermont regulates most of the services provided in a residential care home. Those regulations contain much more detail about how care must be provided to our residents. You have the right to request at anytime a copy of the regulations that govern residential care homes and copies will be made available upon request only.

SECTION I: PERSONAL CARE SERVICES

I. ROOM:

- a. You will be provided with a private or semi-private bedroom. You may bring personal possessions as space permits, unless those possessions infringe upon the rights of others and/or creates a fire safety hazard as determined by the manager. If you need to move to another room during your stay here, this agreement may have to be revised if the charge for that room is different.
- b. We provide many of your bedroom essentials including, but not limited to: clean bed linens, blankets, pillows, bath towels, and mattress covers. You may also bring your own essentials and store them in your room. Personal laundry will be done daily by our staff unless otherwise contradicted. If you choose to not have your laundry done by our staff you will be responsible for laundering your clothing as residents are not permitted to use the home's machines.
- c. If you are voluntarily or involuntarily admitted to a hospital, rehabilitation center, skilled nursing, or an alternative health care facility we cannot guarantee our ability to hold your room or that we can continue to meet your care needs if they have changed. If you would like or expect to return to the home your re-admittance will be at the discretion of the manager based on their assessment of your current/perceived care needs. The manager will consult with the care team professionals overseeing your care at the facility where you are admitted to determine whether or not your level of care is appropriate for what the home can provide. If you would like to retain your room while admitted to another facility you will be responsible for paying the agreed upon daily rate of \$ _____ while you are absent from the home. In the event you choose or cannot return to the home, you will be responsible for finding alternative placement. Continuing to pay for the room while absent from the home does not guarantee our ability to accept you back if your care needs have changed. We will not refund you for any days paid while absent from the home if you are not approved to return.

II. BOARD:

- a. You will be provided with three attractive and satisfying meals daily in accordance with State regulations, dietary standards, nutritional guidelines, and with consideration of your dietary needs and preferences. Our staff are instructed to abide by any special diets ordered by a physician unless otherwise contradicted or refused. We cannot force a resident's compliance with an ordered diet.
- b. We offer a variety of nutritious snacks in-between mealtimes. You may request to have additional snacks for yourself to have during the nighttime hours. If you are a diabetic, we can establish an overnight food intake plan for you. This would only be a recommended plan of which you have the right to refuse.
- c. We offer some therapeutic diets recommended and/or ordered by a physician such as: low sodium, low potassium, high carb, high protein, soft mechanical, and puréed foods. We do not offer gluten free diets as we cannot ensure with the home's kitchen arrangement, food is being prepared in a gluten free friendly environment.
- d. We offer substitute meals if you do not like what is being served on the main menu. You have the right to request that certain parts of a meal are not served to you and we generally have an option for meal side replacements.
- e. We do not provide supplemental nutrition products such as Boost, Ensure, protein bars, and alike products. These products, if preferred, and/or prescribed by your doctor will need to be paid for by you; and in some cases, may be covered under your health insurance. We will be able to get these products delivered to the home for you if you arrange that with the manager.

III. PERSONAL CARE:

- a. Personal care here, as long as your needs do not exceed what our licensing criteria allows us to provide includes:
 - Assistance with activities of daily living.
 - Assistance with medication management.
 - Assistance with case management.
 - Assistance with bathing (e.g. skin exfoliation, hydration regimens monitoring/repairing skin integrity issues, etc.).
 - Assistance with dressing.
 - Assistance with oral hygiene (e.g. cleaning teeth, gums, dentures, etc.).
 - Assistance with personal hygiene (e.g. shampooing/conditioning, grooming, hair removal, combing hair, toe/finger nail care, etc.).
 - Assistance with eating (e.g. cutting foods, feeding, dietary/fluid intake monitoring, managing choking hazards, following ordered diets, etc.).
 - Assistance with toileting (e.g. toileting schedules, continence training, incontinence care, transferring on/off toilet and to/from bathroom, walking assistance, etc.).
 - Assistance with physical ambulation (e.g. navigating the home, transferring, walking, transporting by wheelchair, memorizing layouts, etc.).

- b. The following are services available and can be provided within the home, but are not included in the agreed upon rate. You will be responsible for paying the entire cost associated with rendering any of these services. Some of the services may be covered by your health insurance plan and you are encouraged to ask the manager to elaborate:
- Professional full-service cosmetology services (e.g. hair cutting, coloring, keratin treatments, perms, dandruff treatments, etc.)
 - Professional mental health services (offered by local providers and agencies)
 - Physical and occupational therapy in addition to rehabilitation care (offered by local home health agencies)
 - Hospice care (end-of-life/comfort measures)
 - Medical social services
 - Primary care services (monthly home visits by a medical provider for residents receiving oversight by the physician that services our home only). You are not required to switch to the provider servicing our home.

IV. GENERAL SUPERVISION:

- a. The home provides supervision by well-trained and qualified employees above the age of 18 24 hours a day, 7 days a week providing on-site assistive care. The home has a direct care employee available between 8am to 12am for extensive care assistance. We are permitted to have asleep overnight staff, so between the hours of 12am to 8am an employee will be available if needed, but has the authorization to sleep. Therefore, we do expect that you are able to be fairly independent and require that you may only need limited assistance between 12am to 8am. Overnight staff do have in use voice monitors that are located in common areas throughout the home in use between 12am to 8am (notices are posted in the home for privacy purposes). Monitors are available for a resident's private use if needed or requested. If you for any reason require increased care between 12am to 8am you may not be able to remain living within the home for safety reasons. General supervision here includes, but is not limited to:
- Assistance with arranging necessary medical and non-medical appointments.
 - Assistance in obtaining personal needs (e.g. shopping, travel, etc.).
 - Assistance in receiving and managing medications.
 - Assistance with maintaining a choice schedule (e.g. mealtimes, showering, television programs, activities, etc.).
 - Assistance with activities of daily living.
 - Monitoring conditions that may lead to unsafe wandering within the home:
 - Regular wandering outside of the home might require a tracking device. Ask the manager for more information if you think this might be something needed or you are interested in. This service is not included in the ACCS/ERC daily rate and is offered by a non-affiliated company called *CareTrak Northeast* that you would pay directly for the service monthly.
 - Monitoring and corresponding medical care needs with outside care providers such as your: primary care physician, visiting nurses, hospice teams, physical therapy, dieticians, mental health professionals, and other types of specialty medical providers.
 - Monitoring daily activity to prevent harm to yourself or others.

- b. The home does not offer assistance with the management of any type of financial resources. We advise that any cash being kept in your room be in a locked safety deposit box. No employees of the home are permitted to accept gifts of any kind from you. Unless, the gift has no monetary value such as: cards, craft projects, written letters, etc. There shall be no exchange of monies between you and a home employee unless such transaction has been approved and documented by the manager in advance.

V. TRANSPORTATION SERVICES:

- a. You are entitled up to four trips per month of up to twenty miles round trip at no charge to you for any activity including medical appointments. After twenty miles for any trip or after four trips per month we will charge you \$0.58 per mile for any additional transportation that we provide.
- b. Medical appointments that you would like to receive transportation for must be scheduled by the manager based on our ability to transport. We cannot guarantee that transportation can be provided to appointments you schedule without prior approval from the manager; or for appointments that would require mileage beyond what you are entitled to receive monthly. If you have exceeded your monthly mileage allowance you may discuss with the manager alternative transportation plans, but you are ultimately responsible for finding safe transport.
- c. We will attempt to accommodate emergency transportation needs to/from hospitals or Urgent Care facilities, but cannot guarantee providing such transportation, even if you have not exceeded your monthly mileage allowance. We will meet these types of needs on a case-by-case basis only. For emergent transportation, we will always contact 911 for an ambulance transport, which may or may not be covered by your medical insurance. If you require emergency transportation to the hospital and are not admitted and the hospital requires your discharge during a time we do not have transporters available, we will utilize non-emergent transportation services such as Golden Cross Ambulance to provide you with a ride back to the Home. We will attempt to contact you prior to utilizing non-emergent transportation services, but if we cannot reach you for prior approval we will approve the transport without your consent. You will be responsible for any charges accrued by utilizing any type of emergency and/or non-emergent transportation.

VI. NURSING CARE & OVERSIGHT:

- a. State regulations prohibits us from providing full-time nursing care except in limited situations of which can be explained to you in detail by the manager prior to admission. Our registered nurse will visit the home at a minimum of once per week to visit all residents for health assessments, routine monitoring and special nursing care needs. Our nurse will be on-call at all times in the event you should become ill and/or need a medical baseline evaluation because of a change in your physical/mental condition that has impacted your ability to self perform, engage and/or if your condition(s) deteriorate in some way that demands nursing evaluation. The following are more specific ways in which our nurse will be involved with your on-going care:
 - Reviewing assessments and monitoring your level of care status.
 - Reviewing medications, treatments and procedures as ordered by medical providers.
 - Overseeing the administration of your medications and the administrative training process for employees delegated to handle and manage those medications.

- Restorative and routine nursing care as needed and/or requested.
 - Coordinating with other medical providers involved with your health care needs
 - Collaborating with the manager and direct care employees to oversee all aspects of your care and development of your individualized service plan.
- b. If you need permanent or temporary hands-on nursing care such as: changing of dressings, catheters, receiving injections, etc., such care may be provided/overseen by the home's nurse, manager or a home health care agency with visiting nurses. The home's nurse and manager will determine if your increased need for hands-on or specialty nursing care can be safely, procedurally, and adequately accommodated by the home based on our level of care criteria.
 - c. We will coordinate with outside home health care agencies providing nursing care to you. Our manager, nurse, and direct care employees will communicate and correspond care with the agency's providers and care management team as needed.
 - d. We will coordinate with outside home health care agencies providing you with hospice care services as your medical condition(s) warrant or should you become terminally ill and want to remain living within the home.
 - e. If at anytime your nursing care needs exceeds what our home is licensed and/or able to provide we may issue a written 14-day emergency discharge notice to ensure you are receiving the most appropriate care. As previously stated, we cannot provide full-time or skilled nursing care.

VII. MEDICATION MANAGEMENT:

- a. We offer full caregiver assistance with complete medication management including, but not limited to, the dispersal and administration of prescribed medications. We also offer general supervisory assistance to you if your physician verifies your ability to self-administer your own medications. You would need to do so in accordance with State regulations and the home's policy and procedure for residents who are able to self-administer and manage their own medications.
- b. The management of your medications will be documented in your MAR records and your medications will be regularly reviewed by the home's nurse, manager, your physician and the pharmacy. We will work directly with your physician and pharmacy to ensure your medication orders are accurate and updated monthly and as needed for changes.
- c. Your medications can be delivered to the home as long as you are willing to transfer pharmacies to the one the home has a contractual relationship with. We will manage the inventory of your medications and take responsibility for ordering them and other medical supplies that you may need. You will be responsible for any charges accrued by using the long-term care pharmacy, such charges may include, but are not limited to: medication/supply co-payments, medical supplies or medications that are not covered by your health insurance plan, certain kinds of incontinence products, etc. By delegating the task of ordering your medications and medical supplies from the pharmacy to our staff, you understand that the home is not responsible for considering your financial budget, health insurance status, co-payment obligations or any other

factors that might result in you receiving a statement from the pharmacy. We order supplies and medications based on your need for them. It is your responsibility to inform the manager in writing of any restrictions that you would like placed on our ordering from the pharmacy on your behalf.

- d. At the time of your admission, you will be required to review and initial pertinent established policies and procedures for medication administration protocols; at which time you are encouraged to clarify any questions and/or concerns that you may have.

VIII. PERSONAL NEEDS:

- a. We provide you with the following items: toilet paper, paper towels, tissues, toothpaste, mouth wash, powders, non-medical lotion, body wash, shampoo, conditioner, limited hair care products, finger/toenail clippers, gum swabs, facial cleansers, and other miscellaneous hygienic supplies. You may ask the manager to further elaborate on other types of hygienic supplies that may be available. All other items you need are your responsibility to purchase and we can ensure that you have access to supplies needed.
- b. We do not cover the cost of the following incontinence products: depends, urinals, catheters, disposable pads, baby wipes, skin barrier creams, specialty or medical skincare products. We offer a limited supply of commodes and other incontinence supplies, but cannot guarantee availability. These types of products may be covered under your health insurance plan and if so, we can order them through the pharmacy or medical supply company and they can be delivered periodically to the home or as needed. Incontinence supplies ordered by our staff will be billed to your pharmacy or supply company account and you are responsible to pay for all accrued charges.
- c. You are entitled to retain, before paying the monthly charge to the home, a personal needs allowance in the amount of \$_____ per month. This amount is subject to change based on updated State requirements. Attached to this agreement will be the most current room and board calculation worksheet that stipulates the minimum personal needs allowance you are entitled to retain. You may request a copy of updated requirements as needed for changes. The manager is required to provide you with updated information when requirement changes occur.

SECTION II: CHARGES AND FINANCES

- I. The total charge for room, board and all other services being provided by the home and staff is \$_____ per _____ and is due to be paid on or before the _____ of every month. If payment is not received on or before the due date the total monthly charge is subject to a 6% late fee. Non-payment of charges will be cause for a written 30-day discharge notice. We may discharge you sooner if we can find you an alternative placement to which you agree to move. You will be responsible for finding alternative placement.
- II. If your funds exhaust and you can no longer afford the private rate agreed upon and plan to apply for long-term Medicaid we do accept the ACCS and ERC programs. You are encouraged to ask the manager about those programs and more information regarding eligibility requirements. Whether or not

you can retain placement at the home under the ACCS and/or ERC Medicaid programs will be at the discretion of the manager and will be evaluated on a case-by-case basis. You will be fully responsible for the entire long-term Medicaid application process and ensuring that you financially qualify for coverage. The manager can provide you with direct contact information for resources and State agencies that can assist you with the application process and understanding all it entails upon your request. DO NOT wait until your funds exhaust entirely to apply for long-term Medicaid. You need to start that application process a recommended three months prior to when you believe your funds will exhaust. It is recommended that you seek assistance from either a financial advisor or attorney specializing in long-term care planning. You will be fully responsible for continuing to pay the agreed upon private rate for your room, board and services until we receive written confirmation of your approval for long-term Medicaid. We do not guarantee that you will receive any reimbursement by the State for any payments you made to the home while awaiting approval for the Medicaid programs. There cannot be a gap in payment coverage to our home between the time your funds exhaust and we can begin billing Medicaid for services being provided to you. It will be your responsibility to find a way to cover the cost of your room, board and services at the private rate agreed upon; and if you cannot it will be considered non-payment and you will be provided with a written 30-day notice of discharge. If your funds exhaust and the manager agrees to allow you to remain living here under ACCS and/or ERC long-term Medicaid payments, we are required to provide you with a new ACCS/ERC compliant admission agreement of which does have different terms and conditions. You may request to review that agreement prior to signing this one if you would like. Please be advised, we only accept one resident qualifying for ACCS and not eligible for ERC at a time so if we currently have that slot filled at the time you become eligible you would receive a written 30-day discharge notice. We are not required to retain a resident only qualifying for ACCS even if we have an available slot. Selection for our available ACCS slot is determined on a case-by-case basis by the manager. ERC slots are also limited to six residents at a time so if you should become our seventh resident qualifying for ERC we cannot guarantee your ability to remain living within the home and you may receive a written 30-day discharge notice. Available ERC slot selections are determined on a case-by-case basis by the manager. You will be provided with regulatory information to help you understand the process of seeking approval for a level of care variance should your care require such approval. The manager can discuss with you in greater detail about level of care variances and how they are reviewed. Your ability to remain within the home if your care requires a variance will be based on approval from the State and we cannot guarantee such approval.

- III. We do accept SSI (Supplemental Security Income) payment level only as long as it is in combination with ACCS/ERC funding. It shall not be considered non-payment if your funds exhaust and you can no longer continue paying the private rate agreed upon. In this case, you may be given a written 30-day notice of discharge if we cannot retain your placement and/or continue meeting your care needs with consideration to the change(s) of your financial status and ability to pay. We will assist you in finding new placement if you would like, but the responsibility of finding such placement is yours. You will be responsible to continue paying, at minimum, for your room and board (based on State requirements) while remaining within the home through your 30-day notice and for however long beyond that should you choose to appeal the discharge. You are responsible for the private rate you agreed upon until the day you leave the home. It is your responsibility to consult with the manager if your funds are exhausting and you are concerned about your ability to continue affording the private rate. This home is

not required to accept SSI or ACCS Medicaid payments and we reserve the right to make decisions on a case-by-case basis regarding whether or not you can remain living here should your funds exhaust.

- IV. If the agreed upon rate for your care, room or services needs to be increased at any time you will be provided with a written 30-day notice informing you of the rate change and the reason(s) for the increase. It is your right to refuse that rate change, but unless you can negotiate that rate to a price you are more comfortable paying with the manager any refusal to pay the increase may result in a written 30-day discharge notice. You will be responsible to continue paying the agreed upon daily rate while remaining within the home throughout your 30-days and for however long beyond that should you choose to appeal the discharge.
- I. If you are being involuntarily discharged from the home, you are entitled to an appeal process and will be provided with information regarding that process at the time of admission. If we feel that we need to make an involuntary discharge or transfer, the manager shall: notify you and if known, a family member and/or legal representative of the discharge or transfer and the specific reason(s) for the move in writing and in a language and manner you can understand at least 72 hours before a transfer within the home and 30 days before discharge from the home. If you do not have a family member or legal representative and request or require assistance, the notice shall be sent to the Long Term Care Ombudsman, Vermont Protection and Advocacy or Vermont Senior Citizens Law Project so they can help you understand the notice and process for appealing. If you are required to leave this home, either because we discharge you involuntarily or because of a change in your condition which makes it impossible for you to remain in or return to the home, we will provide you with a refund for payment made for days care was not provided within 15 days after your confirmed discharge.
- II. It is expected that upon discharge you will remove all personal possessions immediately. If personal possessions are not removed and prevent us from renting the room to someone else, the effective date of discharge for purposes of a refund shall be the date the possessions are removed. Any possessions that remain within the home after you have been discharged will be moved and stored by us for no more than 60 days. Possessions not claimed within those 60 days will be considered abandoned and we reserve the right to donate and/or discard them without establishing contact with you or any other person(s). Any absence without explanation for a period of thirty-one (31) days and there is no responsible person, the manager will hold the property for no more than six months. At the conclusion of this period, the property will be transferred to the selectmen of the town.

. SECTION III: RIGHTS AND RESPONSIBILITIES

- I. Each resident retains all his or her civil rights while residing here. Furthermore, State regulations lists specific rights of all residents of residential care homes. This detailed list is attached to this agreement, and copies are posted within the home in common areas. We will explain these rights at the time of admission and answer any questions and/or concerns you may have.
- II. If you are not satisfied with the employees, services and/or conditions of the home, we want you to report your complaints or concerns to the manager immediately so your issue(s) can be addressed and a solution can be imposed. The manager will promptly address your issue(s) and follow the home's established grievance procedure of which you will be provided with at the time of admission.

- III.** You are responsible for informing the manager of any legal representative changes within a timely manor and providing them with the appropriate documentation. Without legal documentation we cannot consider any changes in legal representation.
- IV.** You will be financially responsible for reimbursing the home for any/all reasonable legal and/or administration fees incurred as a direct result of your non-payment and any attempts to collect. In which case, you will be provided with a detailed account of any/all reimbursement charges you are expected to pay.
- V.** If there are any subsequent charges to the terms or conditions of this agreement, such a change in the monthly charge, we will notify you in writing 30 days in advance of the change.
- VI.** You may terminate this agreement voluntarily by providing the manager with a written 30-day notice. If you discharge yourself voluntarily without submitting in a 30-day notice you will not be entitled to any refund and the issuance of any such refund will be at the discretion of the manager.
- VII.** The undersigned agrees to abide by the terms and conditions of this agreement and in accordance with the regulations for residential care homes set forth by the State of Vermont. In addition, acknowledges receiving of all supplemental documents listed as provided at the time of admission.

Resident or Legal Representative

Date

Facility Representative

Date

- I was provided and/or offered copies (but declined) of this agreement and all supplemental admission documents. _____
- I have carefully reviewed this agreement and the manager addressed any/all of the questions/concerns I had. _____
- The manager informed me of my right to request copies of all admission documents at any time. _____