

This agreement is being made between the Four Seasons Care Home, Inc. (FSCH) and \_\_\_\_\_.

The FSCH is a level 3 Residential Care Home, licensed by the State of Vermont, Agency of Human Services, Department of Aging & Independent Living, Division of Licensing & Protection and the Division of Fire Safety.

The FSCH home is owned and operated on a non-discriminatory basis and supports equal treatment & services to any eligible individuals regardless of; race, color, creed, sex, national origin, religion, ancestry or economic status.

The FSCH has accepted \_\_\_\_\_ for admission. This agreement will provide a description of the services to be provided by the FSCH, as well as the obligations the FSCH will assume. This agreement will also describe your/your family member/friend obligations to the FSCH, as well as the expectations due to the FSCH, both financially and otherwise.

Our Current **Medicaid Private Pay Daily Rate** is-\_\_\_\_\_

Each resident of the FSCH (or their designee) is responsible to pay the FSCH each month for room, board & transportation. Payment is due the 1<sup>st</sup> of every month but no later than the 5<sup>th</sup> of the month. Any payments received beyond the 5<sup>th</sup> of the month will be subject to a late fee penalty of 12% per year for each day of delinquency, beyond the 5<sup>th</sup> of the month. \*\*Please know that the FSCH does not provide monthly bills or statements.\*\*

### **STATE ASSISTANCE**

Some residents will qualify for state assistance through Vermont Medicaid programs such as Enhanced Residential Care (ERC) or Assistive Community Care Services (ACCS). If you qualify for either of these programs, FSCH will bill the appropriate program directly, each month.

Please be advised that regardless of what state program you may fall under, you will still be responsible for paying “your share,” for Room, Board & Transportation. This amount is calculated/configured by the State of Vermont and is based upon your income. The Medicaid base rate is currently \$716.38, which is also the rate for any individuals in a shared room. If your monthly income is between \$842.80 and \$1041 (ACCS) / \$1125 (ERC), you will be charged 85% of your income (as deemed by The State of Vermont). If your income exceeds \$1041 (ACCS) / \$1125 (ERC), your monthly contribution can be no more than \$884.85 (ACCS) or \$956.25 (ERC).

\*\*\*Please note, individuals participating in the ACCS Program who have an income exceeding \$1041/mo., will be reviewed twice annually by VT Medicaid and are often required (by Medicaid) to pay additional private pay days. This will be documented per the Verification of Eligibility for Medicaid Payment of ACCS form (225A form) and mailed to the resident, as well as the FSCH. This means that in addition to your monthly R&B, you may be responsible to pay **an additional** number of private pay days, at the Medicaid Private Pay Daily Rate (listed above).

\*\*\*Please note, individuals participating in the ERC Program will receive a notice of decision (NOD), after their application has been approved. Depending upon your monthly income you may/may not be required to pay a “patient share.” This too will be **in addition** to your monthly R & B obligation.

If you fall under a state program, they recommend each resident retain a personal needs allowance of \$\_\_\_\_\_ per month.

\_\_\_\_\_’s agreed upon rate is \$\_\_\_\_\_ per month. Additionally, you will also be responsible for any charges incurred for shopping, toiletries, pharmaceuticals, phone, cable and/or transportation (as defined in the residential care home licensing regulations). If/when this amount should change, the FSCH will provide you with an admission amendment that clearly states the new/changed amount.

The FSCH owners will assist individuals to complete & submit applications for the ACCS & ERC programs. Please be advised that it is your/your designated agent’s responsibility to provide any necessary documentation requested by Vermont Medicaid’s Economic Services Division. If the responsible party neglects to provide the requested information in a timely manner, which results in the application being denied, that person may/will be responsible to pay the Medicaid Private Daily Rate for the time period in which the FSCH is unable to bill VT Medicaid. This will be **in addition to** the agreed upon monthly room & board.

## BASIC SERVICES

### 1. Living Accommodations

- a. Room. The room provided is a \_\_\_\_\_ occupancy room. You may reside in this room on a month-to-month basis, as described in this agreement.
  - i. Alterations. Any physical change to the room will require prior written approval by one of the FSCH owners, and shall be made at the Resident's own expense. If the resident obtains such approval, the resident will be responsible for restoring the original décor upon vacating the room.
  - ii. Furnishings. You may furnish your room with your own furniture, décor as long as; it has been approved by the FSCH owners for safety and cleanliness. Please be aware that any items brought into your room, you will be responsible to remove, upon vacating.
- b. Utilities. Your room will be furnished with; electricity and heat. If you would like cable or telephone service, these services will be at an additional cost to you. For telephone service, please call TDS Telecom at (866) 734-0704, to initiate service. TDS Telecom will bill you monthly for service. If you would like cable television service, please advise FSCH management. Cable television is \$\_\_\_\_\_ monthly and is paid via a 2<sup>nd</sup> check, payable to the FSCH each month.
- c. Emergency Response & Fire Protection. Because the FSCH was formerly a restaurant and residence, our home is not equipped like a nursing facility.
  - i. Alerting staff. Unfortunately we do not have an emergency call system. In the event you need assistance, we have hand bells to alert staff. Staff does make frequent rounds throughout the facility 24 hours/day and any residents incapable of alerting staff or whom require staff to anticipate their needs, are placed on a schedule in which they are checked upon at least every 2 hours.
  - ii. 911. In the event you have a serious fall, or serious health concern, FSCH staff will phone 911. Please be advised that any and all charges associated with your transfer to a hospital, will be at your expense.
  - iii. Equipment in place. Our home is inspected annually by the Division of Fire Safety.
    1. Each bedroom has hardwired smoke/carbon monoxide detectors.
    2. We are fully sprinklered.
    3. We conduct multiple fire drills each year which occur on all three shifts, to be in compliance with VT regulations. Please plan to participate in fire drills, as the practice could be life saving in the event of an actual fire. We have one fire drill (in the summer) in which we fully evacuate the home.
- d. Maintenance. Please alert owners for any repairs needed. FSCH will perform all necessary maintenance & repairs of the room due to normal wear and tear, at our expense. Any repairs required not caused by normal wear & tear, will be the sole responsibility of the resident.
- e. Common Areas. All individuals residing at the FSCH will be expected to share with all other Residents, the use of all common areas (ie. dining room, living rooms, porch and bathrooms). Please be aware that the FSCH may change or reconfigure the common spaces, at any point, and for any reason, at our sole discretion.
- f. Bathrooms. Unfortunately resident rooms are not equipped with private bathrooms. We have 8 bathrooms throughout the facility that are shared by all.
- g. Showers. FSCH offers assistance with showering to all residents. We provide stand-by assist, up to and including full assistance for those whom need it. FSCH staff will provide physical assistance up to twice weekly for those individuals who need assistance. We have 3 showers throughout the facility. We do not have any bathtubs.
- h. Personal Needs. The FSCH will provide; toilet paper, paper towels and all necessary linens for your personal use, as part of your room & board. Any other such toiletries such as; soap, shampoo,

deodorant, lotions, etc. will be at your expense. FSCH can order such items from the Northfield Pharmacy on your behalf, but will be at your expense.

## 2. Meals

- a. Dining. Our meal time is intended to be a relaxing social function. Our FSCH staff will provide table-waited service to all residents. We offer 3 nutritionally balanced meals, and a snack before bed, which are included in your monthly R & B. Menus are prepared in advance and are available for review if desired.
  - i. Location & Meal times. All meals are provided in the dining room and living room adjacent to the dining room, daily at 8:00, 12:00 & 5:00.
  - ii. Special Diets. Please be advised that the FSCH is a “home-like” environment and provides a House Diet only. At this time we are unable to accommodate special diets (such as; CCD, low sodium, fluid restrictions, etc.). That being said, we do substitute with many “sugar-free” items to limit the daily sugar intake and aid our Diabetics.
  - iii. Tray Service. As mentioned above, all residents are required to eat in the common areas listed. The FSCH has instituted this policy solely for your safety. Residents will be permitted to eat in their rooms only when they have an illness or condition which should limit their contact with others.

## 3. Activities

- a. Activity Calendar. The FSCH has planned daily activities which can be found posted near the serving window in the dining room. All residents are welcome to participate in the posted activities, as desired.
- b. Off Premises Activities. On occasions, activities occur away from the facility, which residents may want to have spending money for. Transportation costs to/from these activities will be the sole responsibility of the FSCH.
- c. Individualized Activities. Many residents form small groups or pairs and do individualized activities. These activities are not posted. The FSCH encourages individuals to formulate and take part in any activities of your choosing.
- d. In-house Activities (including but not limited to).
  - i. Bingo
  - ii. Roulette
  - iii. Stretching/Exercise
  - iv. Current events
  - v. Adult coloring
  - vi. Board games
  - vii. Memory enhancing games
  - viii. Music
  - ix. Movies
- e. Off-site Activities (including but not limited to).
  - i. Morse Farm
  - ii. Berlin Mall/Shopping
  - iii. Cold Hollow Cider Mill
  - iv. Foliage/Christmas light Rides
  - v. Lunch outings

## 4. Housekeeping & Laundry

- a. Bed Making. The FSCH strives to promote independence to our residents. If you are able to make your bed upon waking in the am, we encourage you to do so. If residents are unable to make their beds, staff will do so for them. All linens are changed on a weekly basis per our in-house schedule. The FSCH will provide all linens necessary. Residents however are welcome to bring in and have their own linens if you so choose.

- b. Labeling Clothing. Upon moving into the FSCH, we ask that you mark all of your clothing/linens with your initials, so that your clothes can be laundered and returned to you. The FSCH shall not be responsible for items that are not labeled.
- c. Laundering Dirty Clothes. All dirty clothes and linens are placed in any of the 5 hampers located in/by the bathrooms. Laundry runs 24hours/day. Dirty clothes should be returned to your room within 1 day. If your clothes do not return in a timely fashion, please alert a staff member.
  - i. Outside Laundering. If you would like a friend/family member to launder your clothing, you may do so but please inform management so we can advise our staff. Please keep a hamper to contain your dirty linens in your room.
  - ii. Damaged Clothing. Any clothing that is damaged by our staff, we will be responsible for. If you have items that cannot be machined washed/dried, please do not put them in the hampers. The FSCH shall not be responsible for such items.
  - iii. Contents. Please make sure you empty your pockets before placing your linens in the hampers. The FSCH shall not be responsible for the loss/damage/replacement of clothing/contents resulting from items not being removed prior to being washed.
- d. Housekeeping. The FSCH has a designated housekeeper to perform housekeeping duties. Additionally we cross train our caregivers to perform additional housekeeping duties. If you have concerns regarding housekeeping or cleanliness, please alert management.
  - i. Daily chores. Your garbage receptacle will be emptied daily. Your floor will be swept and spot mopped. Your bed will be made daily.

#### 5. Transportation

- a. Provided Transportation. The FSCH will provide transportation, without any additional charge to you, to/from medical services and local community functions, as follows- You may have up to four, 20 mile round trip outings each month, at no charge.
- b. Reimbursable Transportation. When trips exceed four per month, FSCH will be happy to provide you with transportation, under the following conditions.
  - i. FSCH is informed. The FSCH will require at least 1 weeks' notice to arrange transportation.
  - ii. Mileage Reimbursement. The FSCH will be reimbursed per mile driven, at the mileage rate deemed by the IRS, at the time of service.
  - iii. Personnel Reimbursement. The FSCH will be reimbursed at the rate of \$15 per hour for the personnel providing the transportation. The time shall start at the time the resident enters the vehicle and will stop upon the resident exiting the vehicle.

#### 6. Health/Nursing Related Services

- a. Medications. All residents residing at the FSCH will have their medications administered by trained, RN delegated personnel.
  - i. Acquiring Medications. The FSCH will acquire and obtain all of your medications every month. Medications are dispensed & packaged through the Northfield Pharmacy. Medications are obtained from the Northfield Pharmacy because the FSCH dispenses each resident's medication using the OPUS system.
  - ii. Medications in rooms. Residents are not permitted to have any; medications (over the counter, prescription), creams, ointments, supplements or likewise in their room. Some exceptions do exist but must comply with the VT Residential Care Home Regulations and a doctors order is required.
  - iii. Changes in medications. If your doctor indicates that a change is needed in your medications, the FSCH RN's will handle all matters in regards to the change. Additionally, if the FSCH have any concerns regarding your medications or health which may require a medication change, we will contact your provider.
- b. Nursing Overview. All FSCH residents will have nursing overview by in house RN's. The RN's will develop a plan of care upon admission that our nursing staff will refer to, to care for you. Additionally, our RN's will complete a residential care home assessment (required by the state of Vermont), within 14 days of

admission, then annually thereafter. If you have a significant change in your health or care needs, or you have a notable change in your cognitive status, an assessment will be done at the time the change is noted.

- c. Excluded Health-related Services. The FSCH will **not** be responsible to provide or pay for any health-related services or care items not directly declared in this agreement, including but not limited to;
  - i. Physician visits, in-house and otherwise.
  - ii. Ambulance transfers.
  - iii. Lab work.
  - iv. Any care provided outside the facility (doctors' offices, hospital, out-patient PT, etc.).
  - v. Medications.
  - vi. Dressing or wound supplies.
  - vii. Services through Home Health or Hospice Agencies.
  - viii. Personal supplies.
  - ix. Toiletries.
- d. Social Services. The FSCH owners provide the necessary resources and referrals, typically provided by a social worker. Should you need assistance; applying for Healthcare, need PT/OT/ST, need Home Health or Hospice services, transportation or any other services not listed, please let Courtney or Ashley know and we will be happy to help.

## 7. Staffing

- a. Licensed Nurses. The FSCH has 2 full-time RN's available regularly. Our licensed nurses are on-call 24hrs/day, 7days/wk.
- b. Care Givers. The FSCH has a mixture of care givers on staff. We have licensed LNA's, as well as care givers with many years of experience in long term care. All staff is trained to meet all residents' needs, at all times of the day. Our typical schedule includes 3 care givers on days, 3 on evenings and 2 overnight. Our nightshift staff is required to be awake at all times and make frequent rounds throughout the night. Care givers are cross-trained for multiple duties, as depicted in their job description. These duties include but are not limited to;
  - i. Light Housekeeping.
  - ii. Laundry.
  - iii. Prepping & serving meals.
  - iv. Dishes.
- c. Staff Training. All staff is trained upon hire for their job duties. Additionally, all care givers are required to meet 12 hours of education annually.
- d. Staff Relations. You will likely meet every staff member employed at the FSCH. If you feel that they have done a good job, please feel free to let them know. Our staff are not allowed to accept gifts, tips or loans from residents and/or family members. Should you or your family wish to voluntarily contribute "something extra" for a job well done, we do maintain an "Employee Appreciation Fund," that donations can be made. If you are displeased with any of the staff, please feel free to inform Courtney or Ashley. Please keep in mind that we cannot fix things that we do not know about, so we welcome feedback.

## THIRD-PARTY PAYMENT

Although we are not required to, the FSCH accepts payment from Vermont Medicaid under the Assistive Community Care Services (ACCS) and the Choices for Care Enhanced Residential Care (ERC) Programs, provided however, that the resident understands they are still responsible for their monthly R & B.

The FSCH will make every attempt to retain residents once their payer status changes from private pay to VT Medicaid. We ask that you please provide us with 90 days notice that your payer status will be changing. If you need assistance filling out the necessary applications we can provide assistance. Please know that the application process takes time and involves that you/your representative will be expected to provide necessary documentation when requested by VT Medicaid. \*\*\*If the documentation is not provided to VT Medicaid and the application has been

denied, you and/or your representative payee will be responsible to pay for the portion of care in which we were unable to bill for. Best case scenario this would be \$37.25/day, worse case would be \$105.96/day.

Choices for Care Enhanced Residential Care Program. The FSCH is a licensed ERC provider, which is a program providing care to individuals whom meet nursing home level of care (LOC). If/when you should become eligible for the ERC program, VT Medicaid (waiver program) may pay for a portion of your monthly fee. The FSCH makes no guarantee or representations regarding if or how much the VT Medicaid waiver program will pay for services. For more information regarding the ERC Program, contact Courtney or Ashley.

## **VOLUNTARY/INVOLUNTARY DISCHARGE OR TRANSFER OF RESIDENTS**

An involuntary discharge of a resident is the removal of the resident from a residential care home when you or your legal representative has not requested or consented, in advance, to the removal.

A transfer is the removal of the resident from the room the resident currently occupies, to another room in the home or to another facility with an anticipated return to the home.

1. Transfer for More Appropriate Care. The FSCH is not designed to provide higher levels of care, such as skilled nursing, or care for serious mental (advanced Alzheimer's or Dementia) or emotional disorders. The FSCH will make every attempt to allow our residents to age in place and remain at the FSCH. This will have to be in accordance with VT state regulations and the FSCH will need to "prove" to The Division of Licensing and Protection that we can meet all residents care needs, and that retaining you, or your loved one, as a resident will not pose a physical threat to yourself or others. If the FSCH, in consultation with you or your representative determines that it is inappropriate for you to remain at the FSCH, we will assist in all ways possible, to find alternative placement and this agreement will terminate.
2. Termination by Residents. You may terminate this agreement at any time, for any reason, without cause, by giving the FSCH a written 30-day notice. You need not specify any reason for leaving. You will however, be held fiscally responsible for your monthly payment until the 30-day period has transpired and the room has been completely vacated.
3. Termination by FSCH with notice. The FSCH may terminate this agreement at any time by providing you/your representative with a 30-day written notice.
  - a. If you agree to the discharge or transfer, the discharge or transfer may occur prior to the effective date of notice.
  - b. The FSCH may transfer or seek an involuntary discharge only when;
    - i. The care needs exceed those in which the FSCH is licensed or approved through a variance to provide.
    - ii. The home is unable to meet the residents assessed needs
    - iii. The resident presents a threat to him/herself, other residents or staff.
    - iv. The discharge or transfer is ordered by a court.
    - v. The resident or their representative has failed to pay the monthly charge for R & B and care, in accordance with this admission agreement.
  - c. The FSCH manager is required to do the following in the case of an involuntary discharge or transfer;
    - i. Notify you and, if applicable, a family member and/or your legal representative of the discharge or the transfer and the specific reason(s) for the move in writing and in a language and manner that is understood, at least 72 hours before a transfer within in the home and 30 days before a discharge from the home. If you do not have a family member or legal representative and if you would like assistance, the notice will be sent to the local LONG TERM CARE OMBUDSMAN.
    - ii. Use the template required by the licensing agency for giving written notice of discharge or transfer and include a statement in large print that the resident has the right to appeal the FSCH's decision to transfer or discharge with the appropriate information regarding how to do so.

- iii. Include a statement in the written notice that the resident may remain a resident of the FSCH during the appeal process.
  - iv. Place a copy of the notice in your clinical record.
- d. You have the right to appeal the decision of the FSCH regarding a discharge or transfer. The process for appeal will be as follows;
  - i. To appeal our decision to transfer or discharge, you must notify Courtney Tabor or the director of the licensing agency. Upon the receipt of an appeal, Courtney Tabor will immediately notify the director of the licensing agency.
  - ii. The request to appeal the decision may be oral or written and must be made within 10 business days, upon receipt of the notice.
  - iii. Both the FSCH and the resident shall provide all the materials deemed relevant to the decision to transfer/discharge, to the director of the licensing agency, as soon as the notice of appeal is filed. You have the right to state your case orally, if you are unable to do so in writing. Copies of all of the material submitted to the licensing agency will be available to you upon request.
  - iv. The director of the licensing agency will render a decision within 8 business days of receipt of the notice of appeal.
  - v. The notice of decision from the director will be sent to the resident and to the home, will state that the decision may be appealed to the Human Services Board, and will include information on how to do so.
  - vi. You or the FSCH will have 10 business days to file a request for an appeal with the Human Services Board by writing to the Board. The Human Services Board will conduct a de novo evidentiary hearing in accordance with 3 V.S.A. §3091.
- 4. Emergency Discharge or Transfer. An emergency discharge or transfer may be made with less than thirty days notice under the following circumstances;
  - a. Your primary care provider documents in the resident's record that the discharge or transfer is an emergency measure necessary for the health and safety of the resident or other residents.
  - b. A natural disaster or emergency necessitates the evacuation of residents from the FSCH.
  - c. You present an immediate threat to the health or safety of yourself or others. In this circumstance, the FSCH will be required to contact the licensing agency to request permission to discharge or transfer you immediately. The FSCH need not acquire permission from the licensing agency when the immediate threat has been evaluated by the following personnel and their professional judgment supports immediate discharge or transfer;
    - i. The police
    - ii. Mental health crisis personnel
    - iii. Emergency medical services personnel

In such cases, the FSCH is required to inform the licensing agency on the next business day.

  - d. When ordered or permitted by a court.
  - e. You refuse to abide by the terms of the admission agreement.

## RESIDENTS RIGHTS AS DEFINED BY THE STATE OF VERMONT

### Residential Care Home Licensing Regulations

#### RESIDENTS RIGHTS

1. Every resident shall be treated with consideration, respect and full recognition of the resident's dignity, individuality, and privacy. A home may not ask a resident to waive the resident's rights.
2. Each home shall establish and adhere to a written policy, consistent with these regulations, regarding the rights and responsibilities of residents, which shall be explained to residents at the time of admission.
3. Residents may retain personal clothing and possessions as space permits, unless to do so would infringe on the rights of others or would create a fire or safety hazard.
4. A resident shall not be required to perform work for the licensee. If a resident chooses to perform specific tasks for the licensee, the resident shall receive reasonable compensation which shall be specified in a written agreement with the resident.
5. Each resident shall be allowed to associate, communicate and meet privately with persons of the resident's own choice. Homes shall allow visiting hours from at least 8am to 8pm, or longer. Visiting hours shall be posted in a public place.
6. Each resident may send and receive personal mail unopened.
7. Residents have the right to reasonable access to a telephone for private conversations. Residents shall have reasonable access to the home's telephone except when restricted because of excessive unpaid toll charges or misuse. Restrictions as to telephone use shall be in writing. Any resident may, at the resident's own expense, maintain a personal telephone in his or her own room.
8. A resident may complain or voice a grievance without interference, coercion or reprisal. Each home shall establish a written grievance procedure for resolving residents' concerns or complaints that is explained to residents at the time of admission. The grievance procedure shall include at a minimum, time frames, a process for responding to residents in writing, and a method by which each resident filing a complaint will be made aware of the Office of the Long Term Care Ombudsman and Vermont Protection and Advocacy as an alternative or in addition to the home's grievance mechanism.
9. Residents may manage their own personal finances. The home or licensee shall not manage a resident's finances unless requested in writing by the resident and then in accordance with the resident's wishes. The home or licensee shall keep a record of all transactions and make the record available, upon request, to the resident or legal representative, and shall provide the resident with an accounting of all transactions at least quarterly. Resident funds must be kept separate from other accounts or funds of the home.
10. The resident's right to privacy extends to all records and personal information. Personal information about a resident shall not be discussed with anyone not directly involved in the residents care. Release of any record, excerpts from or information contained in such records shall be subject to the resident's written approval, except as requested by representatives of the licensing agency to carry out its responsibilities or as otherwise provided by law.
11. The resident has the right to review the resident's medical or financial records upon request.
12. Residents shall be free from mental, verbal or physical abuse, neglect, and exploitation. Residents shall also be free from restraints as described in Section 5.14 of the Residential Care Home Licensing Regulations.
13. When a resident is adjudicated mentally disabled, such powers as have been delegated by the Probate or Family Court to the resident's guardian shall devolve to the guardian pursuant to applicable law.
14. Residents subject to transfer or discharge from the home, under Section 5.3 of the Residential Care Home Licensing Regulations, shall;
  - a. Be allowed to participate in the decision-making process of the home concerning the selection of an alternative placement;
  - b. Receive adequate notice of a pending transfer; and
  - c. Be allowed to contest their transfer or discharge by filing a request for a fair hearing before the Human Services Board in accordance with the procedures in 3 V.S.A. §3091.



15. Residents have the right to refuse care to the extent allowed by law. This includes the right to discharge himself or herself from the home. The home must fully inform the resident of the consequences of refusing care. If the resident makes a fully informed decision to refuse care, the home must respect that decision and is absolved of further responsibility. If the refusal of care will result in a resident's needs increasing beyond what the home is licensed to provide, or will result in the home being in violation of these regulations, the home may issue the resident a thirty (30) day notice of discharge in accordance with section 5.3.a. of the Residential Care Home Licensing Regulations.
16. Residents have the right to formulate advanced directives as provided by state law and to have the home follow the residents' wishes.
17. ACCS residents have the right to be away from the home for voluntary leaves of more than 24 hours, unless a legally appointed guardian directs the home otherwise. ACCS residents have the right to make decisions about such voluntary leaves without influence from the home.
18. The enumeration of residents' rights shall not be construed to limit, modify, abridge or reduce in any way any rights that a resident otherwise enjoys as a human being or citizen. A summary of the obligations of the residential care home to its residents shall be written in clear language, large print, given to residents on admission and posted conspicuously in a public place in the home. Such notice shall also summarize the home's grievance procedure and directions for contacting the Ombudsman Program and Vermont Protection and Advocacy, Inc.

## TERMS OF AGREEMENT

This agreement shall be in effect from month to month, unless and until it is terminated.

1. Responsible Party for Making Payments. The individual assuming responsibility to make monthly payments to the FSCH is-\_\_\_\_\_.
2. Failure to Make Payments. You or your responsible agent listed above are required to take care of all financial obligations due to, and in association with the FSCH in a timely manner. If the monthly payments due to the FSCH are not received by the 5<sup>th</sup> of each month, the FSCH may terminate this agreement upon a written 30days' notice to you. Additionally, FSCH will charge you interest on all delinquent amounts at a rate of 12% per year for each day of delinquency.
3. Termination of agreement. There are several circumstances in which your agreement can be terminated and are as follows;
  - a. Upon Death. Upon passing, this agreement will terminate automatically.
  - b. Upon 30-days Notice. This agreement will terminate 30-days following a written notice to FSCH management. Thirty days notice is required for the following;
    - i. Moving from FSCH into a higher level of care. Please understand that if you are transferred to a higher level of care, you are still financially responsible for providing a 30-day notice.
    - ii. Moving from FSCH into private housing.  
If your notice falls within the course of a month, you will be responsible to pay the entire months R & B. Once the conditions under section 4 have been satisfied, you will be refunded the difference as long as the conditions listed below under 4.a., have been met.
4. Vacating the FSCH. Vacating the FSCH is when you and all of your belongings have been removed from the premises. You will be responsible for your monthly R & B charge until your room is completely vacated, and all of your belongings have been removed and the room is returned to its original condition.
  - a. Refunds. Refunds will be issued within 15 business days, once and after everything listed above has occurred. The refund will be prorated for any unused days of your last month's R & B.
    - i. Withholding Refund. Your R & B may not be refunded to you for the following reasons, including but not limited to;
      1. Any unpaid charges due to the FSCH.
      2. Costs of any repairs to your room, not caused by normal wear and tear.
      3. Costs of any damage to FSCH property, damaged by you or your visitors.

4. Any expenses incurred to remove and/or store any of your property not removed.
  - ii. Overages. If damages/repairs/storage/unpaid fees exceed your last month's payment, FSCH will bill you for the difference.
5. Damage to FSCH Property. You the resident, agree to keep your room in a clean, sanitary, orderly and safe (free from clutter or hazards), condition. Additionally, you agree that any damage (beyond normal wear and tear) caused by yourself or your guests, inside or outside of the facility, will be your responsibility.
6. Damage to Your Property. The FSCH will not be responsible for the loss or damage of any personal property belonging to you caused by; theft, fire or otherwise, unless that cause is proved to have been the negligence of the FSCH.
7. Insurance. The FSCH strongly encourages you to obtain insurance, at your expense, to cover the replacement cost of your valuables/property.
8. Your Liability to Others. You accept full responsibility for any injury or damage caused to others or suffered yourself, as a result of your own actions or omissions. You also agree to indemnify and hold harmless the FSCH and its administration, agents, employees from any and all liability for such injury or damage, including attorneys' fees.
9. Personal Affairs. You agree to prepare for (if not done so previously) legal documents in the event of your demise or incapacity;
  - a. Advanced Directives
  - b. Durable Power of Attorney
  - c. Guardianship
10. Outside Caregivers. Any outside caregivers or other personnel employed or retained by you to render services at the FSCH shall be subject to the FSCH's policies & rules.
11. Examination of Records. You the resident, are aware that the Department of Disabilities, Aging & Independent Living (DAIL), Division of Licensing & Protection (DLP) may inspect your living quarters and health record as part of a DLP survey, complaint investigation and/or DAIL evaluation of the FSCH.
12. Confidentiality. All FSCH residents information, including, but not limited to, medical and personal information, shall be kept private & confidential, to the extent allowable under State and Federal law.
13. Grievance Process. All residents are encouraged to voice concerns and/or grievances, or suggest changes in; policies, services, treatments or care to the Administrator (Courtney) and/or to a representative of your choosing outside of the FSCH. You or your representative shall submit any concerns or grievances to Courtney in writing for investigation and resolution.
14. Retaliation. The FSCH shall not discriminate or retaliate in any way against a resident, resident's family/friend, or an employee of FSCH, for any reason authorized by Vermont Regulations.
15. Smoking. For the health and safety of all residents and staff members, there is no smoking allowed on FSCH premises.
16. Security. Your safety & security is very important to us. In an attempt to keep all staff and residents safe at the FSCH, we ask that you:
  - a. Suspicious persons. Please report any suspicious-appearing person(s) or unusual activity to staff.
  - b. Strangers. Please do not allow or assist persons into the building through side entrances, particularly during evening hours. All guests should enter through the main entrance by the med room.
  - c. Valuables. We encourage all residents not to keep any valuables or large sums of money in your room, as we cannot guarantee the security of your items.
17. Signing in/out. We do not require residents to sign in and out. We do however ask that if you ever plan to leave the premises, that you inform staff. This is important to us in the event of an emergency, so we can ensure all residents are accounted for.

## VALIDATION OF AGREEMENT

I \_\_\_\_\_ agree to abide by the general policies of the FSCH as identified in pages 1-10 of this agreement and as it may be amended by the FSCH, at our discretion, at a later date. I understand that failure to abide by the rules & regulations stated in this agreement, may result in termination of this agreement. This agreement constitutes the entire agreement between myself and the FSCH and may be amended only by a written document signed by myself and a member of the FSCH Administration.

This agreement shall be effective as of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Legal Representative

FOUR SEASONS CARE HOME DESIGNEE

\_\_\_\_\_  
Name & Title