

VALLEY VIEW HOME FOR THE RETIRED, LLC
ACCS/ERC 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

The home agrees to serve you under the Medicaid Assistive Community Care Services (ACCS) and Enhanced Residential Care (ERC) programs as long as you are verified ACCS/ERC eligible and qualify for level III residential care home services of which includes:

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 home's 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. In this case, you will not receive a 30-day notice of discharge as you are considered discharged from our home once you are admitted to another facility. If you would like or expect to return to the home, your re-admittance will be at the discretion of the manager based on current/perceived care needs and financial factors. This home cannot be paid while a resident is admitted to another

facility, therefore, holding a bed being paid for by Medicaid (ACCS/ERC) will be decided on a case-by-case basis. If you have paid your room and board for the month, the manager will issue you an appropriate refund within 15 days after your confirmed discharge from the home. Refunds will be proration based for days you were not in the home. You will be responsible for finding alternative long-term care and/or housing placement. Discussing this with the manager in greater detail if you have questions and/or concerns is highly recommended.

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. Our home 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 and in compliance with the ACCS Medicaid program includes up to nursing home level of care (ERC):
 - 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. Residents receiving enhanced residential care (ERC) services for nursing home level assistance will receive or have available to them all of the approved and required services set forth by the program of which includes:
- Assistance with meals, movement, bathing, dressing, transferring, personal hygiene, grooming and toileting will be available for a minimum of two hours per day.
 - The process of assisting residents to self-administer their medications or administering medications, under the supervision and delegation by the home's nurse.
 - Social or recreational activities, either in a group setting or individually, will be offered daily. Activities may be in the home or community.
 - There will be a direct care employee on duty for assistance and emergency situations at all times.
 - Full and/or partial caregiver assistance with maintaining safe and clean living quarters. You reserve the right to refuse this assistance unless your living quarters pose potential fire or safety hazards as determined by the manager.
 - Individualized case management services according to the residential care home and Medicaid ACCS/ERC services regulations. We will assist you with gaining access to needed medical, social or other services which may include consultation with providers and support person(s).
 - We will maintain the following documentation required for residents receiving (ERC) services: DAIL service plan, resident service plan, level of care variance, health records, all incident reports, up-to-date resident assessment, and activity plan/assessment.
 - As a level III residential care home we are permitted to also bill ACCS when an individual receives ERC services. The ACCS services we provide are outlined above.
 - ERC Services as defined in this section are limited to individuals approved by DAIL for the choices for care (CFC) program.
 - You cannot not receive Medicaid-funded services from adult day centers while receiving choices for care ERC services.
 - Choices for care reimbursement for ERC services does not include room and board. You will be fully responsible for payment of room and board. Room and board charges must abide by the DAIL room & board guidelines. These guidelines are subject to change of which could result in an increase in your room and board so you may request a copy of current guidelines anytime by contacting the manager.
- c. The following are services available and can be provided within the home, but are not included in the daily ACCS and/or ERC rates. 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. If you are eligible for Medicaid, after the fourth trip, we will attempt to utilize available Medicaid transportation if appropriate. Medicaid transportation is available only for necessary medical appointments and for residents who cognitively and physically qualify.
- d. 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. For residents receiving enhanced residential care (ERC) services nursing care will be available for up to one hour per week as needed. 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. For residents who are ACCS/ERC eligible without meeting a spend-down: for as long as you are verified ACCS/ERC eligible you will be responsible for paying the home directly for your room, board, shopping and transportation at the rate of \$_____ per month to be paid on or before the _____ of every month.
- II. For residents that become ACCS/ERC eligible through a spend-down: if you must meet a spend-down to become ACCS/ERC eligible, you are responsible to pay the home at the private rate of \$_____ per day for care and \$_____ per month for room, board, shopping and transportation until your required spend-down amount has been met. This rate will be in effect whenever you are in a spend-down situation. These rates will pay for your care services, room, board, shopping and transportation. Once the spend-down has been met, the home will resume billing the Medicaid ACCS/ERC program(s) for your care services and you will be responsible for paying your room and board payment of \$_____ per month.
- III. For as long as you maintain ACCS/ERC eligibility the home will bill Medicaid programs for your level III care services covered at the daily rate established by the Medicaid program. The home will bill the Medicaid ACCS program at this rate for each day of service provided to you. As of the date on this agreement, that rate is \$_____ per day. ERC daily rates are based on your evaluated tier of which needs to be approved by DAIL. A day of service on which you are ACCS eligible, reside at the home, and have not been absent for the entire 24-hour day, or admitted to another facility. Under the terms of the Medicaid ACCS program, the home may not ask or require you or anyone else to pay the home for days you are absent from the home. If you are involuntarily or voluntarily absent from the home on a regular basis and/or for an extended period of time, this includes, but is not limited to medically necessary stays at alternative health care facilities the manager reserves the right to determine on a case-by-case basis whether or not the absences warrant a written 30-day discharge notice for a financial hardship on the home as we cannot bill for days you are absent.
- IV. The home agrees that your room, board, shopping and transportation payment, plus the funds the home receives from the Medicaid ACCS program will be the sole and complete payment to the home for required services except in the following two instances: first, your care needs increase to the point where you qualify for nursing home care the home may increase its daily rate if the home can adequately meet your needs. Second, if your financial situation changes and you are required to meet a Medicaid spend-down that involves the ACCS program, the home reserves the right to charge its customary rates during the spend-down period. You may also be responsible for paying a patient share as determined by Medicaid.
- V. If you are being admitted into the home or should become eligible for enhanced residential care (ERC) services for nursing home level care understand that program pays the home for those additional care services independently from the ACCS program. The home reserves the right should you be found financially or clinically ineligible for ERC to provide you with a written 30-day notice if we cannot meet your care needs without ERC funding. Our home is only permitted to serve a maximum of six residents

receiving nursing home level of care (ERC); therefore, should we at the time of your increased care needs qualifying you for ERC already be serving six other ERC approved residents and you would become our seventh we cannot guarantee your ability to remain within the home. In this case, your care needs will exceed what our licensing permits us to provide and we reserve the right to provide you with an emergency 14-day discharge notice.

- I. You are required to report to the manager immediately if there are any changes with your eligibility for Medicaid programs, financial status, required spend-downs and any other factors that might interfere with the home's ability to bill the ACCS/ERC programs for services being provided to you. If you should become ineligible for Medicaid, for any reason other than a spend-down situation, at any time you may remain living in the home only if you agree to pay the private rate of \$_____ per day until your eligibility for Medicaid is reinstated. If your Medicaid eligibility is interrupted for any reason or duration of time and the home cannot bill for services being provided to you the manager reserves the right to provide you with a written 30-day notice of discharge for non-payment. In this case, you will be responsible for finding alternative housing within those 30-days.
- II. 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.
- III. 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. _____

