

VALLEY VIEW AT COTTAGE STREET, LLC
ADMISSION AGREEMENT (PRIVATE)

This agreement is between _____ and Valley View at Cottage Street, LLC,
Resident / Legal Representative

and considered effective as of _____, _____.
Month Day Year

The purpose of this agreement is to explain the scope of services that this facility is licensed to provide and what you should expect to receive from a residential care setting. Information herein this agreement also includes, but is not limited to details pertaining to your room, board, care services, how they are paid for, and your rights and responsibilities as a resident.

This facility is licensed by the State of Vermont as a level III residential care home specializing in memory care, and as such, we may provide room, board, personal care, general supervision, and medication management. We may not provide full-time or skilled nursing care.

The State of Vermont regulates most of the services provided in a residential care home, and you have the right to review these regulations at any time by requesting a copy from the Administrator. The regulations that govern this facility contain more detailed information about operational standards and how care must be provide to our residents.

| SECTION I: PERSONAL CARE SERVICES |

We agree to serve you as long as you maintain any/all costs listed herein this agreement for the services being provided to you, 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. The Administrator assigns room assignments on a case-by-case basis. You may bring personal possessions as space permits. The Administrator reserves the right at any time to determine whether your possessions create hazardous conditions for yourself and/or others or does not comply with fire safety regulations. In such cases, you will be required to comply with instructions from the Administrator to promptly address any identified safety hazards. If you need to move to another room during your stay here, this agreement may need to be revised if the charge for that room is different. You will receive at least a (72)-hour notice prior to any move within the facility.
- b. Your room will be considered your private space within the facility. Our staff are required to conduct routine health and safety inspections of all rooms. You have the right to be present during any type of inspection, this includes any State inspections that may be necessary.
- c. We provide many of your bedroom essentials including, but not limited to bedroom furniture, 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 by you. This facility does not have a designated laundry space for you to do your own laundry.
- d. We do not have a bed hold requirement, and bed holds are determined by the Administrator based on individual circumstances. You are responsible for requesting a bed-hold agreement from the Administrator for any planned/unplanned prolonged absence(s) from the facility, or if you are transferred or admitted to another facility. The Administrator reserves the right to

determine whether the facility can accommodate your request for a bed hold. If you are voluntarily or involuntarily admitted to another facility for any reason, the Administrator will determine any bed hold and/or your readmission after consulting with the care planning/discharge team at the facility where you are receiving care. If you receive an approved bed-hold agreement, you are responsible to pay the daily rate that is listed in your approved bed-hold agreement. If you are admitted to another facility and cannot return for whatever reason, you will not be charged beyond your day of discharge. Any refunds that you are entitled to will be issued within (15) days from your day of discharge. We are not responsible for finding you alternative placement once you have been admitted to another facility. If your transfer from this facility and admission to another facility met the criteria for an emergency discharge, you will be issued a written emergency discharge notice within (5) business days from the date that you were transferred from this facility. The Administrator will ensure that you, your legal representative, the care planning team managing your care, and the Long-Term Care Ombudsman receive a copy of any discharge notice prior to the start of your (10) day appeal period. You have the right to safe discharge plan from the facility that admitted you into their care. If you are concerned about the safety of the discharge plan you are being offered, you are encouraged to contact the Administrator, the Long-Term Care Ombudsman, or other senior advocacy groups that can support you. The contact information for senior advocates can be found in the grievance procedure.

- e. We are not responsible for lost, damaged, and/or stolen personal items of any kind, unless you are able to substantiate that the facility and/or our staff are responsible. The residents living in this facility have mild-to-severe cognitive impairments and may take things that do not belong to them without malice intent. We strongly encourage you to store any valuable items in a personal lockbox. You may request a lockbox from the Administrator if you believe that your items are at risk, or if you have personal items of value that you would like to keep safe. Our staff are prohibited from storing and/or holding onto your personal items for safekeeping.

II. BOARD:

- a. We offer three attractive and satisfying daily meals in accordance with State regulations, dietary standards, and with consideration to your dietary needs and preferences. We will accommodate special diets as ordered by your physician unless otherwise contradicted. You have the right to refuse a medically ordered diet and/or any dietary restrictions. Non-compliance with dietary restrictions that have been ordered by a physician will be reported to your primary care provider as a refusal of treatment/care.
- b. We offer a variety of nutritious snacks in-between each meal and upon your request. Snacks and beverages are always available to you in the kitchen and common areas. If you are diabetic, we will assist you with a dietary intake plan as part of your diabetic management program. You have the right to request specific/alternative snack options if you do not prefer what is being regularly offered.
- c. The kitchen is not set up to safely accommodate severe dietary allergies. The Administrator and Director of Nursing will determine how to best accommodate any food allergies that you have prior to your admission. You are responsible to inform the Administrator of any food allergies that you have prior to your admission. If you have severe food allergies, the Administrator reserves the right to require that you always have an EpiPen available here at the facility at your expense, unless otherwise contradicted by your provider. If you do not supply us with a non-expired EpiPen upon your admission, we will order one on your behalf at your expense.

- d. We offer alternative meal options at each mealtime. 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 have options for meal side replacements. You may also request a meal from the alternative menu.
- e. We do not cover the cost of any supplemental nutrition products including, but not limited to Boost, Ensure, protein bars, or any other alike products. You are responsible for the cost of these products. The Administrator will assist you with getting these types of products covered by your health insurance, when clinically appropriate.
- f. We request that all meals be eaten in the designated dining area(s) for safety monitoring, unless otherwise contradicted by the Administrator, or your provider.
- g. We offer daily recreational activities and/or community-based outings. You may be responsible for all costs associated with off-site activities. You will be informed of any such costs and must approve them prior to participating in off-site activities. You will not be charged for travel costs when participating in off-site activities.

III. PERSONAL CARE:

- a. Personal care here, as long as your needs do not exceed what our licensing criteria allows us to provide. The assistance that we offer with activities of daily living and case management services includes, but is not limited to:
 - medication management;
 - clinical care coordination;
 - bathing;
 - dressing;
 - grooming;
 - oral hygiene;
 - personal hygiene;
 - recreational activities;
 - eating;
 - toileting;
 - managing incontinence;
 - support with physical needs; and
 - maintaining a choice schedule or daily routine.
- b. We offer a range of additional on-site services from non-affiliated professionals and/or organizations that have agreed to service this facility of which includes, but is not limited to:
 - chronic care management services;
 - laboratory and diagnostic services;
 - full-service cosmetology services;
 - massage therapy;
 - mental and behavioral health services;
 - physical and occupational therapy;
 - hospice and palliative care;
 - medical social services;
 - monthly primary care services for routine medical and behavioral health assessments, and medication reconciliations; and
 - vaccination clinics.

All the above listed services are not included in your agreed upon daily rate and may not be covered by your health insurance coverage. You are responsible for all costs associated with rendering these services, unless otherwise contradicted by the Administrator. You will be made aware of any/all costs associated with render a particular service prior to services being provided.

IV. GENERAL SUPERVISION:

- a. 24/7 supervision and assistive care services will be provided by trained and qualified staff above the age of 18. General supervision here includes, but is not limited to:
 - assistance with arranging necessary medical and non-medical appointments;
 - assistance in obtaining personal needs;
 - assistance in receiving and managing medications;
 - assistance with maintaining a choice schedule or routine;
 - assistance with activities of daily living;
 - health monitoring and medical coordination;
 - monitoring cognitive symptoms that may increase your risk of injury;
 - monitoring cognitive symptoms that may lead to unsafe wandering; and
 - monitoring activity to prevent harm to yourself or others.
- b. We will not assist you with managing your personal finances. We recommend that any cash being kept in your possession be in a personal lockbox. Our staff is not 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 our staff unless otherwise contradicted by the Administrator. The facility will strictly adhere to State regulations set forth in XI. Resident Funds and Property.

V. TRANSPORTATION SERVICES:

- a. You are entitled up to (20) miles, round trip at no charge to you, not to exceed more than (4) round trips every month for any activity including medical appointments. You will be responsible to reimburse the facility for mileage that exceeds your monthly mileage allowance at the rate of \$_____ per mile. The mileage reimbursement rate is subject to change based on regulated allowance changes. The Administrator will determine whether you are charged for milage if you exceed your monthly allowance. You will be informed when you have reached and /or exceeded your monthly mileage allowance.
- b. We will provide you with transportation services for planned travels and/or appointments upon your request, or necessity. You are responsible for coordinating with the Administrator to schedule any of your planned transportation needs. All transportation services provided by this facility are subject to the availability of our transportation providers. We will not accommodate unscheduled travel plans, except in emergency situations.
- c. We will accommodate your emergency transportation needs based on the availability of our transportation providers. If you require emergency medical transportation, our staff will contact 911 for an ambulance transfer of which may not be covered by your health insurance coverage. We may also need to utilize non-emergency transportation services to provide you with transportation based on your circumstance. The Administrator will attempt to contact you prior to approving any transportation services not being provided by this facility. If you cannot be promptly contacted for prior approval, the Administrator reserves the right to authorize transportation services on your behalf. You are responsible for any/all costs associated with emergency and/or non-emergency transportation services, unless otherwise contradicted by the Administrator.

- d. You will not be responsible for transportation costs associated with scheduled group outings and/or transportation to/from community-based activities.
- e. The Administrator reserves the right to waive any/all assessed transportation costs that you accrue upon circumstantial review.

VI. NURSING CARE & MEDICAL OVERSIGHT:

- a. State regulations prohibits us from providing full-time nursing care, except in limited situations where approval has been received from the licensing agency. The Director of Nursing and triage nursing staff will be available 24/7 for on-call support services for medical emergencies. The Director of Nursing will also provide you with weekly health assessments, medical monitoring, and medication management. You are entitled up to one hour per week of individualized nursing services as needed and/or upon your request. You have the right to request nursing services as often as you feel medically necessary, and any such request should be made to the Administrator. The Director of Nursing will continuously be involved in your health monitoring in the following ways:
 - reviewing and monitoring your individualized health service and behavioral intervention plans;
 - reviewing and monitoring your health assessments and health status reports;
 - reviewing and monitoring your medications, treatments, procedures, etc.;
 - overseeing the administration of your medications and the training process for staff certified to manage your medications;
 - restorative and routine nursing services;
 - coordinating with your medical and mental health providers; and
 - coordinating with the Administrator and direct care staff to oversee all other aspects of your physical, mental, and psychosocial needs.
- b. If you require permanent and/or temporary nursing care, beyond routine weekly visits, such care may be provided and/or overseen by the Director of Nursing, or specialty nursing professionals from a home health care agency. In such cases, the Administrator may be required to request approval from the licensing agency for you to remain in the facility. If you require this level of care and nursing services, the Director of Nursing and Administrator reserve the right to determine if the facility can continue to meet your needs. If your nursing care needs are beyond what the facility can safely provide, you may be issued a (30)-day notice of discharge, unless your condition meets the criteria for an emergency discharge.
- c. We will coordinate with community-based home health agencies providing nursing care to you. The Administrator, Director of Nursing, and direct care staff will coordinate with agency providers and care management professionals to ensure that you are being provided with the appropriate nursing care services to meet your needs.
- d. We will coordinate with community-based home health care agencies if you want to remain living within the facility while receiving hospice care services. The Administrator and Director of Nursing reserve the right to determine whether the facility can continue to meet your needs while on hospice. If your hospice care needs are beyond what the facility can safely provide, you may be issued a (30)-day notice of discharge, unless your condition meets the criteria for an emergency discharge.

- e. We will coordinate with community-based mental health agencies providing you with mental health and psychiatric care services, this includes, but is not limited to community rehabilitation treatment (CRT).
- f. You have the option to enroll in a chronic health management program with the primary care clinic that provides routine **on-site** medical services to this facility. Your participation in this program would enable our staff to consult with triage nursing and/or medical providers on your behalf to manage acute/chronic health issues when clinically appropriate. These services are often covered by your health insurance coverage. You are responsible to pay for any/all costs not covered by your health insurance associated with rendering this service.
- g. You have the option for **on-site** monthly nursing services from the primary care clinic that provides medical services to this facility for routine and non-routine nursing services, medical monitoring, specimen collections, and laboratory diagnostics. These services are often covered by your health insurance coverage. You are responsible to pay for any/all costs not covered by your health insurance associated with rendering this service.
- h. If you were not admitted to the facility with an approved level of care (LOC) variance and your needs advance to nursing home level of care, the Administrator is required to submit a (LOC) variance for you to remain living in the facility. We cannot guarantee that the licensing agency will approve this variance. If your (LOC) variance is denied, we may have to issue a (30)-day discharge notice from this facility, unless otherwise contradicted by the licensing agency. You may request from the Administrator more detailed information about our level of care criteria for what necessitates nursing home level of care prior to your admission.
- i. If your care needs exceed what this facility is licensed and/or able to safely provide, you will receive a written (30)-day notice of discharge, unless an incident and/or your care meets the criteria for an emergency discharge of which does not require a (30)-day notice. The Administrator will coordinate with you and your primary care provider to find you alternative long-term care placement that is more appropriate for your level of care; however, the facility is not responsible for securing your alternative placement.

VII. MEDICATION MANAGEMENT:

- a. We offer complete assistance with medication management including, but not limited to the acquisition, dispersal, and administration of your medications. We will also assist you with managing and self-administering your own medications with a written medical attestation from your provider approving you to manage your own medications with supervision.
- b. Your medications will be reviewed and monitored each month by the Director of Nursing, Administrator, your primary care provider, and the pharmacy that services this facility.
- c. We will manage any/all changes to your medications as ordered by the prescribing provider(s).
- d. We will manage the acquisition and/or delivery services for your medications from the pharmacy to the facility. By signing this agreement, you agree to our staff ordering your medications and/or medical supplies from the pharmacy based on your inventory levels without prior consent from you. You are responsible for any/all pharmacy costs not covered by your health insurance associated with utilizing this service. You are responsible to inform the Administrator in writing of any restrictions that you would like to place on our staff ordering from the pharmacy on your behalf.

- e. You have the right to refuse your medication. Any refusal to take medication will be considered a form of medical non-compliance, and this will be reported to your primary care provider within (24) hours. The Administrator and Director of Nursing reserve the right to determine if the facility can continue to meet your needs if you are refusing to take your prescribed medications that may increase/complicate your needs beyond what the facility can safely manage.

VIII. PERSONAL NEEDS:

- a. We provide you with the following personal items toilet paper, paper towels, tissues, toothpaste, mouth wash, powders, non-medical lotions, body wash, shampoo, conditioner, hair care products, finger/toenail clippers, gum/denture swabs, facial cleansers, and other miscellaneous hygienic supplies. Additional personal items can be ordered by our staff from the long-term care pharmacy at your expense, unless otherwise contradicted by the Administrator.
- b. We do not cover the cost of incontinence products (e.g., depends, urinals, catheters, disposable pads, baby wipes, skin barrier creams, or medical skincare products, etc.) These types of products may be covered by your health insurance coverage based on your medical necessity. The Administrator will assist you with insurance coverage for these items, when clinically appropriate and approved by your provider. By signing this agreement, you agree to our staff ordering incontinence products based on your inventory levels without your prior consent, unless otherwise contradicted by you. You are responsible for any/all costs associated with our staff ordering these products for you.
- c. You are entitled to retain, before paying the monthly charge to this facility, a personal needs allowance in the amount of \$_____ per month. This amount is subject to change based on regulatory allowance changes. You will be provided with the most current room and board calculation worksheet from the State that dictates the minimum personal needs allowance you are entitled to retain. You will be provided with personal needs allowance increase notices when they are issued to the facility. You are responsible to report changes regarding your financial situation to the Administrator that would warrant an increase and/or reduction in your personal needs allowance.

| SECTION II: CHARGES AND FINANCES |

- I. The total (all-inclusive) charge for your room, board, and other services being provided by this facility is \$_____ per _____ and is due to be paid on or before the _____ of every month. If your payment is not received on or before the due date, the total monthly charge is subject to a 4% late fee. You will be issued a (30)-day notice of discharge for non-payment of services if you fail to pay facility charges. We may discharge you sooner if we can find you an alternative placement to which you agree to move. You are responsible for disputing any facility charges for which you do not agree with by contacting the Administrator within (5) business days from the date you received notice of the charges.
- II. You are responsible for reporting any/all financial status changes that may impact your ability to pay for facility charges to the Administrator immediately upon discovery (e.g., significant expenses, changes to income, depletion of private funds, need for Medicaid, etc.) We are not required to accept Medicaid/SSI payment level; however, the Administrator reserves the right to accept this payment level based on case-by-case circumstances. If you plan and/or require a transition from private funds to Medicaid, you are required to notify the Administrator no less than (90)-days prior to your private funds being exhausted to the point that you can no longer cover any/all facility charges agreed upon herein this agreement. The Administrator reserves the right to determine if you can remain living in the facility under the Medicaid programs for which you are verified eligible. If you are approved to remain living in the facility with Medicaid as your payor source, you are responsible for continuing to pay any/all agreed upon rates

herein this agreement until you are verified eligible for the Medicaid program(s) that will cover the cost of services being provided to you. The Administrator reserves the right to determine if the Medicaid program(s) that you are approved for sufficiently cover the cost of your remaining in the facility. Failure to maintain any/all agreed upon rates herein this agreement while you are Medicaid pending will result in a (30)-day discharge notice, unless otherwise contradicted by the Administrator.

- III. You will be required to sign a new (ACCS/ERC) compliant admission agreement of which contains different terms and conditions once you transition from private funds to Medicaid. You may request a copy of that admission agreement at any time.
- IV. We strongly encouraged that you discuss the process of applying for long-term care Medicaid with the Administrator prior to your admission if you believe that your funds will exhaust while living here. We further recommend that you consult with a licensed attorney that specializes in the long-term care Medicaid process to ensure appropriate and timely planning.
- V. If any agreed upon rate herein this agreement needs to be changed for any reason, you will be provided with a (30)-day notice of change informing you of the reason(s) for the change.
- VI. Upon admission, you will be provided with our admission, retention, and discharge policy. If you are being involuntarily discharged from the facility, you are entitled to an appeal process, and you will be provided with information regarding that process upon your admission. If you are being transferred within, or discharged from the facility, the Administrator will:
 - a. 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 facility and (30)-days before discharge from the facility. Your discharge notice will also be forwarded to the Long-Term Care Ombudsman, Vermont Protection and Advocacy, or Vermont Senior Citizens Law Project.
 - b. Any refund for payment made for days care was not provided will be issued within (15) days from your day of discharge.
 - c. You have the right to remain in your room here at the facility through your discharge, and through the appeal process if you chose to appeal your discharge.
 - d. You must appeal your discharge within (10) business days from the receipt of your notice by notifying the Administrator orally and/or in writing. The Administrator will assist you with appealing your discharge upon your request and communicate your desire to appeal your discharge to the Long-Term Care Ombudsman assigned to your case.
 - e. Your personal possessions should be removed from the facility as soon as possible once you have left the facility. If personal possessions are not removed and prevent us from renting your room to someone else, the effective date of discharge for purposes of a refund will be the day that any/all your possessions are removed. Any possessions that remain within the facility 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 Administrator 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.
- VII. An emergency discharge or transfer can be made with less than (30)-day notice under the following circumstances:
 - a. When ordered or permitted by a court;
 - b. Your attending physician documents that your discharge or transfer is an emergency measure necessary for the health and safety of yourself and/or other residents;
 - c. A natural disaster or emergency necessitates the evacuation of residents from the facility; or

- d. You present an immediate threat to the health or safety of yourself or others. In this case, the Administrator will request permission from the licensing agency to discharge or transfer you immediately. Permission from the licensing agency is not required if an immediate threat requires intervention of the police, mental health crisis personnel, or emergency medical services personnel who render the professional judgment that your discharge or transfer must occur immediately. In such cases, the Administrator will notify the licensing agency on the next business day.
- VIII. If you agree to a discharge or transfer, the discharge or transfer may occur prior to the effective date of your notice.
- IX. We will assist you with researching alternative placement options, but we are not responsible for securing any such placement on your behalf.
- X. You will not be transferred within the facility based on your payment source unless you agree to the transfer. The Administrator reserves the right to transfer you within the facility based on your care needs and/or if you require a different roommate pairing for the health and safety of yourself and/or another resident. In this case, you will receive at least (72)-hour advance notice of a transfer within the facility.

| SECTION III: RIGHTS AND RESPONSIBILITIES |

- I. Each resident retains all their civil rights while residing at this facility. Furthermore, State regulations list specific rights of all residents of residential care homes. You will be provided with a copy of these rights upon your admission, and copies are posted within the facility in common areas. The Administrator will explain these rights to you upon admission and answer any questions and/or concerns that you may have.
- II. If you are not satisfied with our staff, services, and/or the conditions of the facility, we encourage you to report any grievances that you have to the Administrator immediately so they can be promptly addressed, and a solution can be imposed.
- III. You are responsible for informing the Administrator of any legal representative changes within a timely manor and providing them with the appropriate legal documentation. Without legal documentation, we cannot consider any changes in legal representation.
- IV. You are responsible for informing the Administrator of any changes to your advanced directives, or any other legal documentation that stipulates emergency care measures that you wish the facility to legally abide by.
- V. You will be financially responsible for reimbursing this facility 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 all reimbursement charges that you are expected to pay.
- VI. If there are any subsequent changes to the terms or conditions of this agreement, we will notify you in writing (30)-days prior to the effect of the change.
- VII. You may terminate this agreement voluntarily by providing the Administrator with a (30)-day notice. If you discharge yourself voluntarily without submitting 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 Administrator.

VIII. 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.

Resident / Legal Representative

Date

Witness (for residents without a legal representative)

Date

Facility Representative

Date