**Riverbend Residential Care Home Inc.**

**P.O. Box 7,307 VT RT 110**

**Chelsea, VT 05038**

**Telephone: 802-685-2250 Fax: 802-685-2255**

**riverbend2250@gmail.com**

Contract and Rental Agreement

It is your responsibility to privately pay Riverbend Residential Care Home by the third of every month, in advance, for your room and board, at the agreed rate of $4000 per month. Interest of 5% daily will accrue for payments made after the 10th of each month, due the following month. If you qualify for Medicaid, you will be required to pay $761.38 per month plus any patient share or spend down portions as determined by the Medicaid office. Spend down: if you are on a spend down determined by Medicaid your daily private rate will be $133.33 a day or $25.37 for room and board and $107.96 for care/services. You should retain a personal needs allowance of at least $128 per month. You are also responsible for the charges incurred for shopping and/or transportation (as defined in the residential care home licensing regulations and this contract).

If you qualify for the ACCS programs, Riverbend will bill the Medicaid ACCS program for your Level III care at the current allowed rate per day for covered services for each day of service provided to you. Riverbend also agrees to accept SSI payments and other private funds. (A day of service means a day in which you are Medicaid eligible, reside at the Riverbend Residential Care Home and have not been absent for the entire 24 hours.) These services are equivalent to the terms included in the Residential Care Home licensing regulations.

We agree that your room, board, spend down, shopping and transportation payment plus funds we receive from the Medicaid ACCS program will be the sole and complete payment to us for required services unless your needs increase to the point where you qualify for nursing home care or choices for care. Under the terms of the Medicaid ACCS program, the residential care home licensing agreement requires you to pay, your room and board, for the days in which you are absent.

Non-payment of charges will be cause for discharge in accordance with State regulations. For non-payment, we can discharge you 30 days after you have received a written notice. Or we can discharge you earlier if we find another placement for you that you agree to.

If you ask us in writing, we will assist you in managing your finances to the extent you desire. We cannot be a guardian or power of attorney for a resident. However, if you ask us, we can be representative payee for the purpose of receiving your Social Security Check.

**COVERED SERVICES:** Help with activities of daily living, medication assistance, monitoring of and administration, 24-hour awake staff available to provide or assist with therapy, restorative nursing, nursing assessment, health monitoring, case management, routine nursing tasks, and services are equivalent to the terms included in the Residential Care Home licensing regulations.

INVOLUNTARY DISCHARGE OR TRANSFER OF RESIDENTS

An involuntary discharge is your removal from a residential care home when you or your legal representative has not requested or consented, in advance to the removal. A transfer is your removal from a room you are currently occupying to another room in the residence or to another facility with anticipated return to your care home.

Riverbend RCH is licensed as a level three residential care home and is not able to provide higher levels of care, without a variance from licensing and/or a waiver from Choices for Care, such as skilled nursing care including injections other than insulin or care for a serious mental, physical or emotional disorder. The resident may remain at Riverbend as long as doing so is permitted by applicable laws, regulations and fire safety standards, and in the judgment of the staff at Riverbend and if the residents care needs and functioning are consistent with those of other residents and with the level of staffing and facilities offered at Riverbend, and the residents’ presences doesn't create a danger to self or others. If Riverbend deems in consultation with resident and resident's family or legal representative that it is inappropriate for the resident to remain at Riverbend the resident will be asked to move, into the appropriate level of care, or from Riverbend, and contract will terminate. We will provide assistance in the process as applicable.

An involuntary discharge or transfer may occur under the following conditions: your care needs exceed those which the home is licensed or approved through a variance to provide; or the home is unable to meet your assessed needs; or you present a threat to yourself or to the welfare of other residents/staff; or the discharge or transfer is ordered by the court; or you failed to pay monthly charges for room, board and care in accordance with the admission agreement or smoking or consuming Alcohol without written consent from your Physician on Riverbend's Property or returning to the property after consuming alcohol. It is the policy of Riverbend that no smoking related paraphernalia can be on grounds or in facility. It is the policy that no knifes or weapons be on property as well. In the case of an involuntary discharge or transfer, the manager of the home shall notify you and if known, a family member and/or your legal representative of the discharge or the transfer and the specific reason (s) for the move. This will be provided in writing and in a language and manner that you understand. In the event of a transfer within the home you will have 72-hour notice. In the event of a discharge from the home you will receive a 30-day notice. If you do not have a family member or legal representative and if you require assistance, the notice will be sent to the Long-Term Care Ombudsman or Disability Rights VT or Vermont Senior Citizen Law Project. For discharge from the home refunds will be given within 15 days for funds that were paid in advance for room, board, and care. You have the right to appeal the decision by the Riverbend Residential Care Home regarding a discharge or transfer. The process for appeal will be in the termination letter. You may remain in your room during the appeal.

As part of this agreement, we expect you to adhere to the reasonable rules established in order for us to achieve management of the home.

1. Quiet before 8:00 AM and after 9:00 PM- TV/Radio off or on headphones at 10 PM- until 7 AM Overhead lights off at this time as well. (For shared rooms)
2. You will be given information on what to do during a fire drill. You are expected to participate in all drills.
3. Pets are allowed to live at Riverbend at the discretion of the management. Visiting pets are allowed as long as evidence of current vaccinations is presented to management. Pet must be clean and properly groomed. Pet must be friendly, well mannered and behave safely. Pet owner is responsible for pet's behavior and shall maintain control of the pet at all times. Staff may require immediate removal of visiting pet for any reason related to safety/hygiene/documents at any time.
4. House telephones may be used for 5-minute calls if another resident is waiting or 30-minute intervals. Beyond that we recommend that you arrange for a private phone in your room at your expense.
5. Television may be set up in your room at your request. Riverbend contracts TV services with Dish Network and you must purchase a dish box from Riverbend with a one-time fee of current purchase price unless box needs replacing. You may purchase tv services for $30.00 per month for Premier Channel listings payable to Riverbend. Regarding internet services: you may purchase through EC Fiber by signing your own contract through them paying them monthly or join Riverbend network with a 30.00 monthly.
6. Smoking is not permitted on Riverbend property. Riverbend is a non-smoking facility.
7. Please limit the amount of money or other valuables that you keep in your room or on your person. We will not be responsible for cash or other valuable items such as jewelry, etc. that may be lost, misplaced or stolen.
8. Sign in and out on log when leaving/returning to Riverbend property.
9. Food and beverages other than water are discouraged in resident's rooms to reduce pest infestation. Resident's personal food items may be stored in Riverbend's pantry and be available upon request by resident and served at dining room table.

We pledge to respect individual choice, dignity, privacy, and confidentiality. We shall maximize independence and respect self-determination. We shall respect your rights, strengths, values, and preferences while encouraging you to direct your own care and services to the fullest extent.

If this living arrangement does not meet your expectations during the first 30 days you may leave without written notice. After the initial 30 days you may terminate this agreement voluntarily with a 30-day written notice. If there are subsequent changes to the terms of this agreement such as a change in the monthly charge, we will notify you in writing 30 days in advance of the change and ask that you resign an addendum to agreement.

ADMISSIONS SERVICE AGREEMENT

Riverbend Residential Care Home is licensed by the State of Vermont as a level III residential care home that is in full compliance with the requirements of building, fire and safety codes. Residential care homes provide care to persons unable to live independently but not in need of the level of care and services provided in a nursing home. I understand and agree that the State of Vermont regulates the service provided in residential care homes. The regulations contain much more detail about how care must be provided. I understand that I may ask the manager for a copy of the regulations.

**GENERAL CARE:** Upon your admission to our residential care home, we will develop a care plan to provide services necessary to meet your personal, psychosocial, nursing, and medical needs. Staff shall provide such care with respect to your dignity, your accomplishments and your abilities. You will be encouraged to participate as fully as possible in your activities of daily life. With your permission your families are encouraged to participate in your care and in the planning of your care. Your medication treatment and dietary services will be consistent with your physician's orders.

**ROOM:** Under this agreement you will be provided with a private/semi private room. We will hold your room while you are temporarily in the hospital and are expected to return. You may bring your personal possessions with you in so far as space permits and unless the possessions will infringe upon the rights of others or can be considered a fire or safety hazard. We will clean your room weekly and as needed.

**LAUNDRY:** We will do your personal laundry unless you ask otherwise. We will provide you with clean bed linens weekly, more often if needed. Your bath linens will be provided daily. We request you label your clothing with first and last initial. We request no wool or shrinking/dry cleaning items be placed under our laundry care.

**BOARD:** You will be provided three attractive, healthy, and satisfying meals in accordance with the Vermont State regulations and dietary standards as well as according to your own personal dietary needs. Special foods are cooked upon request. We offer drinks and snacks between meals and before bed. Therapeutic diets are available when ordered by your physician.

**ACTIVITIES OF DAILY LIVING:** Activities of daily living and personal care include, but are not limited to the following, when needed: feeding support, assistance with bathing and personal hygiene, shaving, combing hair, brushing teeth, dressing/undressing, toileting, including incontinent care, assistance in transferring on or off the toilet. We will also assist with mobility as indicated by clients need. (Walker, wheel chair, cane, gait belt) or limited transfer assist from bed to/from chair.

**GENERAL CARE AND SUPERVISION:** General care and supervision means providing and or arranging necessary services to meet your needs. Services include: assisting to set up appointments, buying personal items (we will shop for you if necessary), obtaining prescriptions, keeping to a schedule by reminding you of important activities, such as meal times, monitoring your activities so as to keep you from harm, assisting you with managing your finances (request must be in writing.)

**TRANSPORTATION POLICY:** Transportation for medical appointments and local functions will be provided to you as follows: You may have up to four twenty-mile round trip outings at no additional charge per month. Miles in excess to this will be charged at the current State rate. Residents' may be charged, at a reasonable rate, for those miles in excess of 20 miles round-trip and for any or all mileage for transportation not prescribed herein. Appointments with greater than a 20-mile round trip: scheduled appointments must be in agreement with Riverbend's ongoing schedule on a first scheduled first served basis. If there is a conflict (example: we have someone else to take somewhere else) we will assist you to reschedule your appointment. Emergencies will be handled by EMS as needed and deemed appropriate and will be billed to you or your insurance carrier. We will assist you in asking your family to take you as they are able and as you wish. We encourage families to be involved up to their ability and your desire. If this is not an option, we will assist you to get your transportation for extended trips covered by public transportation as your insurance will cover. If you are not able to attend your appointment independently and need an aide to take you to your appointment, we will provide an aide for 20 dollars an hour from the point you leave Riverbend until point of return.

**MEDICATION MANAGEMENT AND ADMINISTRATION:** If you are able to self-manage and administer your medications you may keep your medication in your room in secure storage. Your physician must state in writing that you are able to manage your own medications. Facility RN must be in agreement to Self-Medication plan. In all other cases our staff will assist you under the supervision of our nurse. Our nurse and staff will observe and assess the effects of your medication and keep documentation so as to provide your personal physician with important information. If you become unable to self-administer medications, Riverbend will assist with medication administration.

**RECREATIONAL AND SOCIAL ACTIVITIES:** Daily opportunities for individual and group activities are offered. We utilize community resources to promote normal and healthy interaction with the community. Our activity programs include: a program of recreational and social activities, residents will be made aware of and encouraged to participate in all activities, residents are encouraged to suggest and help plan recreational and social activities. We will provide residents with supplies and equipment appropriate to our program or recreational and social activities.

Residents shall not be required to perform work for the licensee if resident chooses to participate in household duties it is understood that this is on a voluntary basis. Employment opportunities are not offered to residents.

**PERSONAL NEEDS:** Paper towel and toilet paper are supplied; other toiletries and personal or hygienic items are your responsibility.

**PHOTOGRAPHY CONSENT:** Signing of contract indicates consent to Riverbend to take my photograph for identification purposes, to display pictures or video of me participating in facilities activities, public displays within the facilities, or in the news release, or other informative publications provided by facility. Refusal of this consent may be revoked by signer in writing to Riverbend management.

**OVERVIEW:** As a resident you will receive room/board, bedding, laundry and housekeeping services, and such personal services as are allowed under the terms of our license issued by the State of Vermont. We provide 24-hour supervision for your safety 7 days a week. We also provide a registered nurse on duty part time at no additional charge, who is available for consultation. Our nurse supervises your medication management and teaches and delegates medication administration to our staff. Our nurse also teaches our staff how to function in relationship to your mental and physical needs and participates in the development of your personalized care plan.

RESIDENTS’ RIGHTS

1. **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. **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. **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. **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. **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 8 am. To 8 pm., or longer. Visiting hours shall be posted in a public place.
6. **6.** Each resident may send and receive personal mail unopened.
7. **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 residents own expense, maintain a personal telephone in his or her own room.
8. **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 **Disability Rights Vermont** as an alternative or in addition to the home's grievance mechanism.
9. **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. **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 resident's 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. **11.** The resident has the right to review the resident’s medical or financial records upon request.
12. **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.
13. **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. **14.**  Residents subject to transfer or discharge from the home, under Section 5.3 of these regulations, shall:
15. **a.**  Be allowed to participate in the decision-making process of the home concerning the selection of an alternative placement;
16. **b.**  Receive adequate notice of a pending transfer; and
17. **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.
18. **15.**  Residents have the right to refuse care to the extent allowed by law. This includes the right to discharge him 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 these regulations.
19. **16.**  Residents have the right to formulate advance directives as provided by state law and to have the home follow the residents’ wishes.
20. **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.
21. **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 Disability Rights Vermont.

GREIVANCE PROCEDURE FOR RESIDENTS'

If you have questions or concerns regarding your care you are encouraged to express that grievance (concern) to the owner Jennifer J. Doyle. When possible do so in writing. We will listen to your grievance/concern and suggest a resolution in writing within 48 hours of receipt of your grievance (please provide this in writing if you are able). If we cannot resolve your grievance/concern we will write a report addressing (each of) your grievance(s)/concern(s) and submit the report within 48 hours to the Long-Term Care Ombudsman or Disability Rights Vermont. The report will be a statement about the nature of your grievance/concern and a proposal as to what we the owner and or manager plan to do to rectify your grievance/concern. A copy of that report will be given to you. You have the right to have an advocate present on your behalf during any stage of the grievance process. This grievance policy and procedure is posted in a public place and a copy is given to each resident.

Ombudsman,1-800-789-4195 or 223-7990, Adult protective services 1-800-564-1612, Disability rights Vermont 1-800-834-7890[www.disabilityrightsvt.org](http://www.disabilityrightsvt.org)DAIL – Survey/Certification Complaints 1- 888-700-5330,Riverbend RCH: 802 685 2250 [riverbend2250@gmail.com](mailto:riverbend2250@gmail.com)

The undersigned has received a copy of this Riverbend Residential Care Home Contract and Rental Agreement which includes the admissions service agreement, grievance procedure and contact information. The undersigned has received information explaining the residents’ rights under state law to formulate or not formulate an advanced directives. The undersigned agrees to abide by the terms of this agreement in accordance with the regulations for the residential are homes as set forth by the state of Vermont.

Signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_

Administrator of RB

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_

Legal Rep or client/resident

Addendum for Choices for Care Medicaid Waiver Services Agreement

Riverbend Residential Care Home agrees to admit you as a resident under the Vermont Choices for Care Waiver (CFC) program. You are responsible for privately paying Riverbend Residential Care Home directly for your room/board, shopping and transportation (as defined in the Vermont Residential Care Home Licensing Regulations) at the rate of $4000 per month. If you qualify for Medicaid, you will be required to pay $761.38 per month plus any patient share portion or spend down amounts as determined by Medicaid. You will retain a personal needs allowance of at least $128 per month. Spend down: "if you are on a spend down determined by Medicaid your daily private rate will be $133.33 a day or $25.37 for room and board and $107.96 for care and services.”

Riverbend Residential Care Home will bill Medicaid (CFC) for your enhanced care services each day Riverbend Residential Care Home provides you with covered services. In addition, the Riverbend Residential Care Home will bill Medicaid (ACCS) for each day of service provided to you.

Riverbend Residential Care Home agrees that your room/board, shopping, and transportation payment, plus the funds received from Medicaid will be the sole and complete payment for required services. The home may continue to charge you the above room and board rate during absences from the home. Under the terms of the Medicaid program, the home may not ask, require, or accept from you or anyone on your behalf, additional payments on days that you are absent from the home or are admitted to another facility.

You will receive all of the before mentioned services as well as the services listed in the ACCS section, (see attached Riverbend Residential Care Home Contract and Rental Agreement). In addition, you will receive the following CFC services as needed: 1.) one hour of RN services per week 2.) Two hours of personal care assistance per day in addition to daily social and recreational activities.

Riverbend Residential Care Home will work with your Medicaid Waiver care manager to coordinate your service package.

Client\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Residents who are admitted to Room Number Four

Room Four is subject to a variance from the Department of Licensing and Protection.

Its’ dimensions do not meet the minimum square footage required by regulation, but otherwise meets regulatory requirements and can comfortably house 2 residents and their belongings.

Please be advised of this variance for room 4.

If you are changed/moved into this room, upon mutual agreement from another room, you will be notified in writing at the time of the move that there is a variance and have an opportunity to decline.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

**Television Services Agreement**

Riverbend is contracted with a satellite company. Riverbend has purchased equipment for rooms at current rate however, when or if you move out-you will need to leave Riverbend’s equipment, remote and cables. Damage to equipment by water or other means will be billed to resident.

The channel package selected will be Premier with added local packages and the NESN Channel. Riverbend reserves the right to change channel programing as needed to meet facility needs.

The cost to residents who want and choose to have TV in their bedrooms will be $30.00 dollars a month paid to Riverbend RCH. (Please include a separate check and label it TV.) It may take a week to receive and set up your room with services.

Please sign and return this notice and indicate your wish to or not to have TV and your receipt of this notice which will be added to our contract agreement.

TV services are requested\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*(will require one-time payment for receiver and $30.00 per month sent to Riverbend)

TV services are Declined\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*If at a later Date you would like to request TV Service let management know and we will provide you with a TV Service Contract.

# Internet Service Agreement

1. Riverbend has contracted internet through EC Fiber. You may purchase internet services through them or you may pay riverbend a usage fee of $30.00 a month check made payable to Riverbend RCH with internet in the memo line
2. Internet services are requested\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Internet Services Declined\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. Vermont Advance Directive for Health Care

An advance directive is a legal document that allows you to give instructions for a broad range of health care decisions and appoint an agent to make those decisions for you if you become unable or unwilling to do so yourself. It is any written communication from you, properly signed and witnessed, that speaks about your future wishes and preferences for treatment. Because advance directives express your values, they provide the best possible guidance to those who will make decisions about your care when needed. Completing an advance directive also allows you to designate a health care agent, a person of your choosing who can make decisions for you in the event that you are no longer able to speak for yourself.

You have the right to give instructions about what types of health care you want or do not want.

You also have the right to name someone else to make health care decisions for you when you are unable to make them yourself.

You may do either of these by telling your family or your doctor, but it is generally better for you and your family if you write down your wishes.

You may use this form in its entirety or you may use any part of it. For example, if you simply want to choose an agent in Part One, you may do so and go directly to Part Five to sign this in the presence of appropriate witnesses.

You are also free to use a different form as long as it is properly signed and witnessed.

You should give copies of the completed form to your agent and alternate agent, to your physician(s), your family and to any health care facility where you reside or at which you are likely to receive care. You should keep a list of those who have copies in case you revoke or revise the document in the future. You have the right to revoke all or part of this advance directive for health care or replace this form at any time. If you do revoke it, all old copies should be destroyed.

You should also file your Advance Directive with the Vermont Advance Directive Registry (VADR). To access it go to the [VT Health Department's website](http://healthvermont.gov/vadr/#_blank).

You may wish to read the booklet Taking Steps by the **Vermont Ethics Network**. You can reach them by calling 802-828-2909 or by e-mail [ven@vtethicsnetwork.org](mailto:ven@vtethicsnetwork.org).

Forms may also be downloaded from their website. [www.vtethicsnetwork.org](http://www.vtethicsnetwork.org/).