



Canterbury Inn

Occupancy Agreement



JANUARY 1, 2018 – DECEMBER 31, 2018

CANTERBURY INN.

46 Cherry Street St. Johnsbury, Vermont 05819

1. Parties To The Agreement: The parties to this Agreement are _____ (the Resident), and Canterbury Inn, (the Inn) having a place of business at 46 Cherry Street St. Johnsbury, Vermont, Caledonia County.

2. Term of The Agreement: This Agreement is effective as of _____, for one full year commencing January 1st of each new year, providing that the Resident remains eligible for and suitable for residency at the Inn, and complies with the terms of this Agreement. Rate changes will be submitted no later than December 1st for the ensuing year.

3. Occupancy Charges and Goods and Services Provided:

(a.) In consideration for monthly payments of \$ _____, (the occupancy charge) the Inn agrees to provide the Resident with the goods and services described in Exhibit A of this document. The Resident will be entitled to occupy Room # _____ of the Inn.

(b.) The Resident agrees to pay the monthly occupancy charges, in advance, on the first day of each month, unless otherwise agreed. If the Resident moves in after the first day of the month, the occupancy charge will be prorated based on the number of days the Resident will live at the Inn during that month.

4. Verification of Resident Eligibility and Suitability:

(a.) It is understood that the Inn is required by the Vermont Housing Finance Agency to verify the income of Residents prior to admission. The Resident agrees to assist the Inn in meeting this requirement by providing, upon written request and in a timely manner, such information as the Inn deems reasonably necessary to meet this requirement.

(b.) It is further understood that the Inn must verify that it is reasonable to assume that the Resident, or others providing financial support for the Resident, have sufficient income and assets to permit continued payment of the occupancy charge for the initial term of the Agreement, and any subsequent year(s) of residency. The Resident agrees to assist the Inn in verifying this financial capacity by providing, upon written request and in a timely manner, and authorizing others to provide such information as the Inn deems reasonably necessary to meet this requirement. The Resident further agrees to inform the Inn promptly of any material reduction in financial capacity which would preclude continued payment of the agreed upon occupancy charge. Should a person be admitted initially as a private pay resident in a private room, and subsequently become financially eligible for Medicaid – the Resident would be expected to take the first available double-occupancy room. However, the Resident would be able to remain in the private room at the Medicaid rate until such room becomes available.

(c.) Canterbury Inn agrees to serve you under the Medicaid Assistive Community Care Services (ACCS) program for as long as you are verified ACCS eligible and need Level III Residential Care Home Services.

(d.) For residents who are ACCS eligible without meeting a spend-down: For as long as you are verified ACCS eligible you will be responsible for paying the Inn directly for your room, board, shopping and transportation (as defined in the Residential Care Home Licensing Regulations) at the rate of \$_____ per month. You will retain a Personal Needs Allowance of at least \$_____ per month.

(e.) For residents that become ACCS eligible through a spend-down: If you must meet a spend-down to become ACCS eligible, you are responsible for paying the Inn at the private rate of \$_____ per day/month (\$_____ for care, \$_____ for room, board, shopping & transportation) until the spend-down has been met. This rate will be in effect whenever you are in a spend-down situation. This rate will pay for your room, board, shopping, transportation and care services. Once the spend-down has been met the Inn will bill the Medicaid ACCS program for your care services and you will be responsible for paying your room & board payment of \$_____ per month.

(f.) For as long as you maintain ACCS eligibility the Inn will bill the Medicaid ACCS program for your Level III care services covered by the program at the daily rate established by the Medicaid program, which is currently _____ per day. the Inn will bill the Medicaid ACCS Program at this rate for each day of service provided to you. A day of service is a day on which you are ACCS eligible, reside at the Inn, 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 Inn may not ask or require you or anyone else to pay the home for the days that you are absent from the home.

(g.) Covered services are the following services, up to the Level III level of care: help with activities of daily living; medication assistance, monitoring, and administration; 24 hour on-site assistive therapy; restorative nursing; nursing assessment; health monitoring; case management; and routine nursing tasks. These service terms are equivalent to terms included in the Residential Care Home licensing regulations.

(h.) Canterbury Inn agrees that your room, board, shopping and transportation payment, plus the funds that the Inn receives from the Medicaid ACCS Program will be the sole and complete payment to Canterbury Inn for required services except in the following two instances.

(1.) if your care needs increase to the point where you qualify for nursing home care the home may increase it's daily rate if the home can adequately meet your needs.

(2.) if your financial situation changes and you are required to meet a Medicaid spend-down that involves the ACCS program,

then the Inn reserves the right to charge its customary rates during the spend-down period.

(i.) Canterbury Inn requires that the resident notifies the home immediately if there is a change in the resident's Medicaid or ACCS status.

5. Termination of Agreement by the Resident:

(a.) This agreement, and residency at the Inn, may be terminated by the Resident without cause (i.e. other than for reasons beyond his/her control), thirty days after the Resident gives the Inn written notice of intention to terminate this agreement and leave the Inn. If the Resident does not provide thirty days notice, the Resident shall be liable for the occupancy charges up to the end of thirty days for which the notice was required.

(b.) This agreement, and the residency at the Inn, may be terminated by the Resident with cause (i.e. for reasons beyond his/her control), and occupancy charges paid for the month during which occupancy was terminated will not be refunded until the Resident or Resident family has removed from the Resident's room all personal possessions. On day of possession removal, the Inn will acknowledge that residency has terminated, and this will be considered the day of discharge. Any money paid for that month of occupancy will be refunded as of the day of discharge.

6. Termination of Agreement by the Owner: The owner is entitled to terminate this agreement with thirty days' notice for non-payment of monthly charges or for other material breach of this agreement except:

(a.) On less than thirty days notice: In the event that the Resident exhibits or develops physical or mental health problems or behavior which in the opinion of a physician, pose an imminent threat to his/her safety, or to the safety of the other Residents or Staff, this agreement and residency at the Inn by the Resident may be terminated without thirty days notice. In this event, written notice of the reason for the termination will be provided, and occupancy charges already paid for time after the Resident's departure from the Inn will be refunded.

7. Transfer of Resident to new Accommodations: In the event of termination of the Agreement by the Inn, the designated nearest relative or other responsible person for the Resident, and the Resident's personal physician, will be promptly notified of the Inn's intention to terminate and discharge the Resident. The Inn, will in the interest of the Resident, but only to the extent reasonably possible, cooperate with the Resident and the designated nearest relative or other person responsible for the Resident, if any, to arrange for discharge and transfer to other accommodations. In accordance with State regulation, the Inn will send written notice of intent to discharge to the resident or his/her designee thirty (30) days in advance. Included with this letter will be notice that

the resident and/or his designee may appeal this decision as well as information on how to do so. The resident may remain at the Inn during the appeal process in accordance with their occupancy agreement. A copy of this letter and notification will be kept on file in the Resident's clinical record.

8. Resident Orientation: It is understood that the Resident has been provided with a copy of the Resident's Responsibilities (Exhibit B), and agrees to abide by these Responsibilities as they may be amended from time to time. The Inn will provide written notice to the Resident of any change in the Resident's Responsibility.

9. Temporary Absence of the Resident: If a resident is admitted to a hospital or other health care facility and if, in the opinion of the resident's physician, there is a reasonable expectation that the Resident will be able to return to the Inn, or if the Resident is temporarily absent from the Inn for other reasons, a bed will be held for the Resident, provided that occupancy charges for this period are also paid to the Inn.

10. Resident Rights: It is understood that the Resident has been provided a copy of the Resident's Rights, (Exhibit C), as recognized by the Inn and as included in the Resident Orientation Booklet.

11. Subordination of Agreement to Regulatory Agreement and Mortgages: The Inn and Resident agree that this agreement and any renewals of amendment are subordinate to the terms and conditions of the Vermont Housing Finance Agency's Regulatory Agreement with respect to the Inn and to any mortgages that are now, or may hereafter, be placed against the Inn. The Resident agrees to execute without cost any document which may be deemed necessary or desirable to further effect the subordination of this Agreement to the Regulatory Agreement of any such mortgages. A full copy of the Regulatory Agreement is available for review upon request.

12. Contents of the Agreement: This Agreement and its attachments make up the entire Agreement between the Inn and the Resident regarding occupancy by the Resident. If any valid legal or regulatory process declares a particular provision of this Agreement to be invalid or illegal, all other terms of the Agreement will remain in effect, and both the Inn and the Resident will continue to be bound by them.

13. Attachments to the Agreement: The Resident certifies that he/she has received a copy of this Agreement and the following attachments to the Agreement, and understands that these attachments are part of the Agreement:

- Exhibit A---Goods and Services
- Exhibit B---Resident Responsibilities
- Exhibit C---Resident Rights
- Exhibit D---Resident Grievance Policy
- Exhibit E---Resident Orientation Booklet

14. Renewal of Agreement: A request by the Resident for renewal of this Lease shall not be denied except for material breach of the terms of this Agreement.

15. Advanced Directives: The Resident, upon admission to the Inn, shall be given information regarding the Ombudsman Program, the Vermont Protection & Advocacy Program, grievance procedures and information on Advanced Directives. Any Resident who already has Advance directives in place, will be responsible for providing copies of those documents to the Inn.

16. Signatures:

_____ or by _____
Resident Signature Legally Authorized Representative

_____ _____
Date signed Relationship

On Behalf of Canterbury Inn:

_____, Director

_____ Date Signed

Exhibit A

Goods and Services

Goods and Services that are available to residents and which are included in the monthly occupancy charge are as follows:

- (1.) A bedroom, furnished or unfurnished equipped with call system for summoning staff assistance as well as a wiring for cable television, internet and a private telephone. The Director may reassign a resident from one room to another if, in his or her judgement, this is desirable for the general welfare of the residents of the Inn or for the other good cause. If resident wishes to upgrade their phone or cable television services to a higher level than is offered standard at the Inn, they will be responsible for the additional charges. If the resident wishes to change to a different room, for whatever reason, then the resident will be responsible to pay for the disconnection and reinstallation of telephone and television services if they have additional upgrades. If the Director requests a room assignment be changed, it will be the responsibility of the Inn to pay for the disconnection and reinstallation fees.
- (2.) Bedroom furniture, if desired, includes a single bed with mattress and box spring, dresser, night table, wardrobe and padded chair. Residents are encouraged to bring their own furniture if that will make them feel more at home at the Inn.
- (3.) Pillows and linens, including sheets, pillowcases, blankets, mattress pads, bedspreads, towels and face clothes will be provided by the Inn. Residents may bring their own linens and pillows provided they are indelibly marked with the resident's name.
- (4.) Three meals each day with in-between meals/snacks in accordance with recommended dietary allowances. Therapeutic diets will also be prepared as ordered by a resident's personal physician.
- (5.) Use of the Inn's common areas such as lounges, bathrooms, living rooms, dining room and activity areas. A limited amount of storage space is available to each resident.
- (6.) Access to the "house" cable television.
- (7.) Access to the "house" telephone.
- (8.) Housekeeping services as well as cleaning such as windows and weekly vacuuming of resident's rooms.
- (9.) Changing of beds and laundering of linens and clothing by the Inn staff, as well as access to the Inn's laundry for personal use of desired.

- (10.) Twenty-four hour a day medical staff coverage with at least one medical staff member on duty, at the Inn, at all times. The call signal in each room is audible throughout the Inn.
- (11.) The Inn is equipped with an alarm system allowing staff to know when someone has exited the building after hours, and to assist in monitoring residents who are more prone to falls.
- (12.) Personal care as specified in the resident's person care plan which may include assistance with personal hygiene, dressing, eating, mobility, maintenance of clothing within reasonable limits, preparation of special diets, custody of and dispensing of medications and observation of physical and emotional health. All residents utilizing wheelchairs must be able to transfer independently and all medications will be stored by staff unless otherwise ordered by a resident's personal physician.
- (13.) Medication ordering through the Inn's contracted pharmacy. Other ordering methods can be used or coordinated by residents, family or guardians.
- (14.) Nursing oversight and 24-hour per day call will be provided by a Registered Nurse. It will be the responsibility of the nurse to train staff to assist residents with medications, unless a self-medicate order is received from a resident's personal physician. Extra training will be given to staff who administer or assist with insulin administration as ordered by the residents' personal physician. All medications, including over-the-counter medications, will be stored in the medication room in a locked medication cart and dispensed by the nursing staff at times specified by the Registered Nurse, or resident's personal physician unless otherwise ordered by the resident's personal physician.
- (15.) Assistance, if needed, and within normal limits, in correspondence and arranging for: visits, medical appointments, attendance at religious services, shopping, obtaining community services and other desired activities.
- (16.) Assistance, if needed, and within normal limits, in arranging for transportation through the Inn and its staff members or through Medicaid Transportation providers. Additional charges may be assessed for transportation provided by staff or others beyond a 20-mile round trip. Residents will be notified of any possible charges in advance of their scheduled trip if additional charges will apply. Canterbury Inn will work with residents and families to support on-going long-distance transports.
- (17.) Social and recreational activities within the Inn and the surrounding communities including an on-site Social Worker and Activities Director

Exhibit B

Resident Responsibilities

- (1.) Visiting Hours are from 8:00am to 8:00pm.
- (2.) Guests for meals must be approved by the head cook before the meal is served. A meal charge may be applicable.
- (3.) Residents are free to come and go from the Inn as they please, unless there is documentation from a guardian or medical provider that states otherwise. Residents must inform the staff of the Inn prior to leaving of means of transportation, general destination and estimated time of return.
- (4.) Residents may have a vehicle on site and will park in marked spaces on the south side of the building.
- (5.) Residents must designate a primary care physician and must authorize this physician to release information pertaining to the health status of the resident to the staff of the Canterbury Inn in a timely manner. This includes all medical problems and history including prescribed medications.
- (6.) Residents must be examined at their own expense by a licensed physician no more than thirty (30) days prior to admission to the Inn, and at least annually thereafter and again after any apparent change in health status observed by medical staff.
- (7.) Residents will not keep medications of any kind in their rooms, unless directed and authorized by their physician and the Inn's Registered Nurse.
- (8.) Commodes are not permitted in the resident's bedrooms unless approved in advance by the staff as necessary for a short-term illness, or as directed by a written order from a physician as necessary for use at night for a safety precaution.
- (9.) Meals will not be served in resident's rooms unless deemed necessary in the judgement of staff or a resident's physician during a short-term illness or period of physical incapacity.
- (10.) Appliances are not authorized in resident's bedrooms unless authorized in advance by the Director. All lighting fixtures brought into the Inn by a resident must be equipped with LED light bulbs.
- (11.) House telephones are available to all residents of the Inn; however, the resident will be responsible for any long distance personal phone calls. It will be understood by the resident that the "house" phone is also a business phone and the staff's link to physician's offices; therefore, the resident will be expected to keep personal telephone use within reason.
- (12.) "House" cable television is available to all residents in common areas.

- (13.) The laundry room at the Inn may be used by the residents as often as they choose at no additional cost. Personal laundry done by staff is already included in the monthly occupancy charge.
- (14.) Residents must maintain their own bedrooms in a neat and orderly manner, as well as handle light housekeeping in their own bedroom, other than window and carpet cleaning. Residents will cooperate with housekeeping staff members who are responsible for maintaining neatness and cleanliness in all common areas of the Inn.
- (15.) Residents must maintain a neat personal appearance.
- (16.) The following activities are prohibited anywhere in the Inn or on the Inn's grounds and are considered a material breach of the Occupancy Agreement:
 - a. Smoking other than outdoors, in the designated areas.
 - b. Intoxication through alcohol or use of illegal drugs. Alcohol is not permitted to be stored in a resident's bedroom and shall be stored in a location designated by facility staff and served based on written orders from a resident's personal physician.
 - c. Mounting pictures or wall decorations except when assisted by staff and kept within reasonable limits.
 - d. Entering another resident's room without their consent.
 - e. Abusive, aggressive or harassing language and/or behavior.
- (17.) Resident responsibilities are subject to revision by the Administration, alone or with the advice of residents. All residents will receive written notice of any changes to the Resident Responsibilities List.

Exhibit C

Resident Rights

<http://dlp.vermont.gov/sites/dlp/files/documents/resident-rights-rch-and-alr.pdf>

- (1.) Every resident shall be treated with consideration, respect and full recognition of the resident's dignity, individuality, and privacy. A home may not ask a resident to waive the resident's rights.
- (2.) Each home shall establish and adhere to a written policy, consistent with these regulations, regarding the rights and responsibilities of residents, which shall be explained to residents at the time of admission.
- (3.) Residents may retain personal clothing and possessions as space permits, unless to do so would infringe on the rights of others or would create a fire or safety hazard.
- (4.) A resident shall not be required to perform work for the licensee. If a resident chooses to perform specific tasks for the licensee the resident shall receive reasonable compensation which shall be specified in a written agreement with the resident.
- (5.) Each resident shall be allowed to associate, communicate and meet privately with persons of the resident's own choice. Homes shall allow visiting hours from at least 8 a.m. to 8 p.m., or longer. Visiting hours shall be posted in a public place.
- (6.) Each resident may send and receive personal mail unopened.
- (7.) Residents have the right to reasonable access to a telephone for private conversations. Residents shall have reasonable access to the home's telephone except when restricted because of excessive unpaid toll charges or misuse. Restrictions as to telephone use shall be in writing. Any resident may, at the resident's own expense, maintain a personal telephone in his or her own room.
- (8.) A resident may complain or voice a grievance without interference, coercion or reprisal. Each home shall establish a written grievance procedure for resolving residents' concerns or complaints that is explained to residents at the time of admission. The grievance procedure shall include at a minimum, time frames, a process for responding to residents in writing, and a method by which each resident filing a complaint will be made aware of the Office of the Long Term Care Ombudsman and Vermont Protection and Advocacy as an alternative or in addition to the home's grievance mechanism.

- (9.) Residents may manage their own personal finances. The home or licensee shall not manage a resident's finances unless requested in writing by the resident and then in accordance with the resident's wishes. The home or licensee shall keep a record of all transactions and make the record available, upon request, to the resident or legal representative, and shall provide the resident with an accounting of all transactions at least quarterly. Resident funds must be kept separate from other accounts or funds of the home.
- (10.) The resident's right to privacy extends to all records and personal information. Personal information about a resident shall not be discussed with anyone not directly involved in the 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.) The resident has the right to review the resident's medical or financial records upon request.
- (12.) Residents shall be free from mental, verbal or physical abuse, neglect, and exploitation. Residents shall also be free from restraints as described in Section 5.14.
- (13.) When a resident is adjudicated mentally disabled, such powers as have been delegated by the Probate or Family Court to the resident's guardian shall devolve to the guardian pursuant to applicable law.
- (14.) Residents subject to transfer or discharge from the home, under Section 5.3 of these regulations, shall:
 - a. Be allowed to participate in the decision-making process of the home concerning the selection of an alternative placement;
 - b. Receive adequate notice of a pending transfer; and
 - c. Be allowed to contest their transfer or discharge by filing a request for a fair hearing before the Human Services Board in accordance with the procedures in 3 V.S.A. §3091.
- (15.) Residents have the right to refuse care to the extent allowed by law. This includes the right to discharge himself or herself from the home. The home must fully inform the resident of the consequences of refusing care. If the resident makes a fully informed decision to refuse care, the home must respect that decision and is absolved of further responsibility. If the refusal of care will result in a resident's needs increasing beyond what the home is licensed to provide, or will result in the home being in violation of these regulations, the home may issue the resident a thirty (30) day notice of discharge in accordance with section 5.3.a of these regulations.

- (16.) Residents have the right to formulate advance directives as provided by state law and to have the home follow the residents' wishes.
- (17.) ACCS residents have the right to be away from the home for voluntary leaves of more than 24 hours, unless a legally appointed guardian directs the home otherwise. ACCS residents have the right to make decisions about such voluntary leaves without influence from the home.
- (18.) The enumeration of residents' rights shall not be construed to limit, modify, abridge or reduce in any way any rights that a resident otherwise enjoys as a human being or citizen. A summary of the obligations of the residential care home to its residents shall be written in clear language, large print, given to residents on admission, and posted conspicuously in a public place in the home. Such notice shall also summarize the home's grievance procedure and directions for contacting the Ombudsman Program and Vermont Protection and Advocacy, Inc.

Exhibit D

Resident Grievance Policy

Any resident who has a grievance shall present the grievance in writing to the Director. A written summary of the complaint shall be signed by the Resident, or the person responsible for the Resident, and submitted to the Director. If the complaint is not resolved to the satisfaction of the Resident, or the person responsible for the Resident within two weeks, then the complaint is to be filed with the local Ombudsman's office at 1-800-769-6728 or 802-748-8721. The address of the local Ombudsman is: 177 Western Avenue, St. Johnsbury, Vermont 05819. Complaints may also be filed with the Vermont Department of Licensing and Protection in Waterbury, Vermont at 1-802-871-3317 or the Northeast Counsel on Aging, 481 Summer Street., St. Johnsbury, Vermont 05819, 802-748-5182.

The Director of the Canterbury Inn can be reach as follows:

Eric Bach
46 Cherry Street
St. Johnsbury, Vermont 05819

802-748-5556

Exhibit E

Resident Orientation Handbook

On behalf of the Canterbury Inn staff, I would like to welcome you to our family. As part of our family, we want you to know that your wellbeing and happiness is very important to us. To help ensure everyone at the Inn is served to our best ability we have set forth some rules and guidelines to help bring some order to our home. To help you adjust, we have attached our *Resident Orientation Handbook*. We encourage everyone to read it, and share it with their families. We are always here to answer any questions you may have about something in the Handbook, or anything else about your new home.

Our staff have extensive experience in healthcare and residential living and are eager to make your move as enjoyable as possible. The Canterbury Inn has a very respectable reputation of providing for the dignity and integrity of our residents, as well as supporting them in their medical and social needs. We are pleased you have chosen us to provide you with quality care and a warm, caring new home.

Welcome to our family and please let us know if there is anything we can do to make your stay here more enjoyable.

Sincerely,

Eric Bach
Director

I _____ have received a copy of the Canterbury Inn's *Resident Orientation Handbook*.

Signature

Date