

Four Winds Community
Residential Services Agreement–EXAMPLE
August 31, 20yy–August 30, 20yy

Four Winds Community is an integrated lifesharing community for and with adults who may be impaired by developmental disabilities or have other special needs. Applicants for admission must be at least 18 years of age, physically well enough not to require constant medical supervision, and able to take care of their basic needs, such as personal hygiene and dressing. No person will be discriminated against in admission or placement in any Four Winds Community program by reason of age, gender, religion, race, or national origin.

Standard Services

Annual tuition for standard services is \$##,###.00. The tuition rate is reviewed periodically by the Board of Directors of Four Winds Community. A minimum of 30 days' notice of any tuition increase will be given.

Tuition covers the following standard residential and vocational services:

1. Protective services
 - a. Daily supervision of resident according to resident's mental and physical abilities
 - b. Arranging and reminding of resident appointments
 - c. Supervision of activities of daily living, nutrition, and medication
 - d. Assistance in acquiring standard medical and dental care
 - c. Short-term intervention if a crisis arises for resident
2. Access to community services
 - a. Religious services
 - b. Social, educational, recreational, and cultural training and activities
 - c. Assistance in accessing needed community services
3. Daily living and vocational training services
 - a. One or two persons per furnished bedroom
 - b. Three meals a day plus snacks when resident is at Four Winds Community
 - c. Fully furnished living and dining room
 - d. Laundry service or access to laundry facilities
 - e. Housekeeping service
 - f. Vocational training services

Services Not Included in Tuition

Tuition does not cover any of the following services, which require additional payment:

1. Medications (cost varies)
2. Haircuts or hairdressing services (cost varies)
3. Therapies provided through Four Winds Community:
 - a. Eurythmy/movement therapy (3 blocks @\$###.00 as of 8/31/yy)
 - b. Music therapy (3 blocks @\$###.00 as of 8/31/yy)
 - c. Painting therapy (1 block @\$###.00 as of 8/31/yy)
 - d. Horseback riding therapy (2 blocks @\$###.00 as of 8/31/yy)
 - e. Form drawing (3 blocks @\$###.00 as of 8/31/yy)
4. Services of a physician or allied health professional (cost varies)
5. Nursing assessments (4 visits @\$##.00/visit as of 8/31/yy)
6. Dental services (cost varies)
7. Respite care services (\$###.##/day base rate as of 8/31/yy if provided by Four Winds Community during Thanksgiving Break, Winter Break, Spring Break, or Summer Break)

8. Hampshire Hills membership (\$##.00 joining fee + 12 months @\$##.00/month as of 8/31/yy)
9. Pocket money or allowance (cost varies)
10. Special supervision services, including one-to-one care (\$##.##/hour as of 8/31/yy) and two-to-one care (\$##.##/hour as of 8/31/yy)
11. Special programs (i.e., individualized services in addition to standard services; cost varies)
12. Extracurricular activities, such as concerts, and other expenses not specifically included in standard services (cost varies)

House Rules

1. No smoking on Four Winds Community premises
2. No alcohol
3. No abusive language or gestures
4. Respectful behavior toward all residents and staff members

Temporary Absence

The New Hampshire Department of Human Services requires this agreement to provide notice of the resident's rights in the event of a temporary absence in accordance with the state statute governing residential care and health facility licensing:

RSA 151:25: Temporary Absence.

I. When a patient leaves a facility for emergency medical treatment the facility shall hold the bed open for the patient for 10 calendar days, if there is a reasonable expectation that the patient will return within 10 days and if the facility receives payment for the period of absence, provided that no town, city, county, or state funds shall be used for such payment. Temporary absences for therapeutic reasons shall be limited to 10 days a year.

II. When a patient's absence is longer than 10 days, or the facility has not received payment for the period of absence, the patient shall have the option to return to the facility for the next available bed.

Discharge or Transfer

The New Hampshire Department of Human Services requires this agreement to provide notice of the resident's rights in the event of a proposed transfer or discharge in accordance with the state statute governing residential care and health facility licensing:

RSA 151:26: Transfer or Discharge of Patients.

I. A facility shall not transfer or discharge a patient except for those reasons listed under RSA 151.21, V ["Patients' Bill of Rights"].

II. (a) Transfer or discharge of a patient shall in all instances be preceded by written notice which shall contain the following: (1) The reason for the proposed transfer or discharge; (2) The effective date of the proposed transfer or discharge; (3) The location to which the patient is transferred or discharged; (4) The name, address, and telephone number of the long-term ombudsman, established under RSA 161-F:10, and the name, address, and telephone number of the designated agency responsible for the protection and advocacy system for a developmentally disabled or mentally ill individual; (5) A statement which shall read: "You have a right to appeal the facility's decision to transfer or discharge you. If you think you should not have to leave this facility, you may file an appeal in superior or probate court."

Termination of Agreement

Grounds for termination are

1. Nonpayment of monthly tuition installment
2. Resident refusal to abide by house rules
3. Resident requirement for care at a level beyond the services provided by Four Winds Community
4. Mutual agreement between Four Winds Community and resident or resident’s legal guardian

Termination of this agreement requires 30 days’ written notice from either party. Prepayments of over 30 days will be refunded when the written notice requirement has been met, or in the event of the resident’s death.

The signatures below affirm that the resident or resident’s legal guardian has received a copy of this residential services agreement and attached standard disclosure summary, that the resident has read it or it has been read to the resident, and that the resident or resident’s legal guardian understands its contents.

Resident’s Signature

Printed Name

Date

Legal Guardian’s Signature

Printed Name

Date

Four Winds Community Signature

Paul Martin
President, Four Winds Community

Date