



## SPRING LAKE RANCH SERVICE AGREEMENT

Welcome to Spring Lake Ranch. This document is a contract between Spring Lake Ranch, Inc. d/b/a Spring Lake Ranch (the "Ranch") and you (a resident of Spring Lake Ranch (the "Resident")), a member of the Resident's family, and the party responsible for ensuring and guaranteeing the payment of all Ranch fees and associated costs arising from a Resident's stay at the Ranch and any associated programming, services, or assistance provided or arranged by the Ranch (the "Financially Responsible Party"). This Agreement contains important information about the Ranch's fees, programming, services, rules, regulations, and policies. When you, the Resident, Resident's family, and Financially Responsible Party sign this document, it will represent an enforceable contract between you and the Ranch that governs the Resident's participation in Ranch programs.

### **A. FINANCIAL INFORMATION**

#### 1. Fees.

Resident and any Financially Responsible Party are responsible for timely payment of all fees arising from a Resident's stay at the Ranch and any associated programming, services, or assistance provided or arranged by the Ranch.

Resident and any Financially Responsible Party must pay a Resident Fee. The current Resident Fee is \$450 per day and subject to change at any time following written notice to the Financially Responsible Party at least thirty (30) days prior to such change. This Resident Fee covers private room and board, program services, private therapy, psychiatric services, and local transportation. It does not cover expenses for medications, visits with outside providers of any kind, specialty therapy, personal expenses, transportation for non-medical non-ranch scheduled trips/activities, temporary one-on-one staff coverage (\$50.00 per hour), or anything else outside the scope of private room and board, program services, psychiatric services, and local transportation.

The Ranch does not charge the Resident Fee for a Resident's first day and overnight; however, the Ranch will charge the full Resident Fee for the Resident's last day at the Ranch, regardless of the time of a Resident's departure.

If the Resident is absent or on leave from the Ranch for any reason, the Ranch will continue to charge its standard Resident Fee in the Resident's absence for up to thirty (30) days. During this absence, the Ranch will maintain the Resident's place at the Ranch. If the Resident does not return or confirm in writing their desire to continue in the program before the end of this thirty (30) day period, the Ranch may terminate this Agreement and the Resident's ability to participate in any Ranch program.

In the event a Resident is discharged from the Ranch for hospitalization or a medical necessity, and the Financially Responsible Party wants to hold a place at the Ranch in anticipation of the Resident's return, the Ranch will charge one-half (1/2) the current daily Resident Fee for the first twenty-one (21) days, starting the day following the Resident's discharge. After that time, if the Financially Responsible Party wants to hold the Resident's place at the Ranch in anticipation of the Resident's return, the Ranch shall charge the full, daily Resident Fee, starting the twenty-second (22<sup>nd</sup>) day following the Resident's discharge.

In the event a Resident has, is suspected to have, or tests positive for COVID-19, the Resident, Resident's Family, or Financially Responsible Party must immediately make arrangements to transport the Resident off Ranch property to a safe place where they can recover. The Resident must leave the Ranch within 24 hours after the Ranch notifies the above parties of the need to leave the property. Spring Lake Ranch will coordinate with the Vermont Department of Health to determine when it is safe for the resident to return. During this time, the full daily Resident Fee will still apply.

## 2. Billing.

**A Resident or Financially Responsible Party must pay the Resident's first thirty days' of Resident Fees (presently \$13,500) upon the Resident's arrival at the Ranch.** Because of the initial effort involved in admissions and planning for a Resident's stay at the Ranch, this thirty (30) days of Resident Fees is not refundable for any reason. After the

nonrefundable period has expired (30 days), the Ranch shall charge the current, daily Resident Fees for the next thirty (30) days. The Ranch, however, shall reimburse the Resident or Financially Responsible Party for any paid Resident Fees, on a per diem basis, if the Resident leaves the Ranch before the end of the 30-day billing cycle. The Resident or Financially Responsible Party must otherwise pay all outstanding fees in full upon discharge.

The Ranch sends out statements on approximately the twenty-fifth (25<sup>th</sup>) day of each month. A statement includes the Resident Fees for the coming month, as well as any expenses incurred by the Resident in the previous month. All balances must be paid by the 10<sup>th</sup> of the month following the Statement date. The Ranch will charge a 1% monthly late fee on all balances unpaid thirty (30) days after the Statement date.

### 3. Allowance.

Most Residents receive a weekly allowance of spending money from their family or Financially Responsible Party to cover a Resident's personal needs such as toiletries, cost for ancillary activities, and sundry items that the Ranch facilitates and charges to the Resident. This allowance is determined at the discretion of the Resident, their family, or Financially Responsible Party, and subject to Ranch approval of the amount. The Ranch charges this allowance in the monthly Statement as an expense for the upcoming month.

### 4. Health Insurance.

The Ranch is a private pay facility and is not contracted with any insurance company. The Ranch does not participate in any third party billing. For self-submittal purposes, the Ranch is unable to provide any billing or programing details other than the monthly Statement. Notably, insurance typically pays for a Resident's medications, customary medical expenses, and some private therapy; however, that determination is made on an individual basis by a Resident's insurer.

**Please bring the Resident's health insurance card to the Ranch.** The Ranch requires this information in the event a Resident needs to see a medical provider, dentist,

therapist, or hospital provider. It is the responsibility of the Resident or their family to provide this information to the Ranch at the time of admission.

To the extent Medicaid or Medicare may cover any costs associated with a Resident's stay at the Ranch, the Resident or Resident's Family must inform the Ranch upon admission. Generally, Medicaid/Medicare does not cover the cost of residential treatment, and out-of-state Medicaid will not cover any expenses incurred in Vermont.

#### 5. Pharmacy.

The Ranch fee does not cover pharmacy bills. The Ranch works primarily with one pharmacy in Rutland, Vermont, and we assist families to arrange for payment directly to that pharmacy at the time of admission. Whenever possible, the pharmacy will bill the Resident's health insurance. Please be aware that sometimes the pharmacy is unable to bill out of state insurance companies.

Please note there is a monthly medication management fee of \$30 which covers the pharmacy cost of administering medication to a Resident according to the provider's orders. This will appear as a separate line item on your bill each month and is not covered by insurance.

#### 6. Transportation Charges

In the event a Resident needs transportation for non-medical reasons and/or at a distance of greater than 50 miles round trip, the Resident's Family will be charged \$50 per hour plus mileage at the federal reimbursement rate.

#### 7. Medical Provider Visits.

Spring Lake Ranch maintains full-time staff responsible for coordinating a Resident's visits with outside providers, including medical professionals and therapists. If the Resident has health insurance, we will provide that information to the provider's office. The Ranch will otherwise forward any bill from the outside provider to the address provided on the Ranch Billing Form, completed upon a Resident's admission to the Ranch. In the event there is a co-pay required for an appointment that cannot be billed

by the provider, the Ranch will pay that co-pay and charge it to the Resident's next Statement.

8. Miscellaneous.

Residents are not permitted to have cellphones or similar mobile communication devices at the Ranch. Having such devices is a distraction to treatment; however, the Ranch makes land line phones available to Residents throughout its campus and on each floor in the Resident's house. By signing this agreement, the Resident understands and accepts this prohibition of cellphones or similar mobile communication devices.

The Resident and Financially Responsible Party shall be financially responsible for any damage to and in a Resident's room, including furniture, equipment, and anything provided by the Ranch for the Resident's use, beyond normal wear and tear.

**B. SERVICES**

\_\_\_\_\_ (the Resident) has agreed to participate in the programs and services offered by the Ranch, a Therapeutic Community Residence program of Spring Lake Ranch, Inc. The starting date for services is \_\_\_\_\_. The terms and conditions of this Agreement shall survive and remain in effect in the event of the termination of this Agreement or a Resident's discharge from the Ranch for any reason. The terms and conditions governing participation in this program are as follows:

1. Acknowledgment, Consent, and Authorization.

The Resident, Resident's family, and Financially Responsible Party agree they have been informed of the nature and scope of the professional services available at the Ranch, and by virtue of their execution of this Agreement, acknowledge that they have been provided a copy of the current Resident and Family Handbook governing participation in Ranch programs and conduct expected while participating in these programs. The Resident, Resident's family, and Financially Responsible Party have read,

understand, acknowledge, and agree with the terms and conditions set forth in this Agreement and Resident and Family Handbook, as may be amended from time to time.

The Resident, Resident's family, and Financially Responsible Party further acknowledge that Ranch services and programs are entirely voluntary, and that many Ranch services and programs are provided in an open, rural, agricultural, and wilderness setting on a large campus surrounded by open land. There are times when a Resident can explore the Ranch campus and surrounding areas without supervision. The Ranch does not and cannot monitor a Resident's whereabouts at all times.

As such, the Resident, Resident's family, and Financially Responsible Party understand, acknowledge, and agree that there are risks associated with participation in Ranch programs, including but not limited to the possibility that, among other risks, the Resident could leave the Ranch or location of a Ranch program with or without permission or knowledge of the Ranch, or harm themselves or others. Knowing these risks, the Resident, Resident's family, and Financially Responsible Party consent to the rendering of care and treatment by the Ranch and its authorized representatives, agents, and employees, and further authorizes the Ranch to provide or arrange for any mental health care or treatment it deems appropriate.

## 2. Expected Behavior.

The Resident agrees that while enrolled and participating in Ranch programs, they will refrain from any and all disruptive or inappropriate acts or behaviors, including but not limited to: violating any local, state, or federal law; physical violence or threats toward themselves or others; any inappropriate sexual acts or sexual advances; or use alcohol or illegal drugs or other harmful or mood-altering substances, except as appropriately prescribed by a physician. Residents shall not bring or consume alcohol on Ranch premises or during any Ranch-sponsored activity, regardless of its location.

Resident must maintain abstinence from alcohol and other drugs (except as appropriately prescribed by a physician) during the entire time at the Ranch, including visits away from Ranch property. There are many reasons for this abstinence, which include but are not limited to: interference with appropriately prescribed medications,

sensitivity to other Residents who struggle with addiction issues, and the possibility of any resulting disruptive or offensive behavior.

Violation of these or any other Ranch rule, regulation, or policy can result in immediate termination from the Ranch or any of its programs. The Resident agrees they will follow any and all posted notices, warnings, advice, and other instructions from Ranch staff or its agents, and obey all Ranch rules, regulations, and policies.

### 3. Termination.

The Resident and the Ranch may terminate this Agreement at any time. The Resident, Resident's family, and the Financially Responsible Party recognize, however, that in order to provide the services covered by this Agreement, the Ranch will incur liabilities when planning future care and treatment to the Resident. Therefore, the Resident, Resident's family, or the Financially Responsible Party agree to provide the Ranch with written notice no less than two (2) weeks prior to any termination of this Agreement or any Ranch programming or service.

The Ranch may immediately terminate this Agreement at any time if, at its sole discretion, it believes it is reasonably necessary for any reason, including but not limited to ensure the physical and emotional security and safety of the Resident, other Residents, staff, employees, and non-staff located within the community. The Resident, Resident's family, and Financially Responsible Party agree that upon notification of the Ranch's termination of this Agreement, they will immediately arrange for the immediate, safe departure of the Resident from the Ranch, regardless of the reason for the termination. If the Resident, Resident's family, or Financially Responsible Party cannot or will not immediately arrange for such immediate departure, the Ranch, at its sole discretion, may make such arrangements. Costs associated with such arrangements by the Ranch shall be charged to the Resident.

It is further agreed that Resident and Financially Responsible Party shall be responsible for any costs or other expenses incurred by the Resident or in the course of providing programs and services to a Resident, regardless of a termination of this Agreement by any party.

The Resident, Resident's family, and Financially Responsible Party further acknowledge that a termination of this Agreement by any party could result in the loss of, or inability to continue, services provided to a Resident by the Ranch or other providers, including but not limited to medical or mental health treatment. The Ranch shall not be responsible in any manner to provide or facilitate continued services following the termination of this Agreement by any party.

4. Acknowledgment Regarding Services and Care.

The Resident, Resident's family, and Financially Responsible Party agree that mental health care is not an exact science. The Ranch neither makes nor offers any guarantees with respect to its programming and services or any results or outcomes associated therewith.

Furthermore, the Resident, Resident's family, and Financially Responsible Party understand that a treatment or action plan will be developed in concert with the Resident, and that plan will guide the Resident's stay at the Ranch. A discharge or transition plan will be developed, as deemed appropriate by the Ranch at its sole discretion, following successful completion of the treatment or action plan, or at the time of discharge.

5. Treatment Coordination.

The consulting psychiatrist is the Resident's primary treating psychiatrist during the time of the Resident's participation at the Ranch. This consulting psychiatrist is an integral part of the Ranch's treatment team. As such, the consulting psychiatrist will participate in decision making and sharing of information necessary to further the programming and services provided by the Ranch.

The Ranch shall maintain all Resident medical information in confidence among those delegated by the Ranch to receive such information, and in connection with any program or service provided to the Resident.

The Resident, Resident's family, and Financially Responsible Party further acknowledge and agree that the Ranch can and will share medical and mental health

information about the Resident with others, but only with those outside of Ranch programming and services as the Ranch deems, at its sole discretion, appropriate or necessary for the care and treatment of the Resident, as directed by the Resident, or as mutually agreed upon by the Resident and Resident's authorized family member(s).

While it is recognized that additional/outside consultations may be beneficial or helpful to the Resident, the Resident and the Resident's family agree not to engage any outside consultations or alternative treatment or care during the time the Resident is participating in any Ranch program without the approval of the Resident's treatment/care team at the Ranch.

6. Hold Harmless and Indemnification Agreement.

The Resident, Resident's family, and Financially Responsible Party agree to hold harmless and indemnify the Ranch and its officers, representatives, agents, and employees from any and all costs, claims, judgments, and awards of damages, without restriction and to the fullest extent permitted by law, arising out of, or in any way resulting from, the Resident's acts and omissions, including but not limited to any harm to the Resident or others, or a Resident's failure to abide by: any local, state, or federal law or regulation; the terms of this Agreement; Ranch rules, regulations, and policies, as may be amended from time to time; or rules, regulations, and policies of any service or program, as may be amended from time to time, provided or arranged by the Ranch.

In the event that the Ranch must enforce these rights, including but not limited to enforcing these rights by legal process or lawsuit, the Resident, Resident's family, and Financially Responsible Party agree to hold harmless the Ranch, and its authorized representatives, agents, and employees from any and all costs and expenses associated therewith, including but not limited to all costs and attorney fees.

7. Payment of Services and Fees.

In consideration of the programming and services provided or arranged by the Ranch, the Resident, Resident's family, and Financially Responsible Party agree to comply with all payment and financial terms of this Agreement, as outlined therein, including but

not limited to those in Section A of this Agreement, entitled "Financial Information." Fees are subject to change with or without notice.

8. Choice of Law and Forum Selection.

This Agreement shall be construed, governed, and interpreted in accordance with the laws of the State of Vermont. The parties agree that all action or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State and Federal Courts located in Vermont. This choice of venue is intended by the parties as mandatory and not permissive, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby explicitly waives any right it may have to assert the doctrine of *forum non conveniens*, or similar jurisdictional doctrine, or to object to the venue provided herein. Each party hereby stipulates and agrees that the State and Federal Courts located in Vermont shall have *in personam* jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy or proceeding related to or arising in connection with this Agreement.

9. Entire Agreement.

This Agreement and the documents attached hereto and herein referenced, as duly modified from time to time, contain the entire agreement between the parties. None of the provisions of this Agreement are intended or deemed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement. Nothing in this Agreement or any Ranch document is intended to establish a legal or medical standard of care and shall not be used as such in any dispute between the parties.

10. Grievance Procedure & Resident Rights.

Grievance procedures are outlined in the Welcome to Spring Lake Ranch Resident Handbook. In the event you feel you or your family member has received improper

treatment or have had rights violated, you have the right and responsibility to report such incidents. There are four agencies you may find helpful:

Mental Health Law Project of Vermont (800.899.2047) provides specialized representation in mental health proceedings across Vermont.

Disability Rights Vermont (800.834.7890) is an independent non-profit organization responds to problems brought by people with a mental health diagnosis.

Division of Licensing & Protection Department of Disabilities, Aging & Independent Living (888.700.5330) This agency oversees Spring Lake Ranch's licensing and regulatory compliance as Therapeutic Community Residence.

Department of Disabilities, Aging & Independent Living, Adult Protective Services (800.564.1612). This agency is one of the principle governmental agencies mandated by Vermont Law to investigate reports of abuse, neglect and exploitation of vulnerable adults.

#### 11. Acknowledgment.

By signing this document, the Resident, Resident's family, and Financially Responsible Party acknowledge they have received, read, and understood this Agreement, and that the Ranch has answered to their satisfaction any and all questions or concerns related in any way to the Ranch and this Agreement.

The Resident, Resident's family, and Financially Responsible Party further acknowledge they have read and agree to the requirements in Section A of this Agreement, entitled "Financial Information," and the documents, rules, regulations, and policies of the Ranch.

The Resident, Resident's family, and Financially Responsible Party further acknowledge they are freely and voluntarily entering into this Agreement and accepting Ranch programming and services with the full knowledge of, and agreement to comply with, all of the terms and conditions set forth herein and in all Ranch rules, regulations, and policies, as may be amended from time to time.

Signatures:

\_\_\_\_\_  
(Resident)

Date:\_\_\_\_\_

\_\_\_\_\_ Financially Responsible? (Y or N)  
(Family Member)

Date:\_\_\_\_\_

\_\_\_\_\_ Financially Responsible? (Y or N)  
(Other)

Date:\_\_\_\_\_

\_\_\_\_\_  
(Spring Lake Ranch, Inc., by its duly authorized representative)

Date:\_\_\_\_\_