

Triangle Cross Ranch Provider Agreement

Please read the following carefully. This is a legal agreement between Triangle Cross Ranch and you. The foundation of pleasant business relations is mutual understanding. Every new Rancher and their legal guardian must sign this agreement prior to their first day of any type of residence at Triangle Cross Ranch.

Accountability

- All Ranchers agree to abide by the rules and regulations of Triangle Cross Ranch and honor our philosophy, goals, policies and procedures.
- Rancher families and legal guardians agree to abide by the rules and regulations of Triangle Cross Ranch, Inc. and respect them while they are on the Ranch.

Tuition Policy

A. Tuition Rate - The cost of room and board per month is \$2,250.00. Of this amount, \$40.00 is deposited into the Ranchers "House Bank" for personal needs.

B. Tuition assistance is available on a limited basis. In order to qualify for assistance, the Rancher and his/her guardian or guarantor must fill out the tuition assistance forms annually in January. All requests for assistance are reviewed by the Board of Directors and awarded based on need and availability of funds.

C. Payments - All Rancher accounts are due on the first day of each month. Triangle Cross Ranch will charge a \$10.00 late fee on Rancher's accounts after the 10th day of the month. Interest charges at the rate of 1.8% will be added to unpaid balances after the last day of the month. Thirty days delinquency on monthly fees is cause for eviction.

D. Home Visits - There will be no pro-ration of fees due to home visits, holidays or temporary hospitalization. Food will not be supplied by the Ranch during such visits, holidays or hospitalization.

E. Notice of rate changes - Triangle Cross Ranch will provide the responsible party a 30-day written notice of changes in rates and/or charges.

10 Day Trial Period

Each and every applicant shall complete a 10 day trial period. The cost for this trial period is \$850.00, payable in advance of arrival on the Ranch. During this trial period, the Ranch will provide the basic necessities of a bed, a chair, and clothing storage for the applicant. All items for personal use shall be provided by the applicant. These items include:

Bedding

Toiletries

Towels

Clothing

Personal care items

Spending money (placed in the care of staff)

During this time, the staff will be evaluating the following:

- Personal benefit from Ranch programs and residence
- Compliance with rules, expectations, schedules and directives by staff
- General happiness of applicant with living on the Ranch
- Ability of the Ranch and its staff to meet the identified needs of the applicant
- Needs that may not have been identified during the preassessment period
- Stress levels of applicant
- Stress levels of family based on communications with staff and family member
- Energy levels
- Adjustment of the applicant to Ranch life
- Social attachments with other Ranchers
- Overall suitability of placement on the Ranch

At the end of the trial period, documentation of the visit will be provided to the family. The Director and the staff will review the documentation and interview other staff members concerning the visit for not less than 7 days.

Acceptance or denial of the applicant for the 120 day probationary period will be given in writing to the applicant and the family. Reasons for denial shall be clearly addressed and rebuttals shall be submitted by the family in writing for a period of 10 days following

the denial. Reevaluation shall be at the discretion of the Director and shall be presented to the board for approval. A Rancher who has been denied residence may a new application after three full years following the denial and shall provide professional documentation showing that the reasons for the previous denial have been addressed and resolved.

120 Day Probationary Period

All applicants shall successfully complete a probationary period of 120 days of full time residence at the Ranch. The cost of the probationary period is the charge for full time tuition.

During this time, it is suggested that the Rancher remain on the Ranch for the full 120 days without a visit home. This allows the new Rancher to adjust to life apart from the family and to become established as an adult independent from the family. Visits to the Ranch during this time by family members are encouraged, unless otherwise indicated in the care plan. Prior arrangements are necessary to facilitate visits. It is suggested that phone calls from family be limited to once per day, unless otherwise stated in the care plan.

During the probationary period, the new Rancher will experience full time Ranch life. If the Rancher is having difficulty adjusting to the life style and expectations of Triangle Cross Ranch, or if we are unable to supervise or direct the Rancher to insure safety for all, we will notify the family or guardian by phone and in writing in order to try to reach a workable and lasting solution. The family, Rancher or the Ranch Director may terminate residency at any time, according to Ranch policies and procedures for discharge.

Do not send quantities of personal possessions until full time residency is established. Triangle Cross Ranch will not assist in finding outside employment for probationary Ranchers until the probationary period is successfully completed.

At the end of a successful probationary period, the Rancher will transition to a full time resident. There is no additional requirement for this transition, and most Ranchers who are successful during the probationary period have already made this adjustment.

Services Provided

Each Rancher will receive services in the following areas according to individual need and as indicated in the Individualized Care Plan.

A. General

- Development of an Individualized Care Plan with Rancher and Rancher's parents or guardian annually and more often as needed.
- Provision of services to meet the Rancher's needs identified in the Care Plan.
- Explanation of House Rules and guidance to help the Rancher to follow the rules.
- Transportation to and from medical appointments and activities off the Ranch.
- Administration and safe storage of all Rancher records and forms.

B. Residential

- Room and Board.
- Personal bedroom for each Rancher.
NOTE: Privacy of Rancher's bedroom is respected. Rancher bedrooms are inspected periodically to ensure compliance with State Health Department health and safety regulations.
- A qualified and trained Life Coach who will provide guidance, counseling and care to the Rancher.
Each house will have one or two Life Coaches and four or five Ranchers.
- Administration of medications by medication-certified staff.
- First Aid for minor injuries as necessary.
- Bimonthly or monthly Fire Drills or Disaster Plan and explanation and guidance for Ranchers to carry out.
- Quarterly House Meetings to include review of Emergency and Disaster Plan, House Rules etc.
- Provision of personal Rancher mail received.
- A house telephone for Rancher's personal calls. Long distance calls require a calling card, there is no long distance service provided.
- Personal care and hygiene.
- Housekeeping.
- Laundry.
- Menu planning and meal preparation.
- Therapeutic diets specific to Prader-Willi Syndrome, prescribed by a physician, will be provided by the Ranch. A doctor's prescription for any a diet is required prior to admission. Implementation of such diets may require additional fees. Professional oversight of therapeutic diets shall be at the expense of the Rancher.
- Food shopping, budgeting and money management.

C. Vocational

- Participation in Ranch industry, including but not limited to fiber processing, grounds keeping duties, feeding livestock, and gardening.
- Job and employment skills
- Potential vocational outlets in the community.

D. Spiritual

- Church attendance
- Weekly Bible studies.
- Table grace at each meal.
- Prayer circle daily.

E. Social/Recreational/Physical

- Community activities.
- Games, hobbies and pastimes.
- Special Olympics.
- Ranch exercise activities.
- Annual summer camp out.
- Seasonal parties and birthday parties.
- Day to day relational skills.

F. Educational

- Continuing education when requested and paid by Rancher.
- Reading books and magazines.
- Assistance with letter writing.
- Life skills and home skills learning.
- Educational videos.

Services Not Provided

- Triangle Cross Ranch is not a medical or nursing facility. Certified or licensed health care professional are not on staff. Any situation that requires short term use of "in home care services" will be at the cost of the Rancher, including extra TCR Staff for one on one care.
- Triangle Cross Ranch does not provide a secured unit to prevent wandering or elopement.
- Triangle Cross Ranch does not guarantee care by a specific or preferred Life Coach.
- TCR does not guarantee placement within a specific or requested home unless part of the care plan and/or written agreement.
- The Rancher's family or guardian shall provide all furnishings necessary for their own use, including bed, dresser, chair, mattress pad protector, pillow, protector, bed and bath linens and towels. If unable, Triangle Cross Ranch will assist as possible.
- Triangle Cross Ranch does not provide storage space for personal belongings that do not fit comfortably into the Rancher's private bedroom.

- Triangle Cross Ranch will not be responsible for moving, transporting or maintaining the Rancher's personal belongings, nor shall TCR be responsible for any costs associated with moving, transporting or maintaining the Rancher's personal belongings.
- Triangle Cross Ranch does not provide or maintain inventories of Rancher's personal possessions. Staff will help the Ranchers safeguard their belongings, but keeping and maintaining a personal inventory record is the sole responsibility of the Rancher and his/her responsible party.

Individualized Care Plan

1. The Individualized Care Plan will be developed involving at least the Rancher, the Life Coach and the Executive Director. Legal guardians will be invited to participate in the Care Plan process at whatever level they are able and will be given copies of the care plan when it is completed. Family members who are not legal guardians will be included with the permission of the court appointed legal guardian or, in the absence of a court appointed guardian, with the permission of the Rancher. Family members will not be excluded except at the expressed request of a Rancher who is his/her own guardian.
2. The Individualized Care Plan will be formally updated annually or immediately following a significant change in behavior or doctor's diagnosis.
3. The Rancher or legal guardian may request additional services and/or request a change in the Care Plan at any time.
4. The Rancher's strengths and areas to be improved upon will be listed.
5. Long-term goals will be developed with corresponding behavioral objective and procedures/staff support for reaching them.
6. Progress on the goals is evaluated on a regular basis, noted in the Rancher's house journal and minor adjustments made as the Rancher progresses or regresses. The Care Plan is a living document and shall be adjusted as necessary to best meet the

needs of the Rancher. Regular communication with the Rancher and legal guardian shall be necessary to accommodate these minor changes.

7. The Individualized Care Plan also lists the Rancher's social/recreational activities, prescribed medications, dietary restrictions, allergies, activity restrictions and physical or mental limitations.

8. The Rancher will sign a consent form stating that they have reviewed the Individualized Care Plan and agree with it. The consent form states that the Rancher understands that they may request additional services or changes in the Individualized Care Plan in accordance with the Rancher Agreement and the House Rules.

Rancher Signature _____
Date _____

Parent/Guardian Signature _____
Date _____

Executive Director Signature _____
Date _____

Medical Care Policy

Each Rancher will have the "Rancher Medical Information Form" completed upon arrival at the Ranch and updated as needed or at least once a year. A copy will be placed in the Rancher file in the office and another kept in the Rancher's house for emergencies.

Liability Insurance Coverage

All Ranchers are insured under Triangle Cross Ranch, Inc. comprehensive liability coverage.

Medical Insurance

Triangle Cross Ranch, Inc. will not medically cover Ranchers. All Ranchers should be covered under the Medicaid or Medicare system. Otherwise the parent/guardian will be responsible for any medical costs.

Medical Care

All Ranchers will receive medical treatment when it is deemed necessary by the Life Coach, due to any change in condition or evidence of illness or infection. First Aid procedures will be enacted for all minor medical problems. A First Aid Kit is located in each Ranch house. Triangle Cross Ranch does not have a nurse or doctor on site. In an emergency health situation, 911 will be called or the Rancher will be transported to ER by staff.

Health Status Change

If there appears to be a change in the health or physical condition of a Rancher, staff may request a physical examination. Physician's Assessments will be updated yearly or at the development of the following:

- A significant change in the Rancher's condition that alters their functioning capacities
- Evidence of possible infection
- Injury or accident sustained by the Rancher that might cause a change in the Ranchers condition
- Known exposure to a communicable disease
- Development of any condition that would initially preclude admission to the Ranch.

If the Rancher's physical or medical condition deteriorates to the degree where the Rancher requires medical or nursing care or prevents the Rancher from adequate participation in Ranch programs and activities, then the Rancher may need to leave the Ranch. Triangle Cross Ranch cannot serve those individuals requiring nursing care. Such determination will be made by the physician and/or the Executive Director and the Board of Directors. Necessary alternative living arrangements will then need to be made by the Rancher's family or guardian. Reinstatement of the Rancher must be approved in writing by a physician and in accordance with the policies of Triangle Cross Ranch.

Emergency Contact

The emergency contact person in the Rancher's file will be informed when an emergency situation occurs and the emergency procedure will be followed.

Emergency Response

A minimum of one staff member who is certified in First Aid and CPR shall be on duty at the Ranch at all times when there are Ranchers present. A minimum of one First Aid/ CPR certified staff member shall be present on all Ranch outings. All staff members are trained in emergency response.

Lift Assistance Policy – effective 11/01/08

The staff of Triangle Cross Ranch shall not lift or attempt to lift any person, whether resident, staff member or visitor, who cannot rise on their own. Staff shall give verbal cues, offer balance assistance and secure the environment to ensure safety. A situation in which a person cannot rise to a standing position without direct intervention shall be deemed an emergency situation.

Medications

All prescriptions will be kept in a secure locked area in each Rancher's home and each dose taken is logged into their medication administration record (MAR). This procedure and adherence to state standards is overseen by the Ranch's qualified medication administration personnel manager. (QMAP manager). Medications are only administered by properly trained and qualified staff members.

Rancher
Signature _____ Date _____

Parent/Guardian
Signature _____ Date _____

Executive Director
Signature _____ Date _____

Agreement on Rancher Personal Funds

Triangle Cross Ranch ensures that Ranchers receiving services will have access to their personal funds for commercial or recreational needs unless contradictory to their Individualized Care Plan.

1. Each Rancher agrees to allow the staff at Triangle Cross Ranch to help them manage financial matters, in terms of monthly spending money and personal savings.
2. The Rancher will receive \$40.00 per month spending money. Any additional monies received through gifts, allowance, work income, etc. shall be distributed to the Rancher or deposited into a savings account by administrative staff according to the terms of the Individualized Care Plan.
3. The Staff at Triangle Cross Ranch will advise the Rancher about appropriate use of their personal funds but the final decision as to how much money will be spent is the Rancher's. These decisions will be monitored by staff according to the Rancher's Care Plan.
4. In the event that the Rancher owes the Ranch for expenses such as medication, personal items etc., these charges will be deducted from their personal account,

documented in their personal funds ledger and a receipt from the TCR office will be placed in their records.

5. Each Rancher agrees that staff of Triangle Cross Ranch will be responsible for all money that is to be applied to his/her account.

Procedure

1. The Ranch will disburse personal spending money (\$40.00) directly to the Rancher's personal in-house account and the Life Coach will disburse funds to the Rancher as needed and/or requested.

2. Records of the personal in-house accounts and personal savings accounts shall be kept on file for review at any time by the Rancher or parent/guardian. The records shall include:

- a. Proof of income received (deposit receipts).
- b. Proof of all expenditures (dated receipts if available).
- c. Periodic auditing of the accounts by the Director.

3. Income in excess of \$40 a month, in the form of gifts, wages, dividends or other forms of income will be applied to the Rancher's tuition or deposited in the Rancher's personal savings account at a local bank at the direction of the Rancher and his/her guardian or responsible party.

Discrepancies

1. A request for justification may be submitted by the Rancher or parent/guardian to the Executive Director for review.

2. If a question still exists after review, the grievance procedure should be followed.

Rancher
Signature _____ Date _____

Parent/Guardian Signature
_____ Date _____

Executive Director Signature
_____ Date _____

Rancher Files

1. Each Rancher shall have a file which will include the following:
 - Original Admission Packet
 - Rancher's full name (maiden name)
 - Former address
 - Date and time of admission
 - Name, address and telephone number of family, legal guardian(s) and person to notify in case of emergency
 - Date of departure and next place of residence
 - Name and address of primary and alternate physician
 - Sex, date of birth, marital status and social security number
 - Care Plan
 - Records of incidents and occurrences during residency
 - Documentation from Rancher's house journal
 - Medical information
 - List of medications
 - Legal documents including advance directives, guardianship papers, medical durable power of attorney, or legal proxy.
 - Documentation from previous placements
 - Preassessments and subsequent assessments
 - Awards, recognition received etc.

2. Records shall be either hand written in ink or typed, legible, dated, signed and made available to Ranchers and their family/legal guardian(s).
Records shall be maintained and stored so as to protect from loss, damage or unauthorized use.

3. Confidentiality shall be protected at all times.

4. Records shall be kept indefinitely following the termination of a Rancher.

5. Copies of TCR generated records shall be released only with proper release forms signed by Rancher or legal guardian. Copies of records obtained from other facilities during the admission process must be obtained directly from the facility in question.

Rancher
Signature _____ Date _____

Parent/Guardian
Signature _____ Date _____

Executive Director
Signature _____ Date _____

Discharge Policy

It is the policy of Triangle Cross Ranch to avoid involuntary discharge or eviction if at all possible. We will do everything we can to communicate any problems to parent/guardians so that together we can correct the situation in a positive fashion. If after continued problems and Triangle Cross Ranch's "best faith" efforts to correct the problems, Triangle Cross Ranch deems a Rancher unsuitable for continued residency, discharge or eviction remains the right of Triangle Cross Ranch.

Criteria for Discharge

The Rancher shall be discharged or evicted for one or more of the following reasons:

- The Ranch is no longer able to meet the Rancher's identified needs: physical, emotional, medical, mental etc.
- Nonpayment of basic services in accordance with the Rancher Agreement.
- Failure of the Rancher to comply with written policies or rules of Triangle Cross Ranch which contain notice that discharge or eviction may result from the violation of such policies or rules.
- For the following unacceptable behaviors:

Deliberate damage to property

Theft

Physical violence or continued threatened physical violence to self, staff or other Ranchers.

Possession or use of alcoholic beverages, illicit drugs or smoking on Ranch property or at any outing, event, or activity which is sanctioned by the Ranch, or in any situation in which the Rancher is deemed under the authority of Triangle Cross Ranch and/or its staff.

Possession of a weapon

Violation or disregard of safety regulations
Chronic unexcused absences or leaving the Ranch without permission or without letting the Life Coach on duty know of whereabouts
Medical complications which make the Ranch ineligible for residing in the facility through lack of specialized medical care
Refusal to participate in the overall Ranch activities program which would greatly reduce benefits derived by Ranchers
Continued, uncontrollable verbal aggression or abuse of staff or other Rancher
Failure or refusal to participate in the long-term and short-term goals as indicated in the Rancher's Care Plan
Disregard for or interference by guardian(s) in the implementation of the rules and policies of the Ranch and/or the Individualized Care Plan of any Rancher.

In the event of any of the above described behaviors, the Ranch will notify the Rancher, parent(s) or guardian(s) and attempt to eliminate this behavior. The Ranch reserves the right, during or after any probationary period, to discharge a Rancher for refusing to change any unacceptable behavior which is seen as detrimental to the effective operation of the Ranch.

Discharge Procedure

Should discharge become necessary, the Ranch and their parents/guardians will receive written 30-days advance notice of discharge.

A. Exceptions:

- Medical Emergencies
- Physical safety of self or others

B. Procedure

1. This policy will be initiated only after every solution has been explored.
2. The Rancher and their parent or legal/guardian have the right to contact advocates listed in the "Rancher Grievance Policy".
3. Discharge or transfer shall be coordinated with the Rancher and the Rancher's parent or legal guardian where proof is offered that such guardian has been duly appointed by a court of law or appropriate agency.
4. Triangle Cross Ranch assumes no responsibility for finding housing, services, transportation and/or placement for the dismissed Rancher. It is the responsibility of the

Rancher and their family/legal guardian to find and arrange for next-step housing, services transportation and/or placement,

5. Triangle Cross Ranch as a private Christian organization reserves the right of discharge with 30 days written notice for unacceptable behavior not in keeping with our philosophy and mission.

By signing, we affirm that we understand the Probationary Period & Policy and Procedure for Discharge Agreements and agree to abide by them.

Rancher Signature _____ Date

Parent/Guardian Signature _____ Date

Witness _____ Date

Rancher's Rights

Triangle Cross Ranch shall follow this written policy of Rancher's Rights. This policy shall not exclude, take precedence over, or in any way abrogate legal constitutional rights enjoyed by all adult citizens and shall include the following:

- A. The right to be treated with respect and dignity
- B. The right to privacy
- C. The right not to be isolated or kept apart from the other Ranchers
- D. The right not to be abused, humiliated, intimidated or punished sexually, verbally, physically or emotionally
- E. The right to be free from neglect
- F. The right to live free from involuntary confinement or financial exploitation and to be free from physical or chemical restraints as defined within Colorado Health Department regulations
- G. The right to full use of the facility common areas, in compliance with the documented house rules
- H. The right to voice grievances and recommend changes in policies and services. The Ranch written grievance procedure will be posted in a conspicuous place and there shall be documentation in the Rancher's records that the Rancher has read or had such a policy for handling grievances and problems explained upon admission. Such policy shall indicate that Ranchers may contact any of the following agencies and shall provide the telephone number and address of each of the following:
 - The Long Term Care Ombudsman
 - The Adult Protection Services of the Weld County Department of Social Services
 - The Advocacy Services of the Area's Agency on Aging
 - The Colorado Department of Health and the local Health Department
- I. The right to communicate privately, including but not limited to communicating by mail or telephone with anyone
- J. The right to reasonable use of the telephone in accordance with house rules which includes access to operator assistance for placing collect telephone calls. At least one telephone accessible to Ranchers utilizing an auxiliary aid shall be available if the Ranch has one or more Ranchers utilizing such and aid
- K. The right to have visitors in accordance with house rules including the right to privacy during such visits
- L. The right to make visits outside the Ranch in which case the Director and the Rancher shall share responsibility for communicating with respect to scheduling
- M. The right to make decisions and choices regarding their care and treatment and the management of their personal affairs, funds and property in accordance with their abilities
- N. The right to expect the cooperation of the staff in achieving the maximum degree of benefit from those services made available by the Ranch
- O. The right to exercise choice in attending and participating in religious activities
- P. The right to be reimbursed at an appropriate rate for work performed on the Ranch for the benefit of the Director, staff or other Ranchers in accordance with the Rancher's Individualized Care Plan
- Q. The right to 30 days written notice of changes in services provided by the Ranch including changes for any or all services

EXCEPTIONS TO THIS NOTICE ARE:

- Changes to the Rancher's medical condition that result in a documented decline in condition and that constitute an increase in care necessary to protect the health and safety of the Rancher
- Requests by the Rancher or the family for additional services to be added to the Individualized Care Plan

R. The right to wear clothing of choice unless indicated in Rancher's Individualized Care Plan and in accordance with reasonable house rules

S. The right to choose to participate in social activities in accordance with the Individualized Care Plan

T. The right to have advocates including members of community organizations whose purposes include rendering assistance to the Ranchers

U. The right to receive services in accordance with the Provider Agreement and Individualized Care Plan

Safeguarding Rancher Rights

Rancher rights can be denied only for purposes of the common good or to protect the Rancher from endangering themselves or others.

A. Any denied right will be explained to the Rancher.

B. Any denied right will be stated and documented in the Care Plan and made available to all authorized concerned parties. It will include programming required and plans for implementing programs to increase skill level to the point where the right can be reinstated.

C. Any ongoing need for the denial of a Rancher's right will be reviewed quarterly by the Director and staff and will include:

- Original reason for denial
- Current circumstances
- Need for continuation or modification of the Care Plan
- Restoration of rights will occur at the appropriate time and shall not be delayed or accelerated for the convenience of the staff or Ranch

Rancher
Signature _____ Date _____

Parent/Guardian
Signature _____ Date _____

Executive Director
Signature _____ Date _____

Grievance Policy

Any Rancher who feels they have been wronged by the staff of Triangle Cross Ranch or by another Rancher may voice dissatisfaction to the Director of the Ranch. If the Rancher is not satisfied with the Director's suggestions and/or actions or if the original complaint is against the Director, the Rancher may request audience with the Board of Directors at the next scheduled board meeting. If the Rancher is still not satisfied, they may appeal to the following:

The Long Term Care Ombudsman
P.O. Box 1805
1551 North 17th. Avenue
Greeley, CO 80632
(970) 353-3800 Ext. 3314 or 3324

The Adult Protective Services of Weld County
P.O. Box A
Greeley, CO 80632
(970) 352-1551

The Weld County Health Department
1555 N. 17th. Avenue
Greeley, CO 80631
(970) 304-6420

The Colorado Health Department
4210 E. 11th. Avenue
Denver, CO 80220
(303) 331-4600

Area for Aging
1551 N. 17th. Avenue
Greeley, CO 80631
970-353-3800

All Ranchers have the right to voice grievances and recommend changes in policies and services.

Rancher
Signature _____ Date _____

Parent/Guardian
Signature _____ Date _____

Executive Director Signature _____
Date _____

General House Rules

1. Please knock and wait to be invited in before entering another house.
2. Ranchers are not allowed to be in any house without a staff member present.
3. Ranchers shall be fully clothed outside their bedroom or bath.
4. Ranchers are not allowed in the bedrooms of other Ranchers.
5. Ranchers are expected to keep their rooms neat and clean.
6. Ranchers are expected to help with the care and cleaning of their house.
7. Ranchers are expected to help with the preparation and cleanup of meals.
8. Ranchers will observe table manners and general rules of courtesy when dealing with others.
9. Ranchers will do their own laundry. Assistance and training, if needed, will be provided by staff.
10. Ranchers are encouraged to participate in scheduled Ranch activities.
11. There is no smoking, consumption of alcoholic beverages or use of illicit drugs allowed on the Ranch premises or at Ranch sponsored activities.
12. Sexual intercourse between unmarried Ranchers is not allowed.
13. Cooking in the house is only allowed in the kitchen with a Life Coach in attendance.
14. Ranchers may have visitors during reasonable hours.
15. Ranchers may use the house telephone during reasonable hours with respect for others' rights to phone use. The possession and use of cell phones shall be determined monitored by staff, based on the Rancher's care plan.
16. Ranchers are welcome to use the common areas and use common television and radio until bedtime (generally 10:00 p.m.).

17. In the event of a serious illness or death, Life Coaches will take appropriate emergency actions, and then will notify the Director. The Director will assess the situation and give further instructions as necessary and notify the Rancher's parents/guardians.

18. There shall be no profanity of any kind.

19. Ranchers shall respect the personal space of other Ranchers, staff and visitors.

By signing this form, I agree that I have read and understand the General House Rules as stated above. I further agree to abide by these rules.

Rancher
Signature _____ Date _____

Parent/Guardian
Signature _____ Date _____

Executive Director
Signature _____ Date _____

Trades and Sales Between Ranchers

It has been the experience of Triangle Cross Ranch that when Ranchers trade or sell items between themselves or staff members, some negative results may follow:

- Some Ranchers may not remember that a deal was made.
- Some may take advantage of another's generosity.
- Some may attempt to gain friendship through generosity with their possessions.
- Disagreement may arise over a "fair price".
- Disapproval of family/guardian(s) may occur.

- Individuals may change their mind later.

As a result, it has become necessary to establish a policy that Ranchers may not trade, sell, or give personal property to other Ranchers or staff members unless there is written agreement signed by the buyer and seller and the Executive Director. If one of the parties is a Rancher, the Rancher's legal guardian must sign the agreement, if one exists. The agreement will list all items involved in the transaction and will be filed in the Rancher's Master file and/or staff member's personnel file.

Rancher Signature

_____ Date _____

Parent/Guardian Signature

_____ Date _____

Executive Director Signature

_____ Date _____

Internet, Instant Message & Email Policy for Ranchers

Guidelines

The following guidelines have been established for using the internet and e-mail in an appropriate, ethical and professional manner.

1. Internet and e-mail access may not be used for transmitting, retrieving or storing of any communications that are derogatory, inflammatory, profane or harassing in any way. A filtering device (software) must be in place prior to any and all internet accessibility.
2. Disparaging, abusive, profane, or offensive language; materials that would adversely or negatively reflect upon Triangle Cross Ranch or be contrary to Triangle Cross Ranch's best interests; and any illegal activities -- including but not limited to piracy, cracking, extortion,

blackmail, copyright infringement, and unauthorized access to any computers on the Internet or e-mail -- are forbidden.

3. Do not use the system in a way that disrupts its use by others. Life Coaches will set times and lengths of use as per the house rules.

Triangle Cross Ranch Right to Monitor and Consequences

All internet access and phone lines belong to Triangle Cross Ranch and not the Rancher. Therefore, Triangle Cross Ranch may monitor all internet use. Since the internet connection is Triangle Cross Ranch-owned, all company policies are in effect at all times. Any Rancher who abuses their privilege may be denied access to the internet and, if appropriate, be subject to disciplinary action up to and including removal from Triangle Cross Ranch.

Questions Regarding the Use of the Internet or E-mail

All questions regarding the appropriate use of the internet or e-mail must be directed to the Executive Director.

I have read and fully understand this policy. I understand that my use of Triangle Cross Ranch internet access constitutes full acceptance of the terms of this policy and consent to monitoring.

Signature: _____ Date: _____

Printed Name: _____

Signature of Guardian: _____

AUTOMATIC EXTINGUISHMENT SYSTEM

Grace House, Love House and Faith House are equipped with Fire Sprinkler Systems. The other houses are not. They do, however, meet all applicable codes for fire safety. Each house is equipped with at least one manual fire extinguisher and smoke detectors are found throughout. Fire drills are held at least quarterly in each house.

Rancher
Signature _____ Date _____

Parent/Guardian
Signature _____ Date _____

Executive Director
Signature _____ Date _____

General Ranch Policies for Ranchers, Staff and Visitors

Tobacco, Illicit Drugs and Alcohol Use

Triangle Cross Ranch is committed to maintaining a safe living environment. TCR is free of tobacco, alcohol and drugs by staff members, Ranchers, visitors and volunteers. Ranchers will not be allowed to smoke at any time during their residency, whether on or off of the property, unless expressly approved by the Executive Director.

Any person found using any of the above substances while on Ranch property will be given a "Safety Rule Violation Notice". The second violation will result in eviction from residing, working or visiting Triangle Cross Ranch. Each violation will be documented and kept on file.

Appropriate Attire and Entertainment Policy

Triangle Cross Ranch is committed to creating a Christian environment. All videos, books, magazines, posters, tapes and clothing with writing must meet the approval of the staff and Director. TCR is based on Christian concepts and we reserve the right to decide what is appropriate for Ranchers, staff, volunteers and visitors while living on, working at or visiting the property.

Solicitation

Ranchers, staff, visitors and volunteers will not be allowed without prior written consent from the Director to use Ranch property as a place of business or for solicitation for any product or service.

Entering into Contracts

No Rancher, family member, staff person or volunteer may enter into any contract for goods or services delivered to or carried out on Ranch property on behalf of any Rancher or group of Ranchers without the express permission of the Executive Director or his/her designee. Any contracts entered into for the personal use of the Life Coach shall be the sole responsibility of the Life Coach. Triangle Cross Ranch shall not be responsible for contracts abandoned by staff or Ranchers. Failure to comply with this policy will be grounds for termination or expulsion.

Negligent, Malicious or Destructive Behavior

Negligent, malicious or destructive behavior is defined as any behavior which undermines the living and working environment of the Ranch. Such behavior may include, but is not limited to aggressive or violent gestures, profane speech or gestures, gossip in any form, inflammatory speech, name calling, abusive of any kind, harassment

of any kind, accusations, self-injury, and causing or allowing physical harm. Such behavior will not be tolerated. Ranchers risk residential termination through the continued demonstration of inappropriate behavior. Staff members risk termination of employment if they, their children or guests demonstrate continued malicious or delinquent behavior.

Candles and Incense

Burning of candles or incense in houseparent quarters, Ranchers' rooms or common areas is prohibited.

Ranch Chore Policy

Ranchers are expected to spend 10 to 20 hours per week minimum performing chores in their Ranch home and around the facility depending on their ability and off-Ranch workload. Each Rancher, to the best of their ability, should be an active participant in the daily operation of their house and the Ranch as detailed below. The intent of this requirement is to assist each Rancher in becoming part of a functioning family and to control overhead costs in order to keep Ranch fees at a reasonable level.

Household Chores

Many Ranchers have not had to participate in normal household jobs before coming to the Ranch. Therefore, Triangle Cross Ranch will provide training opportunities for the Ranchers. Ranchers are assigned chores in the home. Keeping their rooms neat and clean with beds made is a requirement. Each incoming Rancher will be assigned a chore or set of chores in the home and instructed as to how to complete them. Staff will supervise all work.

Possible Household Chores

Cleaning bathrooms
Loading the dishwasher
Dusting furniture properly
Sweeping porches
Using the vacuum hand
Taking out trash

Putting folded laundry away
Sorting laundry for washing
Hanging clothes in the closet

Setting the table for meals
Properly washing dishes by

Folding clothes properly

Washing windows
Operating the dishwasher
properly

Operating the washing machine
Hanging clothes on the line

Ranch Chores

Ranchers will be called upon to help with general Ranch chores. Many Ranchers have not participated in Ranch jobs before living on the Ranch. Staff will supervise all work. Ranchers will not be thrust into a job without adequate training and supervision.

Possible Ranch Chores

Planting a garden
Weeding the garden
Special grounds projects
Exercising animals
Grooming animals
and care
Processing fiber
maintenance

Harvesting the garden
Canning/freezing produce
Feeding animals
Change animal's bedding
Helping with animal grooming

Assisting with animal health

Types and Examples of Daily Activities

Walks on Ranch and in Galeton
Household chores
Outdoor games (croquet etc.)
Bicycling
Special Olympics practice & competition
Movies
Ranch outings (fishing, parks, etc.)
Bingo
Bible studies

Ranch chores

Gardening & weeding

Board games

Reading

Prayer circle

Rancher Visitation with Other Ranchers

- All Ranchers are encouraged to visit the other Ranch homes in the evenings. Visiting Ranchers must knock and wait to be invited in before entering the home and must obtain the permission of the staff member to visit. Bedrooms doors are to remain open when a visitor is in a Rancher's room. No visitors are allowed in a Ranch home without the presence of staff.
- When all staff and Ranchers are gone from a home, the house must be locked to prevent those Ranchers who might exhibit food seeking behaviors from

unauthorized food. Locking unsupervised houses also prevents unsupervised Ranchers from being in the house without staff presence. Duplicate sets of keys are kept in the office for each house.

- Ranchers should advise staff members as to where they are going whenever they leave the house or property.

Rancher Bed Time

Because of the many activities the Ranchers participate in on a daily basis, a good night's rest is imperative. With few exceptions, all Ranchers will be in their rooms either sleeping or engaging in quiet activity that does not disturb the rest of others in the house by 10:00 pm. Later hours may be kept on Friday and Saturday depending on the schedule of events for those days and per individual house rules.

Rancher Laundry and Dryer Use

All Ranchers should be taught to operate the clothes washer and dryer in their homes. They should also be encouraged to help with the general laundry in their home. All laundry should be marked.

Rancher Pet Policy

- Each Rancher is limited to one pet.
- The Rancher must present their request for a pet to the Executive Director and Life Coach for approval prior to getting the pet. The Rancher must also agree to the terms of this Pet Policy.
- Plans for the care of the pet will be written out in detail and must be agreed upon by the Rancher, Life Coach and Executive Director.
- A damage deposit will be required. The Rancher and/or their parent, guardian and family members are responsible for any/all damages caused by the pet. Deposit is based on the type of pet and potential damage to Ranch property. The Executive Director will determine the deposit required when the written care plan is submitted for approval. The deposit must be paid in full before the pet is allowed on the premises.
- The Rancher is responsible for making sure the pet is free of communicable diseases (inoculations done annually, etc.) and is required to submit written proof signed by a qualified pet professional. Written proof must be submitted before the pet will be allowed on the premises.
- The pet must be small (non-tropical fish, hermit crabs, hamster, etc.) and is to be kept in its container (one-gallon maximum) in the Rancher's room at all times. Rabbits must live outdoors in a hutch or cage which is approved, but not provided, by Ranch staff.

- It is the Rancher's own responsibility to provide food and care for the pet. At no time is the Life Coach, another Rancher or the Executive Director responsible for the care of the pet. If the Rancher is off the Ranch (home for a visit, vacation, etc.), then the pet is off the Ranch. The pet may either go home with the Rancher or be kenneled at the Rancher's expense.
- In the event the pet is not receiving the proper care (food, water, attention, etc.) the Life Coach will work with the Rancher for improvement. If the situation does not improve, the Executive Director will be notified. If the pet continues to receive improper care the Executive Director will request that the Rancher give up the pet. It is the responsibility of the Rancher and his/her responsible party to find a proper home under such circumstances.

Special Events

Individuals birthdays, holidays and other special events may be celebrated in each home as the houseparent wishes. Families of Ranchers are encouraged to participate. Please coordinate festivities with the Resident Life Coach.

Rancher Recognition

Each month at a staff meeting, Ranchers that have shown marked improvement in some areas are nominated for special recognition. From those nominated, one or more are honored as "Rancher of the Month". Ranchers may be honored for other accomplishment(s) the Executive Director deems appropriate.

Transportation Policy

Triangle Cross Ranch makes every effort to allow the Ranchers to participate in personally rewarding off-Ranch activities such as recreational and social activities, outings and Special Olympics practices and competitions, as well as have transportation to medical and dental appointments, work, school and volunteer service activities. However, transportation costs add significantly to operational overhead. In order to provide a reasonable level of service and still keep expenses in line, Triangle Cross Ranch will transport Ranchers to all of these activities at no charge for up to 20 miles. If a Rancher needs transportation to a destination further than 20 miles, the Rancher will pay mileage at the rate of 50 cents per mile.

Policy on Ranchers Leaving the Ranch Property

Ranchers must sign out in the office and inform their Life Coach when leaving the Ranch to go on an outing with a person or persons other than Triangle Cross Ranch staff. Permissions and opportunities to leave the Ranch shall be in accordance with the Rancher's individualized care plan.

Ranchers who leave the property without informing staff or against the advice of the Life Coach, the Director or other staff members shall be considered absent without leave. Consistent absences without leave shall be grounds for dismissal. If a Rancher's absence without leave constitutes a danger to self or others, the Rancher may be immediately discharged without the customary 30 day notice, at the discretion of the Director.

Rancher Visits to the Family Home

The office should be notified when plans are made for Ranchers to go home. For transportation provided by the Ranch, the Rancher will be charged 50 cents per mile after the first 20 miles plus parking fees for transportation to airports or other destinations within a radius of 50 miles from the Ranch. Triangle Cross Ranch will provide transportation within a 50 mile radius when the Rancher needs to catch connecting transportation such as a flight, taxi, shuttle, carpool, or bus.

Transportation for these trips will fall under our regular transportation guidelines. The fees and arrangements for any and all connecting transportation, or for transportation further than 50 miles from the Ranch, are the responsibility of the Rancher or Rancher's family/guardian.

Should any change in the scheduling occur, the Ranch must be notified immediately to avoid last minute confusion. All Ranchers must sign out when leaving the Ranch and back in again upon return.

It is important that when a Rancher goes on a trip they are clean and dressed neatly. Staff members will assist the Rancher in preparing appropriate apparel for the trip and make sure that all clothing is washed and mended before packing.

Rancher Vehicles

No Rancher will be allowed to have a vehicle while residing on the Ranch.

Rancher Hygiene

Ranchers are encouraged to practice good personal hygiene including their bodies, clothes, personal belongings and bedrooms. Training and assistance with proper hygiene practices shall be provided by the Life Coach as often as necessary.

The undersigned acknowledge the receipt and understanding of these policies and agree to abide by them.

Rancher
Signature _____ Date _____

Parent/Guardian
Signature _____ Date _____

Executive Director
Signature _____

Date _____

Advance Directive Information

Rancher's Name _____ Date _____

As an adult in the State of Colorado, I have the right to consent to, or refuse, treatment. I have the right to formulate advance directives prior to my stay or any time during my residency as a Rancher at Triangle Cross Ranch.

Please initial the advance directives that you have in place. Triangle Cross Ranch cannot adhere to the wishes expressed until a copy of the documentation is a part of the Rancher's record.

_____ Do Not Resuscitate (DNR)

I understand that unless specifically ordered otherwise in writing, CPR will be initiated should the need arise. CPR will be initiated, regardless of an expressed DNR, if there are obvious signs of life.

_____ Living Will

I understand that a living will is a legal arrangement that communicates the primary's health care wishes and includes organ donation directives, but does not appoint a person to make health care decisions.

_____ Medical Durable Power of Attorney

I understand that a medical durable power of attorney empowers the attorney-in-fact to make health-care decisions for the primary, up to and including terminating care and "pulling the plug" on machines keeping a critically and terminally ill patient alive. Health care decisions include the power to consent, refuse consent or withdraw consent to any type of medical care, treatment, service or procedure.

_____ Medical Proxy

I understand that a medical proxy allows an agent to make health care decisions in the event that the primary individual is incapable of executing such decisions. Once the document is drafted, the primary individual continues to be allowed to make healthcare decisions as long as they are still competent to do so.

I have attached copies of the legal documents that establish the legal authority of the above identified advance directives. I understand that my wishes concerning my right to formulate advance directives cannot be honored unless a copy of the proper documents is part of the Rancher's file. Triangle Cross Ranch does not provide these forms and/or documents.

Rancher signature _____ Date _____

Other Signature _____ Date _____

Relationship to the Rancher _____

Executive Director Signature _____ Date _____

Release of Liability

The following release will be signed by the Rancher's parent/guardian prior to admission.

NOW, THEREFORE, THIS RELEASE OF LIABILITY (the "Release") WITNESSES THAT, for good consideration, the receipt and adequacy all of which is acknowledged by Parent or Guardian, for himself and for his disabled adult or ward, the Parent or Guardian does hereby, for himself, his ward or disabled adult, and for his and his ward's or disabled adult's heirs, executors, administrators, successors and assignees, agrees with Triangle Cross Ranch, Inc. as follows:

The undersigned parent, or legal guardian (the "Guardian") of _____, hereby requests that _____, his/her disabled adult or ward, be allowed to participate in any and all activities conducted by Triangle Cross Ranch, Inc., 36047 Weld County Road 51, Galeton, Colorado (the "Ranch") whether on or off the premises of the Ranch. Such activities are conducted for the benefit of the residents of the Ranch (the "Ranchers") and may require transportation of the Ranchers, or any one of them, on and off the Ranch.

As Guardian, I have inspected the Ranch, have inquired of the operators of the Ranch as to the nature and extent of various activities at the Ranch, whether associated with transportation or otherwise and whether on or off the Ranch, (the "Activities"), and I know and fully understand the risks and dangers involved in Ranch Activities and that unanticipated and unexpected dangers may arise or result from or during the Activities. Accordingly, I assume, and on behalf of my disabled adult or ward assume, all risk of injury to my disabled adult or ward and to my disabled adult's or ward's property that may be sustained in connection with the Activities, whether or not in and about the Ranch, and whether or not being transported to or from outside locations where Activities occur off the Ranch premises.

In further consideration of my disabled adult or ward being allowed to be involved in Activities, I hereby, for myself, my heirs, administrators, and assigns, and for and on behalf of my disabled adult, or ward, forever release, acquit, and discharge Triangle

Cross Ranch, Inc., its owners, operators, directors, officers, and sponsors of Activities, and their respective agents, officers, and officials, and all other participants in the Activities of and from any and all actions, causes of actions, claims, demands, charges, damages, expenses, compensation, and all incidental or consequential damages in equity or at law, on account of, or in any way arising out of, or resulting from my or my disabled adult's or ward's relationship with the Ranch or Activities, and any and all other related or affiliated persons, firms and corporations, whether herein named or referred to or not, its employees and agents, due to negligence, any fault, or otherwise for injuries sustained to or by my child, or ward, and or his or her property during his or her presence on or off the Ranch and his or her participation in Activities.

I represent, warrant, and certify that I am over twenty-one years old, and that I am the parent and/or legally-appointed guardian of

_____, and I further represent, warrant, and certify that I have given permission for my disabled adult and/or ward to participate in Activities, and that I have full knowledge thereof.

I certify that my permission for my disabled adult or ward to be in attendance and participate in the activities is voluntary, and that I am not, in any way, the employee or agent of the owners, operators, or sponsors of the Ranch and the activities.

I HAVE READ AND UNDERSTAND THE FOREGOING STATEMENTS AND RELEASE.

In witness whereof, I have executed this Release at _____, on the _____ day

of _____, 20_____.

Rancher Signature

_____ Date _____

Parent/Guardian Signature _____ Date _____

Notary Witness _____ Date

My commission expires on: _____

Co-Payment Guaranty Agreement

This Co-Payment Guaranty Agreement (“Guaranty”) is entered into this _____ day of _____, 20____ by _____ (“Guarantor”) in favor of Triangle Cross Ranch, Inc, a Colorado non-profit corporation (“TCR”).

Recitals

Whereas, TCR is a Colorado non-profit corporation located in Galeton, Colorado and which provides residence and services (the "Services") for developmentally disabled adults, in this particular case _____ (the "Rancher"), and for which the Rancher pays to Triangle Cross Ranch a monthly fee; and
Whereas, the Rancher has entered into an agreement with Triangle Cross Ranch and has undertaken certain obligations to pay or to have paid the monthly fee for the Services (the "Agreement"); and
Whereas, Guarantor wishes to guarantee the obligation and payment of the Rancher in favor of Triangle Cross Ranch under the Agreement; and
Whereas, Guarantor acknowledges that he/she will realize substantial benefits as a consequence of Triangle Cross Ranch's execution, delivery and performance of the Agreement.
Now, therefore, Guarantor hereby agrees as follows:

Agreement

1. Consideration. Guarantor hereby acknowledges that he/she has, directly or indirectly, received good and sufficient consideration for the execution and delivery of this Guaranty.
2. Guaranty. Guarantor hereby unconditionally and irrevocably guarantees the payment and performance of all the obligations of Rancher under the Agreement, including without limitation the performance of all the payments undertaken by Rancher in the Agreement (all of such obligations being referred to as the "Obligations").
3. Independent Obligations. The obligations of Guarantor are independent of the Obligations of Rancher. No circumstance which operates to discharge, or to bar, suspend, or delay Triangle Cross Ranch's right to enforce any Obligation of Rancher to Triangle Cross Ranch shall have any effect upon the enforceability of Guarantor's obligations to Triangle Cross Ranch hereunder.
4. Delays and Waivers. No delay or omission on Triangle Cross Ranch's part in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on any one occasion shall not be construed as a bar or waiver of any right or remedy on any future occasion. No waiver or consent by Triangle, and no purported amendment of this Guaranty, shall be binding upon Triangle Cross Ranch unless it is in writing and signed by Triangle Cross Ranch.
5. Binding Effect; Termination. This Guaranty shall inure to the benefit of Triangle Cross Ranch and any successor or assigns of Guarantor, and shall be binding upon Guarantor and upon Guarantor's successors and assigns. Guarantor's obligations hereunder shall continue in full force until all of the obligations have been performed in full.
6. Applicable Law. This Guaranty shall be construed and enforced in accordance with the law of the State of Colorado, notwithstanding that state's rules relating to conflicts of laws. Wherever possible, each provision of this Guaranty shall be interpreted so as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent

of such prohibition or invalidity, without invalidating the remainder of such provision or remaining provisions of this Guaranty.

Signed and delivered as the date first written above.

Guarantor _____ Date _____
signature

Guarantor _____ Date _____
printed name

Notary witness _____ Date _____

My commission expires _____

Addenda to Rancher Agreement

The following are Addenda to this Agreement and shall be attached:

- The Rancher Care Plan
- House Courtesy Rules which apply specifically to the house of placement
- PWS Addendum (for PWS applicants)
- PWS Policies (for PWS applicants)

