

## ADMISSION AGREEMENT

**Between**

*Enter Name of Facility*

**And**

*Enter Name of Resident/Patient*

Welcome to the Nursing Home, a smoke free facility. This Admission Agreement (“Agreement”) explains the services the Nursing Home will provide to you as well as the Nursing Home’s obligations to you during your stay. It also explains your obligations, including financial obligations, as a resident of the Nursing Home. Be sure that you, and/or your Designated Representative or Financial Representative, read through the entire Agreement, and please ask your Nursing Home representative questions about any part of it that is not understood. This is very important because when you and/or your Designated Representative or Financial Representative sign this Agreement, you will be indicating that you understand, and agree to comply with and be bound by, all of its terms.

### Terms and Definitions

**Resident:** The person admitted to the Nursing Home for care and treatment.

**Designated Representative:** The person (usually next of kin) who shall receive information, along with the Resident, and who shall assist and/or act on behalf of the Resident to the extent permitted by State law to make decisions regarding care, treatment and well-being if the Resident lacks the capacity to make such decisions. The designation occurs by court order, by resident (assuming resident has capacity to make such a designation) or by family members or others who have an interest in the well-being of the resident. The Designated Representative cannot act with the authority of a health care agent (unless also appointed under a Health Care Proxy), but may be considered the surrogate under the Family Health Care Decisions Act.

**Financial Representative:** The person, such as an attorney-in-fact under a Power of Attorney, legal guardian, conservator, joint tenant or representative payee, who has legal access to and authority to handle the Resident’s assets and financial information, and who agrees to assist the Resident in meeting his/her financial obligations under this Agreement.

**Guardian:** A person, corporation or public agency appointed by the New York State Supreme Court, Surrogate’s Court or County Court to act on behalf of an incapacitated person in providing for personal needs and/or property management.

**Health Care Agent:** The person designated under a health care proxy to make health care decisions on behalf of the Resident.

**Net Available Monthly Income (“NAMI”):** The Resident’s income from Social Security, pensions and other sources used to offset the cost of their nursing home care.

## 1. Admission Standards

The Nursing Home will accept and retain only those residents for whom it can provide adequate care. Prior to admission, you will have been evaluated by nursing, social work and the Medical Director or a designated physician, all of whom will follow prescribed admission procedures for the purpose of determining the appropriate level of care. The Nursing Home does not discriminate based upon race, creed, color, religion, veteran status, national origin, age, sex, sexual preference or sponsorship, marital status, disability, blindness or source of payment in its admission policies, and the Nursing Home does not consider these qualities when deciding whether to accept you for admission.

The Nursing Home will not accept applicants who pose a risk of harm to themselves or to the other residents. The Nursing Home is not required to admit or retain residents who, because of behavioral disorders, are a danger to themselves or others, or whose behavior is so unacceptable that it interferes with the care and comfort of other residents. For your own safety as well as the safety of other residents, if you suffer from a communicable disease, you will not be admitted or retained unless a physician certifies in writing that the risk of transmissibility is negligible and you pose no danger to other residents, or if the Nursing Home is equipped and staffed to manage such cases.

As required by law, the Nursing Home is a smoke free facility. This ban applies to smoking both indoors and outside on the Nursing Home grounds. Upon request, the Nursing Home will provide you with a copy of its smoking policy.

Finally, the Nursing Home requires you to comply with all its rules and regulations, as well as with all reasonable requests of the Nursing Home Administrator and other duly authorized persons.

## 2. Financial Responsibility

It is important to realize that **when you apply for admission to the Nursing Home, you are agreeing to pay the cost of the care that will be provided to you.** Whether you pay for this care directly or whether your care is paid for by a third party, the Nursing Home requires payment in order to be able to provide services to you. In many instances, the source of payment for your care will change over time, and may involve private insurance, Medicaid or Medicare or others who may pay part or all of the cost of your care. For example, if you exhaust resources and/or deplete assets set aside to pay for your care at the Nursing Home, you (and/or your Financial Representative on your behalf) should apply for Medicaid so that the Nursing Home is paid for providing care to you. If the source of payment changes, you and/or your Financial Representative will be expected to take steps to secure payment from a collateral source, such as Medicaid, and/or to help the Nursing Home in its efforts to obtain payment for your care from these other sources.

### A. Resident Responsibilities for Cost of Care

By signing this Admission Agreement, you agree to the following:

1. You will be charged a daily rate for the care and services provided to you, and billed on a monthly basis. You agree to pay the Nursing Home on the first day of each month the full amount for the upcoming month.

2. The daily rate for your room selection is \$\_\_\_\_\_. Should you request a change to your room or should your medical needs require a change to your room, your daily rate will be adjusted to the then current daily rate in place for such room at the time of your transfer. If you qualify for Medicare, Medicaid, or other insurance coverage with which the Nursing Home has negotiated a daily rate, the Nursing Home will accept such negotiated daily rate in lieu of the daily rate for the services and supplies covered by such third-party payers. Charges for additional physician or physician-ordered services are payable directly to the Nursing Home or to the other provider of services.
3. Your insurance company, Medicare, Medicaid or a third party may only pay part of the daily rate on your behalf. In such situations, you agree that you will pay any amount that is not covered by your insurance company, Medicare, Medicaid or any other third party.
4. The Nursing Home will at times need to increase the daily rate to cover the cost of care. This increase is separate and apart from any daily rate change due to your decision to transfer to a different room. You will receive thirty (30) days written notice before any new rate is to be implemented. If you decide to remain in the Nursing Home at the new daily rate, then this Agreement will remain in full force and effect and you agree to pay any increases in that daily rate.
5. As you reside in the Nursing Home, you may find that you become eligible for federal, state or county assistance to pay for the cost of your care. You agree that you will take all required steps in a timely fashion or in the time frame indicated by the Nursing Home (such as accurately completing and signing any applications, financial disclosures or other required forms; and attending hearings or other proceedings), and work with the Nursing Home, in good faith, to complete any application or recertification process necessary to obtain such assistance. In addition, if you become eligible for Medicaid, the Nursing Home will become representative payee for such amounts in order to ensure that you are appropriately paying for your care.
6. If you qualify for Medicare, there are co-pays and other contributions for which you remain financially responsible. You agree to pay those amounts to the Nursing Home. Please note that Medicare does not pay for days when you are not in the Nursing Home (for example, if you are transferred to a hospital). If you wish the Nursing Home to hold your bed in your absence, you must pay the entire daily rate for those days you wish the bed be reserved for you. Additional information regarding the Nursing Home's bed retention policy can be found in Section 5 below.
7. If you qualify for Medicaid and are receiving a pension, Social Security income or other federal benefits, Medicaid expects that you will use those benefits as your Net Available Monthly Income (NAMI) to contribute to the cost of your care and will reduce its payment to the Nursing Home accordingly. By signing this Admission Agreement, you are voluntarily agreeing to a) use your pension and federal benefits, including your Social Security income, to contribute to the cost of your care; and b) assign those benefits to the Nursing Home. To assist

you in fulfilling this obligation, the Nursing Home will become representative payee for such pension and federal benefits including your Social Security income if you wish. See Addendum IV.

8. You agree to provide updated financial information when requested. You also agree that you will alert the Nursing Home to any unexpected or sudden change in your financial condition. Because of the delay in the Medicaid application process, you may be asked to begin that application process two (2) months or more before your financial resources reach the point where you would be eligible for Medicaid. See Financial Resource Worksheet.
9. If you apply for Medicaid and then your liquid assets are exhausted or unavailable before you become a Medicaid recipient, you agree to pay your monthly income to the Nursing Home as partial payment for the daily rate.
10. The Nursing Home is providing care to you, and you agree to pay for the cost of such care. Since the Nursing Home is entitled to payment for services rendered, you and any Financial Representative (collectively, the “Undersigned”), personally and independently guarantee continuity of payment to the Nursing Home for the cost of your care. Unless the Financial Representative or Designated Representative is legally obligated by law to pay for your care (as your spouse may be), the Financial Representative and Designated Representative are not required to use their personal resources to pay for your care. However, if necessary to pay the Nursing Home for your care and without incurring the obligation to pay personally from his/her funds, the Financial Representative and Designated Representative personally agree to use your income, assets and resources for payment amounts due hereunder.

B. Financial Representative Responsibilities for the Benefit of the Resident

Intending to be legally bound, the Financial Representative agrees to undertake the following obligations for the benefit of the Resident:

1. The Financial Representative understands that he/she is a Financial Representative of the Resident because the Financial Representative has access to the Resident’s income, assets, resources and financial information.
2. The Financial Representative understands the Resident must pay for the care received at the Nursing Home as described in this Agreement and agrees that the Resident wishes the Financial Representative to comply with the obligations set forth in this section.
3. The Financial Representative wishes to assist the Resident and to facilitate the Resident’s admission to the Nursing Home.
4. The Financial Representative agrees and acknowledges that the Nursing Home will be relying on the Financial Representative’s agreement to provide the following assistance to the Nursing Home:

- (A.) **Financial Representative will use Resident's financial resources to pay the Resident's bill at the Nursing Home:** Without incurring the obligation to pay for the cost of the Resident's care from the Financial Representative's own funds, the Financial Representative personally agrees to use the Financial Representative's access to the Resident's income, assets, resources and financial information to aid the Resident in meeting his/her obligations under this Agreement.
- (B.) **If the Resident runs out of money to pay the Nursing Home, the Financial Representative must complete a Medicaid application on behalf of Resident:** If the Resident's income, assets and resources are depleted and if the Financial Representative has access to the Resident's income, assets, resources and financial information, the Financial Representative agrees: 1) to timely and thoroughly complete the Medicaid application and recertification processes; 2) to keep the Nursing Home apprised of the status of the Resident's Medicaid application and recertification; and 3) to seek the assistance of the Nursing Home should a difficulty arise during the Medicaid application or recertification processes.
- (C.) **The Financial Representative will use Resident's money to pay the Nursing Home:** More specifically, the Financial Representative will use his/her access to the Resident's income, assets, resources, and financial information to ensure continued satisfaction of the Resident's payment obligations to the Nursing Home and/or Rochester Regional Health and agrees not to use or transfer the Resident's income, assets, resources or financial information in such a way as to place the Nursing Home and/or Rochester Regional Health in a position where the Nursing Home and/or Rochester Regional Health cannot receive payment from either the Resident's funds or Medicaid. Should it later be determined that a transfer of the Resident's income, assets, or resources has occurred which creates a Medicaid penalty period or otherwise prevents the Resident's full and timely qualification for Medicaid, the Financial Representative will take any and all steps necessary to return such income, asset or resource to the Resident's full use for payment to the Nursing Home and/or Rochester Regional Health of charges incurred.
- (D.) **If Resident receives Medicaid and if Medicaid states that Resident must pay a portion of the Nursing Home bill, Financial Representative will pay that portion of the bill from the Resident's money:** If the Resident becomes Medicaid eligible and if the Financial Representative has access to the Resident's income, assets, resources and financial information, the Financial Representative personally agrees to assure that the Nursing Home is paid from such income, assets and resources any excess resources as calculated by the Medicaid agency and that portion of the monthly Medicaid rate which the Medicaid agency may direct the Resident to pay towards the cost of his/her care (NAMI).
- (E.) **The Financial Representative must provide accurate information**

**about the Resident's finances:** The Financial Representative personally agrees to assist in meeting the disclosure of information obligations under this Admission Agreement if necessary and if requested, by providing to the Department of Social Services or other entities, timely and complete financial information and/or documentation of the Resident's income, assets, resources or financial information to which the Financial Representative has access; and

C. Breach of Resident's and/or Financial Representative's Obligations

1. In the event you (the resident) fails to pay for the cost of your care, fails to assign to the Nursing Home benefits you are receiving that are for the cost of your care, or otherwise fails to comply with the obligations in section 2(A) above, you will be in breach of this Agreement and agree to pay damages the Nursing Home may incur, including but not limited to attorneys' fees and court costs.
2. In the event the Financial Representative fails to comply with the obligations in section 2(B) above, the Financial Representative will be in breach of this Agreement and agrees to pay damages the Nursing Home may incur, including but not limited to attorneys' fees and court costs.
3. Please note that the Nursing Home will rely on all of the financial resource information you provide to it. If you provide false information or misrepresent your financial resources, or withhold or fail to disclose material financial information such that the Nursing Home cannot recover reimbursement for your care, you will be in breach of this Agreement. In that case, you may be held liable for any damages that the Nursing Home may incur including attorneys' fees and court costs.
4. In addition, in the event of any breach under the Admission Agreement, you agree to voluntarily discharge yourself from the Nursing Home as soon as a safe discharge plan is arranged.
5. In the event of any breach under the Admission Agreement and the Nursing Home cannot safely discharge you, you agree to reimburse the Nursing Home for the full cost of any care provided to you, without limits, during the time in which you remain at the Nursing Home until a safe discharge can be arranged.
6. If you are discharged from the Nursing Home for failure to pay for the cost of your care, the Nursing Home will collect any outstanding amounts from you, including attorneys' fees and court costs.
7. The Nursing Home reserves the right to assess a charge on a monthly basis at a rate of 16% per year on any private pay balance that has not been paid within thirty (30) days from the billing date. You also agree that the Nursing Home may use any personal fund balances to pay outstanding unpaid charges for deductible and coinsurance amounts, and for any other amounts due the Nursing Home under this Agreement.

### 3. Nursing Home Services

This Agreement describes the services that will be provided to you by the Nursing Home once you are accepted into it. Please note that there are three (3) types of services that you may receive: 1) Basic Services, which the Nursing Home provides to all residents and which are included in the daily rate; 2) Special Services, for which a resident must pay in addition to the daily rate; and 3) Medicaid-covered Services, which are provided to residents who are Medicaid recipients. These services are described more fully below.

#### A. Basic Services

The following services are included in the cost of your daily rate, and there is no additional charge for your use of them:

- Room and Board, including special diets as prescribed by your physician
- 24 hour Skilled Nursing Care
- Assistance and/or supervision when required with activities of daily living, including but not limited to, toileting, bathing, feeding and ambulation assistance
- Services in the daily performance of their duties by the Nursing Home's staff concerned with resident care
- Social Work services as needed
- Therapeutic recreation services
- Customarily stocked equipment including, but not limited to crutches, walkers, wheelchairs or other supportive equipment, except when a specific item is prescribed by a physician for regular and sole use by you. In such case, it is your responsibility to purchase those items on your own
- Standard equipment, medical supplies, and modalities in a quantity usually used in your everyday care including, but not limited to, catheters, hypodermic syringes and needles, irrigation outfits, dressings and pads
- General household medicine cabinet supplies including, but not limited to non-prescription medication and materials for routine skin care, oral hygiene and care of hair, except when specific items are medically indicated by a physician and provided by you for exceptional use. If you desire a medicine cabinet item which the Nursing Home does not supply, then you are financially responsible for the purchase of such item
- Gowns as required by your clinical condition (unless your designated representative elects to furnish them) and laundry services for these and your other launderable personal clothing items
- Clean bed linen as needed, changed at least twice weekly
- Kosher dietary products prepared in accordance with religious requirements when requested, provided that you, as a matter of religious belief, desire to observe Jewish

dietary laws

B. Special Items/Services

The following services are not included in the daily rate. If these services are provided to you through the Nursing Home, pursuant to Nursing Home policy, physician orders, or your election to receive such services, then you agree through this Agreement to be responsible for payment of their costs. The following are examples, and not a complete listing, of items and services that the facility may charge to residents' funds if they are requested by a resident, if they are not required to achieve the goals stated in the resident's care plan, if the facility informs the resident that there will be a charge, and if payment is not made by Medicare or Medicaid:

- Physician Services
- Podiatry Services
- Radiology Services
- Laboratory Services
- Electrocardiogram
- Respiratory Therapy Services and Supplies
- Transportation
- Ophthalmology Services
- Dental Services
- Speech Evaluation and Supplies
- Physical Therapy Services
- Occupational Therapy Services
- Pharmaceutical Services
- Audiology Services
- Telephone, including a cellular phone.
- Television/radio, personal computer or other electronic device for personal use
- Personal clothing
- Personal comfort items, including smoking materials, notions and novelties and confections
- Personal reading matter
- Cosmetic and grooming items and services in excess of those for which payment is made under Medicaid or Medicare
- Gifts purchased on behalf of a resident
- Flowers and plants
- Cost to participate in social events and entertainment outside the scope of the activities program
- Non-covered special care services such as privately hired nurses or aides
- Private room, except when therapeutically required (for example, isolation for infection control)

C. Medicaid-covered Services

If you have qualified for Medicaid and your cost of care is paid for by Medicaid then, in addition to all the Basic Services, you are entitled to receive the following services at no additional cost above the daily rate. These services are included in the daily rate for Medicaid recipients only.

- Physician Services
- Dental Services
- Speech Evaluation and Supplies
- Physical Therapy Services



- Occupational Therapy Services
- Audiology Services
- Pharmaceutical Services
- Medical Appointment Transportation

#### 4. Prescription Drugs

Charges for prescription drugs prescribed by a physician (excluding over-the-counter medications) are not included in the Basic Services. To the extent that prescription drug charges are not covered by Medicare, Medicaid or other third party payors, the costs must be paid by the Resident.

In certain circumstances, if the Resident is a Medicaid Beneficiary but Medicaid does not cover the Resident’s prescription drug charges, the Nursing Home may cover such costs.

If the Resident is a Medicare beneficiary, the Resident shall enroll in a Prescription Drug Plan (“drug plan”) under Medicare Part D. Upon request, the Nursing Home will assist the Resident or designated representative or financial representative in selecting a drug plan that best meets the Resident’s needs.

#### 5. Bed Retention Policy

A Resident may find that a medical illness or other matter may require that the Resident be away from the Nursing Home for some period of time. All Nursing Home Residents have the option of keeping their bed available for their return. This does not apply to Residents who occupy ventilator beds. Because Residents are charged a daily rate for their stay in the Nursing Home however, they must pay that daily rate if they wish to hold that bed even though not occupying it. Please note that most insurance companies (including Medicare) do not pay for a bed hold, and if you choose to retain your bed in your absence, you may be liable for the full amount of the daily rate. Medicaid will pay for a bed hold subject to certain conditions.

“For example, currently, subject to certain restrictions, Medicaid may pay for a bed hold for a Resident receiving hospice services of up to fourteen (14) days in a twelve (12) month period for hospitalization(s), and for a bed hold for any Resident of up to ten (10) days in a twelve (12) month period for therapeutic (non-hospitalization) leave. If you are on Medicaid, your bed will be reserved during such leaves so long as you have established residency at the Nursing Home and do not exceed the 10 day therapeutic bed hold period or, if receiving hospice services, the 14 day hospital bed hold period. Such bed hold caps are based on a rolling twelve (12) month period beginning on the date the Resident establishes residency at the Nursing Home. If a Resident on Medicaid exceeds these bed hold caps or if the Resident does not qualify for a bed hold, then the Nursing Home may release the bed. This means that the bed will be open for a new admission unless the Resident or someone on behalf of the Resident agrees to pay the daily rate to the Nursing Home for each day the Resident is not in the Nursing Home.”

When a Resident with no bed hold wishes to return to the Nursing Home, the Nursing Home shall offer the Resident priority readmission. “Priority readmission” means that the Resident is entitled to the first available semi-private room. You should know that any Resident is entitled to priority readmission after a hospitalization or therapeutic leave even if the Resident has no bed hold or had a bed hold but it expired. So without a bed hold, the room you return to with priority readmission may not be the same room that you previously were in, but you will still be entitled to a room unless you have been discharged and are no longer a resident.

By checking below, you are indicating that you wish your bed to be held when you leave the Nursing Home and you agree that you will pay the full daily rate (unless covered by Medicaid) for each day that the “bed hold” is in effect.

- PLEASE HOLD MY BED IN THE EVENT I AM AWAY FROM THE NURSING HOME. I AGREE TO PAY THE DAILY RATE FOR EACH DAY MY BED IS HELD. I UNDERSTAND THAT I AM NOT OBLIGATED TO CHECK THIS BOX AND I AM NOT OBLIGATED TO AGREE TO MAKE THIS PAYMENT.

6. Responsibilities of the Nursing Home

The Nursing Home strives to provide an environment that is safe, clean, comfortable and welcoming to its Residents and their family and friends. In addition to the services listed above, the Nursing Home will also provide and/or arrange for the following services:

A. Laundry Service

Personal clothing is laundered on the premises at no additional charge to the resident. Whether this service is utilized or an independent source of laundering is used, we ask that all clothing items be marked with the Resident’s name. Please notify nursing staff of any clothes brought in for a Resident.

B. Personal Services

The Nursing Home will assist you in arranging for the following services. Please note that you are responsible for the fee for them unless otherwise specified below.

- Beautician and barber services
- Basic satellite television service is provided at no charge for our residents.
- Personal telephone service within the local calling area is provided at no charge to our residents. Any telephone service beyond the local calling area or long distance can be arranged by contacting the local phone company directly. Costs associated with additional telephone services are the responsibility of the resident

C. Physician Visit

To ensure our Residents’ health and well-being while at the Nursing Home, the Nursing Home requires that you receive regular medical visits from a physician on the Nursing Home Medical Staff or from nurse practitioners or physician assistants who are authorized to provide services to Nursing Home residents. The Medical Director will make arrangements for another physician, or nurse practitioner or physician assistant to see you if the attending physician is not available for regular or emergency visits. If you so choose, you may see your personal physician provided he or she is credentialed to see residents at the Nursing Home. You agree to a medical visit at least every thirty (30) days for the first ninety (90) days of your stay at the Nursing Home, and every sixty (60) days thereafter. You also agree to have more frequent visits when medically indicated, and to have an annual health review and annual dental examination. In addition, you shall report unexpected changes in your condition to the nursing staff and/or responsible physician.

If your physician orders a diagnostic study, medical care or treatment which cannot be performed in the Nursing Home, then you shall be transferred to another appropriate health care facility. Such transfers shall be made at the request of or with the approval of the attending physician.

You will have the opportunity to participate in your care plan and proposed treatment. You have the right to refuse to participate in experimental research and to refuse any medication and treatment after being fully informed and understanding the consequences of such actions. By doing so, you accept responsibility for your own outcome.

D. Safeguarding Valuables

Although not required, a Resident may wish, for security reasons, that personal money be managed by a Resident's Financial Representative or deposited in a personal account within the Rochester Regional Health. Money should not be left in the Resident's room. Personal money can be deposited or withdrawn through a designated Rochester Regional Health staff member at any time. For withdrawals over \$50.00, the Nursing Home requests a two (2) business day notice. Deposits and withdrawals from personal accounts are documented on receipts and monthly statements provided to the Resident or his/her Financial Representative. If you are discharged, any refunds from your personal account will be made pursuant to Nursing Home policy.

The monetary and emotional worth of valuables (e.g. jewelry, collectibles) must be closely considered prior to bringing them to the Nursing Home. Although a locked drawer is available for each Resident, there have been unfortunate situations where a drawer was not used or was not locked and a valuable has been misplaced. If valuables cannot be maintained by the family, we encourage that they be deposited in the Nursing Home's safe. This can be done through the Social Work Department. Residents will have access to deposit or withdraw from the safe Monday through Friday 9:00 a.m. to 4:30 p.m.

You agree that the Nursing Home is not responsible for money, valuables or personal belongings that are not given to the Nursing Home for safekeeping.

E. Recommendation/Complaint Policy

Residents, family and friends can assist in the care of their loved ones by bringing recommendations and complaints to the attention of staff members as quickly as possible. The staff will contact the appropriate department and the situation will be addressed as quickly as possible. Residents, family and friends are encouraged to relate, either orally or in writing, any unresolved recommendation or complaint to the Nursing Home staff or Administrator. The staff will notify the Administrator or Social Worker who will respond as soon as possible.

F. Resident Responsibilities

The comfort and well-being of all Residents depends upon each Resident's willingness to follow the Nursing Home's regulations and policies. By signing this Agreement, you agree to obey all existing regulations of the Nursing Home as they now exist or may be amended in the future, and to fulfill the Resident responsibilities as attached to the Resident Bill of Rights. In addition, you agree:

- To notify the Nursing Home of any change of address or phone number of your

Designated Representative, Financial Representative, Guardian or Health Care Agent changes;

- To notify the Nursing Home if your Designated Representative, Financial Representative, Guardian or Health Care Agent changes;
- To remove all furniture and personal items such as clothing and jewelry, at your expense, within seven (7) days of discharge; unless alternate arrangements have been made and have been approved by the Nursing Home. The Nursing Home reserves the right to remove the personal items from the room into a storage area within 24 hours, and dispose of remaining items after the 7 day time period;
- To utilize the Nursing Home's designated pharmacy for all medications;
- To allow the Nursing Home to take your photograph for the purpose of identification;
- To utilize the options outlined above to help safeguard your funds, valuables, and personal belongings (i.e. a locked drawer in your room available upon request, Nursing Home safe, personal fund account). The Nursing Home cannot be responsible for the loss of money, valuables or personal belongings that are not given to the Nursing Home for safekeeping; and
- To provide such personal clothing and effects as needed or desired by the Resident.

#### 7. Discharge and/or Transfer

In order to care for and protect all of its Residents, the Nursing Home may determine that it is appropriate to transfer a Resident to a different facility upon the following: a significant change in your medical condition for which the Nursing Home cannot provide adequate treatment; to protect your welfare or the welfare of another resident; and for certain emergency situations. In these circumstances, the Nursing Home will seek appropriate evaluation and assistance and make arrangements for your transfer to an appropriate and safe location prior to termination of this Agreement. After transfer to a hospital, the community or other level of care, without a bed hold, you will be given priority readmission to the Nursing Home. After discharge from the Nursing Home, readmission is subject to the Nursing Home having a suitable room available. In the event that it becomes inappropriate for the Nursing Home to provide the level of care you require, you authorize the release of medical and financial information to other health care facilities for the purpose of determining admission eligibility.

In addition, and in accordance with above, the Nursing Home may terminate this Agreement and discharge you for your non-payment of services provided to you. You agree that your failure to pay for the cost of your care constitutes a breach of this Agreement and that you will voluntarily discharge yourself from the Nursing Home. Furthermore, you agree that prior to your discharge from the Nursing Home, whether voluntarily or involuntarily, adequate arrangements will be made with the Nursing Home for the payment of any amount due to the Nursing Home for your care.

#### 8. Short Term Stay Responsibilities and Agreement

- A. Based on clinical needs, some Residents are admitted for a short term stay (typically less than 12 weeks) to receive rehabilitative or other services.

- B. The Resident, Financial Representative and Designated Representative understand and, in addition to the obligations contained in this Agreement, agree that when the short-term services are completed they will cooperate with the Nursing Home to effect a safe and appropriate discharge or transition to long term care.
- C. When the short-term services are completed, and if the Resident does not need long term care at the Nursing Home, a discharge plan will be developed, and the Resident may be discharged from the Nursing Home and return to his/her home in the community or other community residence.
  - 1. We agree to maintain the Resident's residence in the community during his/her short-term stay.
  - 2. For Residents requiring home care after completion of the short-term rehabilitation, we agree to cooperate with the Nursing Home in arranging for home care.
- D. If the Resident requires residential skilled nursing care when the short-term rehabilitation is completed, the Resident may remain at the Nursing Home under this Agreement (without the need to re-execute) or be transferred to another Nursing Home.
  - 1. If long-term care is needed, we agree to comply with all financial responsibilities and will pay over the Resident's Net Available Monthly Income as required by County Department of Social Services.

9. Conclusion

By signing below, you indicate your understanding of and agreement to be bound by all of the terms of this Agreement. You have been given the opportunity to ask questions and all of your questions have been answered. The Attached Addenda shall become part of this Agreement. You will be given a copy of the signed Agreement and Addenda. Please provide complete, accurate and current information regarding your Designated Representative, Financial Representative, Guardian and Health Care Agent. You agree to notify the Nursing Home of any changes to this information and provide the Nursing Home with updated documents within ten (10) days of such change.

[Signatures on Following Page]

**Resident:**

Print Name: \_\_\_\_\_

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

**The Designated Representative for the Resident is:**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address and phone: \_\_\_\_\_

Appointed by:

\_\_\_\_\_ A. Resident \_\_\_\_\_ Date: \_\_\_\_\_  
(Resident's signature)

\_\_\_\_\_ B. Court Order (attach copy)

\_\_\_\_\_ C. Family member or other individual(s) who have an interest in the well-being of the  
Resident and the resident lacks the capacity to make such a designation.

Print Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

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

**The Financial Representative for the Resident is:**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address and phone: \_\_\_\_\_

Appointed by:

\_\_\_\_\_ A. Power of Attorney (attach copy)

\_\_\_\_\_ C. Representative Payee

\_\_\_\_\_ B. Court Order (attach copy)

\_\_\_\_\_ D. Other (attach copy/describe)

**The Guardian for the Resident is (if different than Financial or Designated Representative):**

Name: \_\_\_\_\_ Date of Appointment: \_\_\_\_\_

Address and phone: \_\_\_\_\_

(Attach copy of Court Order and/or Commission)

**The Health Care Agent for the Resident is:**

Name: \_\_\_\_\_ Date of Proxy: \_\_\_\_\_

Address and phone: \_\_\_\_\_

(Attach copy of Health Care Proxy)

**Admission Agreement**

**Addendum I**

**Resident's Certification, Authorization to Release Information  
and Payment Request**

Resident: \_\_\_\_\_  
(Print Name)

**Certification**

I certify that the information given by me in applying for payment under Title XVIII of the Social Security Act is correct. I authorize any holder of medical or other information about me to release to the Social Security Administration or its intermediaries or carriers any information needed for this or related Medicare claims. I request that payment of authorized benefits be made on my behalf.

**Release of Information**

I authorize Rochester Regional Health, Edna Tina Wilson Living Center, Park Ridge Living Center, Unity Living Center, DeMay Living Center, Hill Haven, Clifton Springs Nursing Home or any other facilities, programs or health care providers within the Rochester Regional Health to share and to use and disclose my health and financial information to any other provider to treat me and arrange for my medical care; to seek and receive payment for services given to me; and for the business operations of Rochester Regional Health, including its facilities, programs, employees, medical staff and independent providers.

**Consent for Assignment**

I request that payment under Medicare, Medicaid, other federal health care programs, and private insurance be made directly to Rochester Regional Health, Edna Tina Wilson Living Center, Park Ridge Living Center, Unity Living Center, DeMay Living Center, Hill Haven, Clifton Springs Nursing Home on any unpaid bills for services furnished to me.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Relationship if Signed by Authorized Representative

## **Admission Agreement**

### **Addendum II**

#### **Authorization For Information And Representation**

I hereby authorize and request that each of the following persons, agencies, companies and organizations give full, detailed and relevant information regarding me, to the representative(s) of Rochester Regional Health for the purpose of applying for and/or maintaining (including recertifying) Medicaid, Medicare, Financial Assistance Programs, Insurance Coverage, Workers' compensation, No-Fault and/or other entitlement and Community Based Programs to which I may be entitled:

- All Local, State and Federal agencies and departments including Social Services, Health and Vital Statistics, Workers' Compensation, Labor, Law Enforcement, Correctional Services, Social Security Administration, Health Care Finance Administration, Immigration and Naturalization Services and Bureau of Veterans Affairs
- Pension Plan Administrators
- Utility Companies (Gas, Electric, Telephone, Cable, etc.)
- Current and/or Former Employers
- Current and/or Former Landlords
- Banks, Credit Unions and/or other Financial and Investment Institutions which now hold or have held my funds or within which I have a safe deposit box
- Funeral Homes
- Fraternal/Union Affiliations
- Health Care Providers holding financial information
- Insurance companies which are holding or have held funds payable to me and which are holding or have held medical, life, no-fault or other coverage for me
- Attorney or other Legal Representatives such as Guardians, Attorneys in Fact and Health Care agents
- Trustees
- Executors
- Other \_\_\_\_\_



In addition, I authorize Rochester Regional Health and its subsidiaries, to act as my representative in applying for and maintaining (including recertifying) Medicaid, Medicare, Financial Assistance Programs, Insurance coverage, Workers' Compensation, No-Fault and/or Entitlement and Community Based Programs to which I may be entitled, and to act as my representative at any conference, administrative review, or fair hearing, as necessary.

This authorization includes the filing of and representation in the appeal of a denial of Medicaid eligibility or benefits (including participation at the Medicaid Fair Hearing), or of rebudgeting decisions, should such appeal or representation become necessary because I am and/or my Financial Representative is unable or unwilling to make such appeal, provided Rochester Regional Health determines that such appeal is necessary and prudent. Rochester Regional Health shall be authorized, but not obligated, to file on its own initiative a Medicaid application or Medicaid recertification application on my behalf in the event that I am, or my Financial Representative is unable or unwilling to do so. I understand that by signing this Authorization, the Nursing Home DOES NOT UNDERTAKE ANY OBLIGATION TO FILE ANY SUCH APPLICATION OR APPEAL of Medicaid benefits on my behalf unless the Nursing Home determines that the application or appeal is necessary and prudent.

These Authorizations will continue without expiration unless indicated otherwise here:

\_\_\_\_\_ (expiration date of Authorizations).

I can rescind these Authorizations at any time with written notice.

\_\_\_\_\_  
Patient Name

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Signature of Patient or  
of Patient Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Relationship to Patient

**Admission Agreement**

**Addendum III**

**Payment of Estimated NAMI to the Nursing Home**

During the period of time following the submission of a Medicaid application and before the Department of Human Services' ("DHS"), also known as the Department of Social Services eligibility decision, the Nursing Home staff will review the information provided to DHS during the Medicaid eligibility process and, based on such information, will estimate the Net Available Monthly Income ("NAMI") to be paid to the Nursing Home.

The Nursing Home will tell the Resident and Financial Representative of the estimated NAMI. **The Resident and Financial Representative agree to pay the estimated NAMI by the 15<sup>th</sup> day of each month. Payment will be made from the Resident's income, assets or resources, including but not limited to Social Security and pension income.** After the Nursing Home receives the eligibility notice from DHS, the Nursing Home will review DHS's calculation of the NAMI to be paid to the Nursing Home and will adjust the Resident's account balance accordingly.

Even though the Resident and Financial Representative pay the estimated NAMI, the Resident may still have an outstanding account balance due, for example, the denial of Medicaid eligibility or a Medicaid penalty period. **Even though the estimated NAMI is paid, the Resident and Financial Representative still have to pay the Resident's outstanding account balance from the Resident's income, assets or resources.**

**Please answer the following question, as applicable, and provide any additional information where requested.**

|   | Yes                      | No                       |
|---|--------------------------|--------------------------|
| The Resident is currently receiving Social Security | <input type="checkbox"/> | <input type="checkbox"/> |
| The Resident is currently receiving a pension       | <input type="checkbox"/> | <input type="checkbox"/> |

If the Resident is receiving a pension, please provide the following information:

Pension is payable by: \_\_\_\_\_

Pension amount: \_\_\_\_\_

---

Resident Date

---

Financial Representative Date

**Admission Agreement**

**Addendum IV**

**Social Security, Supplemental Security Income, Special Veterans Benefits  
and/or Pension Benefits**

I authorize any and all Social Security, Supplemental Security Income, Special Veterans Benefits  
and/or pension plans to pay such benefits for \_\_\_\_\_  
(Resident Name)

directly to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (“Nursing Home”).

**[INSERT APPLICABLE NURSING HOME INFORMATION]**

I authorize the Nursing Home to become representative payee for such benefits.

Resident or Authorized Representative:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Relationship if signed by Authorized Representative