

West Virginia Health Care Association, Inc.

110 Association Drive
Charleston, WV 25311

Model Admissions Agreement

Revised 10/1/08
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1175 Beverly Pike, Elkins, WV 26241 (304) 636-1391

ADMISSIONS AGREEMENT

PLEASE READ THIS ADMISSION AGREEMENT CAREFULLY. IF YOU NEED FURTHER EXPLANATION OR CLARIFICATION ON ANY ISSUE, DO NOT HESITATE TO ASK.

ADMISSIONS AGREEMENT

Agreement Prepared for:

_____ *(Name of Resident)*

_____ *(Date)*

Designated Admission Date: _____

I. INTRODUCTION

Welcome to Elkins Rehabilitation and Care Center (ERCC). Thank you for selecting our nursing home services. Now that you have decided to become a resident at ERCC, the next step is to complete an Admissions Agreement, which is a requirement of West Virginia law, and to complete all necessary financial plans.

This Admissions Agreement (“Agreement”) gives us permission to provide health care services and other services to you and at the same time spells out both of our responsibilities. By signing this Agreement, you and ERCC both agree to comply with its terms.

II. PARTIES TO THE AGREEMENT

This Agreement is made, as of the date written above, between the Resident or, if applicable, his/her legal representative, on behalf of the resident. A legal representative for financial decisions may include a conservator, committee or power of attorney acting on the Resident’s behalf. For health care decisions, a legal representative may be a medical power of attorney, a durable power of attorney with a medical clause executed prior to 1986, a court-appointed guardian, or a health care surrogate appointed pursuant to WV Code §16-308.

A legal representative may make decisions on your behalf at a time when you are incompetent or lack capacity to make decisions for yourself. You are not to be determined to be incompetent or lack capacity to make decisions on your own behalf unless appropriate documentation exists to support that you are incompetent or lack capacity. Documentation of an individual’s authority to act on behalf of a resident must be reviewed by ERCC and maintained on file.

A legal representative will not incur any personal financial liability by signing this Agreement.

Neither you, nor anyone on your behalf is required to pay privately for your care at ERCC if your care has been approved for payment by Medicaid or to make any kind of donation voluntary or otherwise. ERCC does not require as a condition of admission either by this Agreement or by oral promise before signing this Agreement, that you remain in private pay status for any specified period of time.

Throughout this Agreement, any reference to the Resident, “I,” “you,” and “your” also apply to the resident’s legal representative. Any reference to ERCC, “we,” “us” or “our” apply to the Elkins Rehabilitation and Care Center.

III. SERVICES AND CHARGES

A. Basic Care Services

For an established daily rate, ERCC will furnish you with the following “Basic Care Services”:

- room with functional furniture appropriate to your needs
- nursing services
- dietary services - This includes preparation of planned menus and prescribed modifications, delivery of nutrition to you, snacks, beverages, and assistance with feeding, if necessary. If you request special foods that are not commonly purchased by ERCC or are not easily prepared there may be an additional charge.
- activities programs which include recreational and spiritual programs
- linens and bedding
- a trust account for your personal finances
- routine personal hygiene items
- medically related social services
- prescription drugs covered by the State Plan
- in-house laundry
- administration of prescription medications
- other services required by law as part of the basic care services

B. Special Services

We will also assist you in arranging for certain services, called “Special Services,” which are not covered by the daily rate and for which you are required to pay additional charges to the provider of those services if you want to receive them. Prior arrangements may need made as well as signing a consent form. Special Services available include, but are not limited to, the following:

- dental or oral care beyond basic hygiene care
- eye examinations
- hearing evaluations
- podiatry services
- medical supplies
- prescription medications not covered by Medicaid
- over the counter medications ordered by the physician
- in room cable television and/or private telephone services
- barber and beautician services
- dry-cleaning services
- private duty nursing, physical therapy or other allied health services

When any service that is not covered under the basic services is ordered for you by a physician, you will be consulted.

You will have the option of refusing the service, requesting the ERCC to arrange for the service, or arranging for the service through a vendor of your choice. You will be informed of the associated costs should you elect to have the service provided by ERCC.

When feasible, families are encouraged to provide transportation for you for appointments outside of ERCC. If this is not possible, ERCC will assist with making the needed arrangements and inform you of any costs for the transportation. ERCC does not guarantee transportation to outside appointments, and each transport will be reviewed on a case-by-case basis.

ERCC will notify you in writing at the time of admission and periodically thereafter, of services and items and the associated cost that are not covered by the basic rate. You will be responsible for paying for all such items which you request or to which you agree.

Please refer to Addendum 1 entitled "Covered and Non-covered Services."

C. Daily Room Rate Charges for Private Pay Residents

If you are a privately paying resident, you shall pay charges based on ERCC's current rate of \$245.00 per day for private room and \$235.00 per day for semi-private room, hereinafter referred to as the daily room rate. The daily room rate may be adjusted at the discretion of ERCC with a 30-day written advance notice. Except in the event of a medical emergency requiring your discharge to a hospital, YOU MUST GIVE THE FACILITY SEVEN DAYS WRITTEN NOTICE OF YOUR INTENT TO LEAVE THE FACILITY. There will be a minimum non-refundable charge in an amount equal to seven (7) days care if you leave without providing ERCC with the required notice.

D. Public and Private Third-Party Payment Programs: (Medicaid, Medicare, and private insurances)

This Agreement is subject to and limited by the payment provisions of any contract or agreement between ERCC and any Government Program, including but not limited to the Federal Medicare Program, the State Medicaid Program, the Veteran's Administration Program, or any third party insurers or payors, which provide reimbursement to ERCC for long term nursing care for a qualified resident. If the government agency or third party insurer adjusts the rate or modifies the services covered by the rate, this Agreement shall be adjusted with at least a thirty-day notice to you that reflects the new rate and the services covered by the rate.

If you are a recipient of assistance under Medicaid or Medicare you may be required to pay ERCC a resource amount or a deductible determined to be payable by the state or federal program. The Medicaid program will indicate a monthly resource amount from your social security benefit, pension payment or other benefit that should be paid directly to ERCC. It is your responsibility to make that payment or to make arrangements for that payment to be paid to ERCC. The Medicaid program will also indicate an amount that can be used as personal money for you.

For a listing of covered and non-covered charges covered by the State Medicaid and Medicare programs see Addendum 1. For other third-party payors, a special addendum will be attached to this agreement delineating rates, covered and non-covered charges and the responsibilities of the resident.

E. Prompt Payment and Late Charges

ERCC will mail to you, on or about the fifth (5th) calendar day of the month, a billing statement reflecting charges for nursing services and supplies which were incurred in the prior month. Statements are due and payable upon receipt of the Monthly Statement.

You agree to promptly and fully pay ERCC for all services specified in this Agreement, including, but not limited to, special services. Except in cases of a medical emergency, ERCC will seek your permission before any charges for special services are incurred.

Any invoices not paid within thirty (30) days of the date of the invoice are subject to a late charge of one percent (1%) per month [annual rate of twelve percent (12%)], and you are obligated to pay any late charges. In the event ERCC initiates any legal actions or proceedings to collect payments due from you under this Agreement, you shall be responsible to pay all attorneys' fees and cost incurred by ERCC in pursuing the enforcement of your financial obligations under this Agreement.

F. Medicaid and Medicare

ERCC currently participates in the Medicaid and Medicare programs. ERCC reserves the right to withdraw from the Medicaid or Medicare programs at any time in accordance with law.

ERCC will provide you with information on eligibility for participation in the Medicaid program and assist you to the extent possible with the application process. In order to assist you with this process you may be asked personal questions regarding your finances. You are not obligated to answer these questions but providing ERCC with this information assists ERCC in determining your payment options and eligibility for financial assistance. You must immediately notify ERCC when you become financially eligible for any type of financial assistance, promptly apply for such assistance, and keep ERCC fully informed of the status of any application. In order to avoid misunderstandings about your account please promptly notify ERCC of any delay or difficulty you experience when you make an application with the Department of Health and Human Resources (DHHR).

1. Medicaid Benefits.

(a) **Your Obligations.** You are obligated to make full and complete disclosure regarding all financial resources and income during the application process. Failure to identify all resources and income, or the submission of false information, may result in the termination of this Agreement. You are obligated to notify ERCC when the resources you have available to satisfy your financial obligations under this Agreement have been reduced to fifteen thousand dollars (\$15,000). You are obligated to apply for Medicaid benefits at such time as your resources will no longer be sufficient to pay all ERCC charges for your care and stay. You will provide any documentation requested by the local Medicaid office. In the event you apply for Medicaid benefits, you shall continue to pay and apply all of your available resources toward the fulfillment of your financial obligations under this Agreement while the Medicaid application is pending an eligibility determination.

(b) **Patient Pay Amount.** If you are approved for Medicaid benefits, ERCC will accept payment from the Medicaid program and your resident resource amount. You remain obligated to pay to ERCC such resident resource amount, less any qualified medical expense deductions, on a monthly basis.

(c) Determination of Eligibility. You are obligated to cooperate fully in any Medicaid eligibility determination or redetermination process. In the event that your eligibility for Medicaid benefits is denied, interrupted or terminated, you shall be liable for the daily room rate plus charges for ancillary services and supplies during any period of non-payment. If arrangements cannot be made for private payment, you shall be discharged, and ERCC may terminate this Agreement.

2. Medicare Part A and Part B Benefits. To the extent that you are a beneficiary under either Medicare Part A or Medicare Part B insurance and the nursing services or ancillary services or supplies ordered by a physician are covered by such insurance, ERCC or other provider will bill the charges for the covered services or supplies to the Medicare program. You are responsible for and shall pay any co-insurance or deductible amounts under Medicare Part A or Part B insurance. ERCC shall accept payment from the Medicare intermediary as payment in full only for those services deemed to be covered in full under the Medicare Part A or the Medicare Part B program. [Services not covered by Medicare are identified in the Social Security's publication "*Medicare and You*".]

3. Medicare Part B Payment Limitations: Therapy Caps.

(a) General. Effective January 1, 2006, CMS imposed payment limitations on covered therapy services provided to individuals who are eligible beneficiaries under Medicare Part B. Under this financial limitation, Medicare will pay an annual capped amount for physical and speech therapy (combined) and an annual capped amount for occupational therapy. The capped amounts are revised by CMS annually. ERCC shall provide Resident and/or Responsible Person with notice of the current capped amounts as appropriate.

(b) Resident's Responsibility to Pay for Therapy Services Beyond the Capped Amounts. You are Responsible to pay the charges for all medically necessary therapy services in excess of the annual capped amounts, unless such therapy services are covered in whole or in part by private insurance or another government reimbursement program. In the event that another government reimbursement program or available third party payor or insurance program denies coverage for therapy services provided to you, you shall remain responsible to pay all fees and costs for all such therapy services. If you are not eligible for Medical Assistance, then failure to pay for therapy services rendered above the capped amount shall be grounds for termination and discharge from ERCC.

4. Medicare Part D Prescription Drug D Plan.

(a) Enrollment in Medicare Part D Plan. If you are an eligible beneficiary under the Medicare Part D insurance program and have enrolled or have been mandatorily enrolled in a Medicare Part D Prescription Drug or Medicare Advantage Plan ("PDP"), you shall advise ERCC in writing of your chosen PDP upon admission. In the event that you become an eligible beneficiary under Medicare Part D after admission, or you subsequently choose to enroll in a PDP following admission, you shall notify ERCC in writing of your chosen PDP prior to enrollment in the PDP. You shall notify ERCC if you elect to change PDP, and shall provide written notice of such election, including the name/identity of the newly-selected PDP prior to the effective date of the change in the PDP.

(b) Resident's Responsibility to Pay for Pharmaceuticals. You are responsible to pay the charges for all prescription and other drugs or medications while a resident at ERCC, except to the extent

that such drugs and medications are covered in whole or in part by any applicable government reimbursement program. Some or all of the charges for prescription drugs and other drugs and medications may be covered by certain benefits available through Medicare Part D or private insurance or governmental insurance/benefit programs, including Medicaid, Medicare Part A or B. In the event that coverage for any prescription drug, supply, medication or pharmaceutical provided to you are denied by any applicable governmental reimbursement program or other potentially available third party payor or insurance program, then you are responsible to pay for all such prescription drugs, supplies, other medications or pharmaceuticals. ERCC shall not be responsible to pay for any fees or cost-sharing amounts, including co-insurance and deductibles, relating to the provision of covered Medicare Part D pharmaceuticals to you.

5. Non-Covered Services. You are obligated to pay ERCC for services and supplies not covered by the Medicaid or the Medicare programs, third party payors or other insurance programs.

G. Pharmaceutical Supplies and Services

All medications, both prescription and over the counter (Tylenol, aspirin, Tums, etc.) must be ordered by a physician. You may administer your own medications, if desired, provided that this is determined, by the health care team, to be a safe practice for you. ERCC will assist you in establishing safe storage of the medications.

ERCC orders medications from Omnicare Pharmacy. If you wish to utilize the services of another pharmacy, you will be notified when medications are needed and it will be your responsibility to assure timely delivery of the medication. All medications must be labeled and packaged in accordance with applicable standards.

In the event that you are unable to provide the medication on a timely basis, ERCC reserves the right to obtain needed medications from its provider for you. The expense of these medications will be incurred by you.

H. Physician Services

You agree to accept the care of an attending physician who has privileges at ERCC. In the absence of your attending physician, the physician on call or facility designee will provide for your care. In an emergency, medical attention will be provided by the physician who is most readily available.

You may wish to consult with a physician outside of ERCC and may do so at your own expense. Any orders issued by the consulting physician must be approved by your attending physician. All medications (prescription and over the counter), treatments, diets, activities, special services, lab tests, x-rays, and other care needs must be ordered by a physician.

You have the right to participate in planning your care and treatment at ERCC and the right to refuse treatment.

Your physician is required to visit you at least once every 30 days for the first 90 days after admission and at least every 60 days thereafter. If you become ill between your regularly scheduled visits, the nursing staff will contact a physician for you when needed. In the event that your physician no longer practices at ERCC or you wish to change physicians, ERCC will provide you with the names of alternative physicians.

By signing this Agreement, you acknowledge that the following physician will provide you with medical care:



I. Telephone Services

ERCC will make available to you a telephone that will provide you with privacy when making and receiving phone calls. You are responsible for the cost of your calls (i.e., long distance or pay phone if applicable). You may have a telephone installed in your room, but you will be responsible for the cost of installation and all other associated costs. The staff will assist you with making arrangements. Please ask the staff to help you if you need assistance in placing phone calls from ERCC telephone or if you need additional privacy.

J. Bed Hold Agreement

ERCC will hold a bed for you upon request when you are on therapeutic or medical leave, in accordance with its bed hold policy.

MEDICAL LEAVE - A bed may be reserved for a resident who is admitted to an acute care hospital, and who is expected to return to ERCC and whose stay in the hospital is 24-hours or greater. The day of transfer from ERCC is counted as one leave day. The day the resident returns to ERCC is the end of the bed reservation and the day of return is not counted. If the resident dies while in the hospital, or is discharged from the hospital to a lower level of care, or to another facility other than the transferring facility, or to home, that day will not be counted as a bed reservation day. The maximum medical leave which will be reimbursed by Medicaid for a resident is twelve (12) days per calendar year.

NON-MEDICAL LEAVE - A bed may be reserved for a non-medical leave (e.g. family outings, special events, etc.). The day a resident leaves ERCC is counted as one (1) leave day. The day that the resident returns to ERCC is not counted as a leave day. Therapeutic leave must be included and documented as part of the resident's plan of care if there is an intent to evaluate the resident for potential discharge. The maximum non-medical leave, which will be reimbursed by Medicaid, is six (6) days per calendar year.

RETURN FROM LEAVE - When a resident returns from a medical or non-medical leave, placement will be in the same bed and living space unless the resident's physical condition upon returning to ERCC requires a different level of care.

MEDICAID STATUS - For Medicaid recipients all bed hold payment will be based upon 95% occupancy with a waiting list. If the facility occupancy is less than 95% a Medicaid bed hold is not applicable. When allowable medical or non-medical (therapeutic) leave days have been used, ERCC may charge a resident to reserve a bed if there are no vacancies and other applicants are waiting admission. A resident or legal representative may authorize the use of a resident's personal allowance for reserving a bed if the resident has in excess of \$200.00 in his/her personal needs allowance account.

PRIVATE PAY STATUS - Residents who are private pay will be charged the full daily per diem rate during medical or non-medical absences from ERCC.

MEDICARE – Medicare does not pay for bed hold. Arrangements to hold the bed are to be made through private pay.

DURATION – If a resident is confined to an acute care hospital for an extended period of time, after an absence of fifteen (15) days a review of the resident’s bed reservation will be held. If a resident has used all allowable non-medical bed reservation days, a review of the resident’s bed reservation will be held after an absence of five (5) days. ERCC protects and places high priority, to the fullest extent possible, on the importance of maintaining an individual’s same bed and living space.

K. Personal Funds

If you wish, ERCC will manage your personal funds.

Funds of less than \$50.00 (\$100.00 for Medicare SNF residents) will be maintained in a non-interest bearing account, an interest bearing account or a petty cash fund.

Funds in excess of \$50.00 (\$100.00 for Medicare SNF residents) will be deposited in an interest bearing account. All interest earned by your account will be credited to your account. ERCC will maintain a separate accounting of each resident’s personal funds and you will be provided with a quarterly or final statement which will be made available to you on request.

1. You may withdraw funds from your personal account by contacting the Business Office or Switchboard.
2. Funds may be withdrawn during the following times:
Days/Evenings: Switchboard
Off Hours: Charge Nurse

If you plan to withdraw an amount greater than \$50.00 at one time, ERCC would appreciate notification of at least one banking day before the funds will be needed. If you wish to withdraw money and do not plan to spend the funds immediately, ERCC, at your request, will assist you in safeguarding the funds until they are needed.

If you are receiving Medicaid assistance, you will be notified when your account is within \$200.00 of the asset limit determined by the DHHR or of other financial circumstances that may jeopardize SSI or Medicaid funding.

If you choose to delegate the facility the responsibility to manage your personal spending money, ERCC will do so with no cost to you. You will be given a written accounting of any transactions made on your behalf. This report is issued on a quarterly basis, however, this information is available to you upon request at any time.

_____ I do wish for ERCC to handle my funds. I authorize ERCC to receive and disburse money entrusted to ERCC Patient Trustee Account on my behalf.

I request the account to be held
in the names of:

_____ and/or _____

The above named individuals may assist in the management (i.e. approval and review) of items, balance of account, and quarterly statements for items and services I personally need.

_____ I do not wish for ERCC to handle my funds.

L. Powers of Attorney

You are strongly encouraged to furnish to ERCC a Medical Power of Attorney (MPOA) and a Durable Power of Attorney (DPOA) designating someone to make healthcare/financial decisions for you in the event you become incapacitated. WV Regulation 4.10.g.7 states, "When a nursing home determines, on the basis of professional judgment, that a resident is unable to manage his or her financial affairs and does not have a legal financial representative, the nursing home shall notify the resident's next of kin to initiate guardianship or conservatorship" In the event you fail to designate an agent under a MPOA or a DPOA, you will be responsible to initiate and pay any guardianship and/or conservatorship proceedings related to the appointment of someone or a legal entity to make decisions on your behalf, if/when you lack capacity to make such decisions as determined by your physician.

_____ I acknowledge I have been notified and understand Section L of this Agreement.

M. Confidentiality

Information contained in your medical record is confidential. You consent to the release of your personal and medical records maintained by ERCC for treatment, payment and operations and determined reasonably necessary by ERCC. As a matter of law, ERCC is required to provide access to your personal and medical records to:

1. representatives of the West Virginia DHHR
2. third party payors
3. your attending physician
4. appropriate persons providing care within ERCC
5. another health care institution to which you are being transferred

Additionally, access to ERCC will be provided to:

1. the State Long Term Care Ombudsman or their representatives
2. agency representatives for the protection/advocacy for developmentally disabled persons
3. representatives of the agency for the protection and advocacy of the mentally ill
4. representatives of the West Virginia DHHR

Upon proper identification and establishment of proper purpose of visit, you have the right to meet with these representatives. To the extent that the law permits you to do so, you may deny or withdraw consent at any time with respect to access to you or information concerning you.

The Privacy Act of 1974 requires ERCC to notify you of the following information. As a condition of participation in the Medicare or Medicaid program, we must electronically transmit information on your medical condition to the WV State Office of Health Facilities Licensure & Certification and the Centers for Medical Services (CMS). This information is gathered and transmitted in a resident assessment called the MDS assessment data form and is used as part of a federal database. The MDS data is considered to be part of your medical record and as such, is required to be kept confidential and is protected from improper disclosure. The electronic submission of this information is a mandatory requirement. Should you have additional questions regarding the submission of the MDS, please feel free to contact the Director of Nursing or the Administrator.

N. Authorization of Payment

I request payment of authorized benefits be made on my behalf for services rendered by ERCC and other related facilities. I hereby authorize Medicare or Medicaid to pay directly to the billing party or parties statements received from ERCC and to pay any physicians for services rendered to me.

I authorize any and all nursing facilities, hospitals or physicians to furnish to ERCC, the Social Security Administration or their agents, the State DHHR and all fiscal intermediaries and insurance carriers all requested information from my medical record needed for payment of services rendered to me. I authorize ERCC to disclose any necessary part of my medical record to any person or entity which is or may be liable under contract to ERCC, to me, or my legal representative to pay all or a portion of the cost of care provided to me, including, but not limited to, hospital, or medical service companies, health care companies, insurance companies, or welfare funds.

O. Release of Information

Upon request, you may have access to all of your records within 24 hours of receipt of notification. The 24-hour period excludes weekends and holidays. Photocopies of personal or medical records will be provided to you, at a cost to you, within 2 working days from receipt of the written request. Charges for photocopies shall be made at the prevailing community rate.

IV. YOUR OBLIGATIONS TO ERCC

You agree to do the following:

1. You agree to comply fully with all government laws and regulations, the provisions of this Agreement. You agree that ERCC may, to maintain orderly and economical operations, adopt reasonable rules and regulations to govern your behavior. You agree to obey those rules and regulations. It is understood that changing circumstances may require changes in these rules and regulations, but you will be notified in writing at least thirty (30) days prior to any changes taking effect. You may suggest changes to ERCC's rules and regulations to ERCC Administration or Resident Council. ERCC's rules, regulations, policies and procedures shall not be construed as imposing contractual obligations on ERCC or granting any contractual rights to you.
2. You agree to safeguard your own personal property. ERCC shall exercise reasonable care in handling and safeguarding your personal possessions such as clothing, shoes, eyeglasses, dentures and hearing aids. You are responsible for assuring that all personal possessions are listed on a personal inventory sheet as instructed upon admission and you are responsible for checking your possessions regularly. Your clothing, glasses, dentures, and other personal items must be marked with your name. ERCC will assist you in properly marking your belongings.
3. You or your estate agree to be responsible for any damages caused to ERCC's property beyond normal wear and tear, and shall pay for the repair and replacement of damaged property, based on the actual charge or cost to ERCC for such repair or replacement.
4. You agree to sign out at the nurse's station prior to leaving ERCC. Employees of ERCC who are on paid duty are not permitted to leave ERCC with any resident except for trips to the hospital/physician's office or to a special activity approved by ERCC. Please notify the nursing staff a few days in advance of a leave of absence in order for ERCC to get your leave reviewed by a physician, if necessary, and to arrange for your medication or treatment while you are away.

5. You authorize ERCC to provide care and treatment consistent with the terms of this Agreement. You also authorize ERCC to obtain all necessary clinical and/or financial information from all healthcare facilities and providers from which you received care, shelter or treatment.

6. If your acts or omissions cause damages, injury to or death to any person or other resident, or damage to or loss of property of any person or resident, you agree to indemnify and hold ERCC harmless to the fullest extent of the law from and against, and to pay for, any damages, attorneys' fees and reasonable costs.

7. You acknowledge residents' rights are important. All residents have the option not to have their pictures taken. Please respect the rights of other ERCC residents by refraining from taking other residents' photographs.

V. PERSONAL ITEMS

You may bring personal items, including pieces of furniture, pictures, etc. as space permits. Should bowel and/or bladder incontinency be, or become, an issue for the resident, vinyl or protective coverings will be needed for chairs. An electric (motorized) chair and the resident's ability to operate said chair will be assessed on a case-by-case basis by ERCC prior to the chair's acceptability into the facility.

Any electrical appliance including electric shavers must be checked by ERCC's maintenance department prior to being used in ERCC and such appliances must be UL approved. No electrical appliance or other device that would present a hazard to any of ERCC's residents or workers may be kept in the facility. Maintenance and repairs of any personal item will be the responsibility of the resident.

LOCK BOX POLICY: I understand I am responsible for the contents of the lock box. I understand keys will be returned to Social Services upon discharge of the resident. It is my understanding that if the Lock Box Policy is not adhered to ERCC has the right to retrieve the key from either the resident or the legal representative. If ERCC needs to replace a lost, stolen, or damaged key, a fee of \$5.00 may be applied. At the time of discharge or death of a resident, all the resident belongings will be packed by staff and stored, unless prior arrangements have been made by the resident or family.

After thirty (30) days, belongings left in ERCC after discharge become the property of ERCC. It is recommended that valuable personal property such as large amounts of money not handled through the personal fund account and jewelry not regularly worn be temporarily placed in ERCC's safe until other arrangements can be made.

VI. RELEASE FROM LIABILITY

You agree to release ERCC from any and all liability for harm, injury, or loss suffered by you while outside the ERCC physical confines or ERCC staff supervision.

VII. CONDITIONS OF DISCHARGE OR TRANSFER

A. Notice Period From You

You have the right to voluntary discharge/transfer from ERCC. ERCC's Social Services Department requests that ten (10) days prior written notification be given in order for a proper discharge/transfer to be arranged. As previously stated, private pay residents must provide ERCC with seven (7) days prior written notice of your intent to leave the facility. Should you leave ERCC before your attending physician discharges you, you agree to assume full responsibility for all adverse consequences which result from your decision. All of ERCC's responsibilities for your care are terminated.

B. Reasons for Discharge or Transfer by ERCC

ERCC will permit you to remain in ERCC unless the transfer or discharge is:

- necessary for your welfare and your needs cannot be met in ERCC;
- appropriate because your health has improved sufficiently so you no longer need the services provided by ERCC;
- the safety of the individuals in ERCC is endangered;
- the health of individuals in ERCC would otherwise be endangered;
- after reasonable and appropriate notice, you fail to pay for (or have paid under Medicaid or Medicare) a stay at ERCC; or
- ERCC ceases to operate; or
- a result of your violation of ERCC policy or rules sufficient to constitute grounds for discharge under applicable law.

If you do not have a Bed Hold Agreement and must be transferred to an acute care setting, you will be offered the next available semi-private room if you (1) require the services provided by ERCC; and (2) are eligible for readmission.

C. Room Changes and Preferences at ERCC

ERCC shall notify you in writing of a proposed room change within ERCC as required by law. ERCC may require some room changes. ERCC shall notify you in advance and explain the reason(s) necessitating the move. Married residents living in the facility may share a room if both consent. If a married couple requests admission and accommodation for sharing a room is not available, the next available suitable room will be reserved. Your room preference will be taken into account and will hold a high priority. I acknowledge that I have been given a copy of “Policy on Resident Room Assignments”.

VIII. OTHER RELEASES [Note: It is better to have the following initialed]

A. ERCC may transport you to special activities.

___ Yes ___ No

B. ERCC may take pictures of you which may appear in public news releases, scrap books, or promotional materials.

___ Yes ___ No

C. ERCC may take pictures of you for identification and/or medical purposes.

___ Yes ___ No

IX. INFORMATION RECEIVED

You acknowledge and certify by signing this Agreement that you or if applicable, your legal representative:

- ___ 1. Have received a complete copy of this Agreement.
- ___ 2. Have been fully informed of the rights and procedures for filing complaints without fear of reprisal with the Office of Health Facility Licensure & Certification, the Secretary of Health and Human Resources, the Long Term Care Ombudsman, state advocacy groups, and the Administrator of ERCC, and have been given information, addresses and telephone numbers

for those agencies and persons. Additionally, ERCC's policy on Reporting of Abuse and the methods of reporting abuse have been explained as well as a copy of the policy received.

- _____ 3. Have received copies of and full information regarding the residents' rights and the "Notice of Privacy Practices."
- _____ 4. Have received the name, business address, telephone number, and specialty, if any, of the physician responsible for coordination of your care.
- _____ 5. Have received the name and address of any outside health care service that will be providing you services, including a description of the services it will provide.
- _____ 6. Have been informed of ERCC's policies regarding treatment options and advance directives pursuant to the Patient Self-Determination Act.
- _____ 7. Have been informed of ERCC's policies regarding the use of restraints.
- _____ 8. Have received Medicaid and Medicare benefit and coverage information including how to apply for Medicaid assistance, covered and non-covered charges, and demand billing and review under Medicare.
- _____ 9. Have received care plan conference notification information.
- _____ 10. Have received a copy of covered and non-covered addendum appropriate to your payment source.
- _____ 11. Acknowledge receipt of "Setting Realistic Expectations".
- _____ 12. Acknowledge receipt of ERCC Policy and Procedure for Pets and Animals.
- _____ 13. I have received resources regarding home and community based service programs.
- _____ 14. At ERCC care is provided by various entities in addition to the facility's staff of nurses, nursing assistants and medical director. Direct care is provided by the attending physician together with our licensed professionals such as physician assistants and nurse practitioners. Also, ERCC has contracted with other entities to provide services such as physical, speech and occupational therapy and pharmacy. All of these care providers have access to your medical records for the performance of their duties. Please be advised that the foregoing care providers may, from time to time, desire to provide training opportunities for students engaged in formal training programs under the supervision of licensed professionals. ERCC would like to permit such students to assist in providing care on the resident's behalf. However, in order for them to fulfill their duties, it may be necessary for them to have access to medical records as part of their training program. You may make a choice regarding these services.

_____ By entering my initials here, I am indicating I **DO NOT** want a student/trainee to assist in providing my care.

X. OTHER AGREEMENTS

You further agree that:

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia and shall be binding upon and inure to the benefit of each of the undersigned parties and their respective heirs, personal representatives, successors and assigns.

Severability. The various provisions of this Agreement shall be severable one from another. Should changes in Federal or State law render any part of the agreement invalid, the remainder of the contract shall stand as a valid agreement. If any provision of this Agreement is found by a court or administrative body of proper jurisdiction and authority to be invalid, the other provisions shall remain in full force and effect as if the invalid provision had not been a part of this Agreement.

Captions. The captions used in connection with the sections and subsections of this Agreement are inserted only for the purpose of reference. Such captions shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Agreement, nor shall such captions be given any legal effect.

Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties and supersedes, merges and replaces, all prior negotiations, offers, warranties and previous representations, understandings or agreements, oral or written, between the parties.

Modifications. ERCC reserves the right to modify unilaterally the terms of this Agreement to conform to subsequent changes in law regulation or operations. To the extent reasonably possible,

ERCC will give you thirty (30) days advance written notice of any such modifications. You may not modify this Agreement except by a writing signed by ERCC.

Waiver of Provisions. ERCC reserves the right to waive any obligation you have under the provisions of this Agreement in its sole and absolute discretion. No term, provision or obligation of this Agreement shall be deemed to have been waived by ERCC unless such waiver is in writing by ERCC. Any waiver by ERCC shall not be deemed a waiver of any other term, provision or obligation of this Agreement, and your other obligations and this Agreement shall remain in full force and effect.

Accuracy of Information. By signing this Agreement, you certify and warrant that all information submitted in connection with your admission and all information submitted for purposes of applying for or receiving benefits under Medicare or Medicaid, as the case may be, is true and correct.

XI. SIGNATURES OF PARTIES TO AGREEMENT

By signing below, you indicate that you have read the Agreement and the Addenda, clarified any doubts or questions that you may have regarding the meaning of any term, and freely consent to be legally bound by all of the terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

ELKINS REHABILITATION AND CARE CENTER

By Staff Signature/date: _____

Title: _____

RESIDENT SIGNATURE/DATE: _____

RESIDENT'S REPRESENTATIVE/DATE: _____

The undersigned representative accepts financial responsibility for the resident, and guarantees payment solely to the extent of the resident's assets and applicable third party resources.

Representative of Resident: _____

Addendum 1

How to Apply For and Use Medicare & Medicaid Benefits

The chart below summarizes the Medicare and Medicaid programs. It also tells you who to call for more detailed information. If you have questions, our staff will help you.

	MEDICARE	MEDICAID
WHAT'S COVERED	<ol style="list-style-type: none"> 1. Care in a hospital; 2. 100 days of skilled care in a nursing home. Medicare provides full coverage for the first 20 days. You must make a copayment after that. The following services are possible examples of skilled care pending Medicare guidelines are met: <ol style="list-style-type: none"> a. Injections & feedings given through an IV; b. Tube feedings; c. Application of a dressing that involves prescription medication; d. Treatment of bedsores; 3. Medically necessary doctor's services. 	<p>Medicaid is a comprehensive program that will cover most of the costs of a nursing home stay. See addendum 2 for information about non-covered items.</p> <p>See page 2 of Admissions Agreement for Basic Care Services.</p>
YOUR CONTRIBUTION	<p>Medicare does not pay 100% of the cost of covered services. You will be required to pay part of the charges. Your payment may be called a "copayment," "deductible" or "premium," depending on the type of care provided. If you receive Medicaid, Medicaid will pay for any payment that you are responsible for under Medicare.</p>	<p>Depending on your income and assets, you may be required to make a contribution toward the cost of your care. The amount of any contribution will be decided by the local DHHR.</p> <p>Your local DHHR will discuss with you the terms of the Medicaid Estate Recovery Act passed in March 1995. Under this legislation, the WV DHHR is required to recover Medicaid payments made after June 6, 1995 from the estates of individuals aged 55 or older.</p>

Addendum 1 (continued)

	MEDICARE	MEDICAID
WHO'S ELIGIBLE	<p>People 65 years old or older who are eligible to collect old-age benefits under Social Security are eligible. Persons who receive Social Security disability benefits for at least 24 months, or have been found eligible for Medicare by the Social Security Administration because they have end stage renal disease requiring regular dialysis or kidney transplant are also eligible.</p>	<p>Eligibility depends on whether your income and assets are below certain levels:</p> <ol style="list-style-type: none"> 1. <u>Income</u>: You should contact the local DHHR to find out whether your income makes you eligible. If you qualify, \$50 per month of your income is protected for your personal use while in ERCC. 2. <u>Assets</u>: The local DHHR will also be able to evaluate your assets and tell you whether you qualify. The following are examples of things <u>not</u> counted as assets: <ol style="list-style-type: none"> a. Your house if your spouse, minor child, adult blind or legally disabled child lives there; b. Your house if you have an intent to return; c. Household goods; d. A certain amount of cash; e. Personal property in your possession in the nursing home; f. A certain amount of money for burial arrangements.
HOW TO APPLY	<p>Contact the local Social Security office at the following address and phone number: (304) 636-3916 300 3rd St. Elkins, WV 26241</p>	<p>Contact the local DHHR at the following address and phone number: (304) 637-5560 1027 N. Randolph Ave. Elkins, WV 26241</p>
WHO TO CONTACT IF YOU HAVE A QUESTION OR A PROBLEM	<p>If Medicare denies a claim, you have the right to appeal the denial. Contact 1-800-MEDICARE (633-4227).</p>	<p>If your application for Medicaid is denied, your coverage is terminated, or a service is not covered, you may appeal to the local DHHR at the following phone number: 304-558-7980</p>
RETROACTIVE COVERAGE	<p>Not applicable.</p>	<p>Medical bills that you received in the 3 months prior to receiving Medicaid may be covered by Medicaid.</p>

Addendum 2

Statement of Services and Charges: Medicaid Residents

1. Items and Services Covered by Medicaid.

The items and services covered by Medicaid are posted in ERCC at the bulletin board located in the employee entrance hallway. We will furnish you with your own copy of the items and services covered by Medicaid if you request one. You will not be charged for these items and services.

2. Items and Services Not Covered by Medicaid.

The items and services available in ERCC that are not covered by Medicaid are listed below. You will be charged for these items and services if you ask for them and receive them.

DESCRIPTION OF ITEMS & SERVICES NOT COVERED BY MEDICAID	CHARGE
Commercial laundry or dry cleaning	
Hair appointments	
Dental appointments; dentures	
Telephone service/cellular phones, radio, personal computer, other electronic devices for personal use.	
Hearing aids, hearing evaluation, batteries	
Podiatry services (non-covered)	
Personal items, e.g., jewelry, cosmetics, Specialty foods, e.g., restaurant orders, etc.	
Personal sitters	
Gift Shop items	

Addendum 3

Statement of Services and Charges: Medicare Residents

1. Items and Services Covered by Medicare.

The items and services covered by Medicare are posted in ERCC at the bulletin board located in the employee entrance hallway. We will furnish you with your own copy of the items and services covered by Medicare if you request one. You will not be charged for these items and services.

2. Items and Services Not Covered by Medicare.

The items and services available in ERCC that are not covered by Medicare are listed below. You will be charged for these items and services if you ask for them and receive them.

DESCRIPTION OF ITEMS & SERVICES NOT COVERED BY MEDICARE	CHARGE
Commercial laundry or dry cleaning	
Hair appointments	
Dental appointments; dentures	
Telephone service/cellular phones, radio, personal computer, other electronic devices for personal use.	
Hearing aids, hearing evaluation, batteries	
Podiatry services (non-covered)	
Personal items, e.g., jewelry, cosmetics,	
Specialty foods, e.g., restaurant orders, etc.	
Personal sitters	
Gift Shop items	

Addendum 4

Private Pay Residents

Items and Services Included in the Daily Rate

The items and services included in the daily rate, and their related charges, are listed below:

DESCRIPTION OF ITEMS & SERVICES INCLUDED IN THE DAILY RATE	CHARGE
1. Room	
2. Board	
3. Social Services	
4. Nursing care, including: a. The provision of prescribed medications, treatments and diet; b. The provision of care to prevent skin breakdown, bedsores and deformities; c. The provision of care to keep the resident comfortable, clean and well-groomed; d. The provision of care to protect the resident from accident, injury and infection; e. The provision of care necessary to encourage, assist and train the resident in self-care and group activities.	
5. Other	

TOTAL (DAILY RATE): \$235/day semi-private
\$245/day private room

Addendum 5

Items and Services Not Included in the Daily Rate

The items and services available in ERCC that are not included in the daily rate are listed below. You may be charged for these items and services if you ask for them and receive them. If you are eligible for Medicare and you believe that Medicare may cover an item or service listed below, you should ask us to submit the bill to Medicare.

DESCRIPTION OF ITEMS & SERVICES <u>NOT</u> INCLUDED IN THE DAILY RATE	CHARGE
Dental or oral care beyond basic hygiene care	
Eye examinations	
Hearing evaluations	
Podiatry services	
Medical supplies	
Prescription medications	
Private telephone services	
Barber and beautician services	
Dry-cleaning services	
Private duty nursing or other allied health services	

Addendum 6
Physicians Who Practice at ERCC

PHYSICIAN'S NAME	PHYSICIAN'S ADDRESS & PHONE NUMBER
M.A. CUPP, M.D.	88 STONE MOUNTAIN LN ELKINS, WV 26241 (304) 637-5800
D.J. CURRENCE, M.D.	911 GORMAN AVENUE ELKINS, WV 26241 (304) 636-6776
J.P. HENDERSON, M.D.	70 NORTH STURMER ST BELINGTON, WV 26250 (304) 823-2800
C.S. HIGH, M.D.	909 GORMAN AVENUE ELKINS, WV 26241 (304) 636-9242
S.K. ROBERTS, M.D.	1200 HARRISON AVENUE ELKINS, WV 26241 (304) 636-6131
ERCC MEDICAL DIRECTOR: D.J. CURRENCE, M.D.	911 GORMAN AVENUE ELKINS, WV 26241 (304) 636-6776

Updated 12-18-14

Addendum 7

Services Provided by Outside Health Care Providers

Some of the services available in ERCC, such as pharmacy services, are provided by outside health care providers. Information about providers and the services they offer appear below. You are free to pick your own provider or to use one of those listed below.

TYPE OF SERVICE	PROVIDER'S NAME, ADDRESS & PHONE NUMBER	WHETHER ERCC HAS A FINANCIAL INTEREST IN THE PROVIDER
Urology	D. T. Chua, M.D. 1092 Harrison Ave; Elkins, WV 26241 304-636-6065	
Ophthalmology	Kevin W. Cox, M.D. 635 Robert E. Lee Ave; Elkins, WV 26241 304-636-4021 Jenna Grahame Gongola Rt 219/250 S./Chenoweth Crk. Elkins, WV 26241 (304) 636-3887	
Cardiovascular	North Central Cardiology 213 Main St.; Elkins WV 26241 304-636-6006	
Podiatry	Ashton C. Curtis, D.P.M. 1500 Harrison Ave; Elkins, WV 26241 304-636-6100 Hal D. Zorger, D.P.M. 305 Orchard St.; Elkins, WV 26241 304-636-5980	
Osteopathic Orthopedics	Richard Topping, M.D. 1502 Harrison Ave; Elkins, WV 26241 304-636-4509 Luca Pavlovich, M.D. 1502 Harrison Ave; Elkins, WV 26241 304-636-4509	
Otolaryngology	Jenny L. Cross, M.D. 911 Gorman Avenue, Suite 201; Elkins, WV 26241 304-637-6302	
Psychotherapy	Dr. Sharon Joseph 58 Physician's Way; Elkins, WV 26241 304-637-5426	
Podiatry, x-ray, audiology, optometric, and diabetic shoe services	MobilexUSA The Highlands, 930 Ridgebrook Rd.; Sparks, MD 21152-9390 443-436-9611	