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Illegal and Questioned Terms
in
Nursing Home Resident Contracts

A Report to the Nursing Home Ombudsman

Prepared by:
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Legal Services for the Elderly, Inc.
Under the direction of the Staff of
Maine Committee on Aging
Pursuant to the
Advocacy Assistance Grant

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I. Introduction

When an individual enters a nursing home in this State, the facility is required to prepare a written contract, covering such items as cost, services, reasons and methods for discharge, and the like, as specified in Chapter 11.A of the State's Regulations Governing the Licensing and Functioning of Skilled Nursing Facilities and Intermediate Care Facilities. As one may expect, the contract is usually on a form prepared by the facility, and a prospective resident has little room to negotiate its terms. Prospective residents who are or will be Medicaid recipients also sign contracts. Some facilities have entirely separate agreements for Medicaid recipients, and some intermingle the terms. Some place important terms in a separate "policy sheet." For the purposes of this study, we have defined a nursing home contract as all the documents in use at one facility, regardless of whether Medicaid recipients may have the same or an entirely separate form.

We have noted what appeared to be an alarming frequency of contract terms which were contrary to law. We resolved to systematically study those contracts which were available to us.

The Ombudsman Program and the field staff of Legal Services for the Elderly gathered all copies of nursing home admission contracts found in our files. Some contracts had been signed by facilities and residents and came to us by way of the resident requesting services either from the Ombudsman Program or Legal Services for the Elderly. Identifying features of these contracts were removed before they were used in this study. The majority of contracts are blank forms given directly by the facility to the Ombudsman Program. This study covers 23 facilities, out of the approximately 140 in operation in this State.

In making our analysis, we treated each facility as a separate unit for the purpose of frequency and distribution of terms. We considered it repetitive and uninformative to publish each facility's contract, however, or to associate particular facilities with particular illegal and questioned terms. Our purpose here is not to attack the conduct in good faith of the facilities involved in the study, but rather to demonstrate that inadequate oversight of this aspect of nursing home care results in significant injury to many, if not most, of the elders who are forced by necessity to enter institutional long term care in Maine.

In our Conclusion, we recommend greater and more consistent regulatory oversight. To aid the process, we recommend that the Department of Human Services impose a model contract by regulation. Our proposed model contract is included in this report as Appendix F.

II. Specific Illegal and Questioned Terms Found in These Contracts

Below is a verbatim example of each term and a discussion of why we conclude that it is illegal or why advocates think it is questionable. We have divided the terms into three groups. First are contract terms which are illegal in the sense of being in violation of the State's licensing regulations; second are those terms which attempt to restrict the resident's use of Medicaid as a reimbursement and are illegal both in the sense of being contrary to State Medicaid regulations and the Social Security Act. In the third category are those terms of contracts which we consider unwise, over-reaching or arguably illegal.

A. Terms in Violation of the State Licensing Regulations

1. Illegal discharge from a facility

a. discharge authorized for reasons not specified in Chapter 13.A.2 of the licensing regulations

Example: that provision for the resident's relocation will be arranged within a reasonable time (10 days) if the home determines that the resident is or becomes "noisy," uncontrollable, markedly uncooperative or disturbing to the comfort or the well-being of the other residents and is unable to be cared for at this facility.

(Appendix E, p. 2)

- frequency — 9 out of 23

Chapter 13.A.2. of the regulations specifies that a resident "Is transferred or discharged to another facility or is moved to another room within the facility, only for medical reasons or for his/her welfare or that of other residents . . ." Chapter 15, Conduct of Resident Care, states that "If a resident becomes disturbed and unmanageable and does not respond to treatment (he may be removed) . . ." The use of any other words in a resident's admission contract to describe the grounds for discharge, such as "noisy," as used above, suggests that the facility may discharge a resident who does not meet the regulatory standard. Especially offensive is the word "uncooperative," used above, as it suggests that the administration of the facility has unlimited control over the resident's conduct.

b. discharge is permitted on less than reasonable notice (10 days)

Example: (see Example above)

- frequency — 4 out of 23

Chapter 13.A.2 specifies that discharge shall be upon reasonable notice but does not specify the exact length of time. In this study, the majority of contracts specify 30 days. For comparison, see Title 14 MRSA §6002. It is important to remember that a nursing home is not a place of temporary sojourn; it is the resident's home. Many residents have their own furniture and other bulky effects. Ten days is not an adequate time to relocate one's home. Those contracts which created an exception for a genuine emergency are unobjectionable.

2. resident's rights statement missing or incomplete

(Appendix D, p. 8)
frequency - 7 out of 23

Chapter 13.C requires that each resident be informed of and acknowledge in writing certain resident rights enumerated in Chapter 13.A. Most contracts reprinted Chapter 13.A verbatim. We noted those which had markedly abbreviated versions of resident's rights and those which had no mention of resident's rights. It is interesting to note the number of facilities which reprint the first 14 paragraphs of Chapter 13.A. The omitted paragraph, Chapter 13.A.15., says: "Is fully informed of the availability of a summary provided by the Department of Human Services which covers in layman's terms the findings of the most recent survey of the facility conducted by the Department of Human Services."

3. waivers

a. waiver restricting facility responsibility for care

Example: The management of this home has agreed to exercise such reasonable care toward this person as his or her known condition may require; however, this Home is in no sense an insurer of his safety and assumes no liability as such. (Appendix C, p. 1)
- frequency — 4 out of 23.

Chapter 11.C. states: "The contract or any provision thereof shall not be construed to relieve any licensed facility of any requirement or obligation imposed upon it by Maine Statutes or any standards, rules, or regulations pursuant thereto."

We assert that the above-quoted contract term is in violation of Chapter 11.C. It is so for two reasons. First, the contract term is an attempt to modify the law defining the facility's responsibility to residents and visitors (the Law of Torts). Second, it is intended that Chapter 11.C prohibit such a modification, even though Maine's Law of Torts exists for the most part in the written decisions of our Law Court, rather than in "Maine Statutes or any standards, rules or regulations pursuant thereto."

This term modifies the law by what it does not say, rather than what it says. The two statements in the contract term are each true. The facility has a responsibility to exercise such reasonable care as the resident's known condition may require; also, the facility is in no sense an insurer. However, the facility has legal duties in intermediate situations, not directly addressed by this term. This study is not an occasion for a comprehensive analysis of the Law of Torts in the nursing home setting; in brief, we can say that the facility owes a duty of due care and that this duty includes:

- a duty to warn, or take corrective action with respect to known, or readily apparent, hazards on the premises. Murray v. E.M.M.C., 447 A.2d.465(Me.1982). This case establishes that it is the responsibility of the facility to keep its premises free of dangers and hazards to visitors, such as a wet staircase.
- to act with reasonable care in discovering a resident's needs.
- in providing care, to act with the expertise and skill found in the nursing home industry, nationally. See, Roberts v. Tardif, 417 A.2d.444(Me. 1980).
- to competently complete any task, undertaken by the facility, such as assisting a resident to fill out a Medicaid application.

What is the effect of the contract term upon the facility's legal obligations in the above situations? There are many circumstances suggesting that this term is unenforceable. These include the resident's very limited opportunity to negotiate the very pressing need for a nursing home bed, and the fact that the contract was written on behalf of the facility. We are concerned, however, that it will have an effect of discouraging the resident and family from asserting their rights. To the extent that this term, although unenforceable, serves to obstruct the resident in his perception and assertion of his rights, it is a direction violation of Chapter 13.A.3 - the right to be encouraged and assisted in the exercise of the rights of a resident and as a citizen. On the other hand, should it be enforceable, it necessarily modifies the residents' rights and is a violation of Chapter 11.C.

We reject the argument that the reference therein to "Statutes, standards, rules and regulations" excludes the body of Law as announced in the reported decisions of Maine's Courts. First, no rational policy supports such a reading. Second, there are numerous statutes expanding or limiting the tort obligations found in decisional case law. See, for example, Title 14 MRSA Chapter 7. These statutes would be meaningless without reference to these obligations.

b. waiver of facility liability for personal property

Example: PLEASE ALSO BE ADVISED that the Home is not responsible for clothing or articles of value initially or subsequently brought to the facility (Appendix B, p. 1)
- frequency — 20 out of 23

Facilities are responsible for personal effects under Chapter 12.B.1. Probably the most common complaint received by advocates concerns an unexplained disappearance of an item of personal property. It is easy to see how dentures, for instance, might be left by a resident on a meal tray or under the pillows. The question then becomes whether it is reasonable to expect a housekeeper to inspect the dirty linen for misplaced items. Valuables and appliances may be stolen. An argument may be made for the facility's liability as bailee. This contract term attempts to change all that. It suggests that a person needing nursing home care may not be secure in his/her possession of personal effects.

c. waiver of medical freedom of choice, for one not found incompetent

Example: That, unless documented by my physician as being medically contraindicated, I may:

- (a) Associate and communicate privately with persons of my choice.
- (b) Send and receive personal mail unopened.
- (d) Be provided, on a weekly basis, assistance for writing and mailing letters and making telephone calls.
- (e) Retain and use personal clothing and possessions as space or the rights of other patients permits.
- (f) Be assured privacy for visits by my spouse; and, . . .
- (g) Have the method of payment concerning the Medicare/Medicaid Program explained to me on admission.

(Appendix A, p. 8)
- frequency — 6 out of 22

Chapter 13.D governs the succession of rights for a resident adjudicated incompetent or a resident where "his physician . . . has documented in the resident's record the specific impairment that has rendered the resident incapable of understanding these rights." Chapter 13.A. 1., 7., 11., and 13 allow only the following four specific rights to be withdrawn by a physician as medically contraindicated:

- is fully informed of his/her health and medical condition;
- may have access (to personal and medical records);
- may meet with and participate in activities of social, religious and community groups; and
- if married, they are permitted to share a room.

d. waiver of facility liability where resident insists upon discharge against medical advice

Example: No resident can be discharged or transferred without a written order by a physician unless the responsible party signs a "Release of Responsibility Statement."
(Appendix E, p. 1)
- frequency — 1 out of 22

Of course, a resident's decision to go against medical advice bears strongly on the measure of facility liability for the results. By going beyond that and attempting to coerce a general waiver of liability, this term violates Chapter 11.C.

4. modification of contract permitted on less than 30 days notice

Example: Either party may terminate this agreement upon 15 days written notice. (Appendix C, p. 2)
- frequency — 10 out of 22

This is in direct contradiction of Chapter 11.B.5, which requires 30 days notice.

5. reservation of right to change room assignment at will

Example: That the Home has the right to change room assignments in order to meet the needs of either the resident or the Home.
(Appendix E, p. 3)
- frequency — 4 out of 22

Chapter 13.A.2 places the same restrictions on "moved to another room within the facility, . . ." as upon discharge.

6. failure to specify covered services

Example: In addition, the resident shall pay separately for the following items which are not included in the per diem rate:

Beauty and Barber Service
Sundry Items
Telephone Service
Newspaper Service
Assessed Amount as per Regulatory
Agencies
Other
(Appendix A, p. 4)
- frequency — 12 out of 23

Is the resident responsible for linen, laundry, soap? It is to answer such commonly occurring questions that parties make contracts. Chapter 11.B.1 requires the resident contract to specify what is covered under the per diem rate, as well as "any other related charges not covered by the facility's basic per diem rate; . . .," Chapter B.3 requires the contract to include: "The specification of any rights, duties, and obligations of the parties in addition to those required by law." Contracts which define extra-charge services in conclusionary or non-specific ways, such as by "etc." do not comply.

7. requiring that the facility control income

Example: That the Social Security check or any other income will come directly to the home for disbursement to the home and to the resident in accordance with the Department of Human Services regulations, (Appendix E, p. 3)
- frequency — 2 out of 22

Chapter 12.A.2 forbids the facility or any employee from acting "as guardian, trustee or conservator for any resident of such facility or any such resident's property." Chapter 12.A.3 places restrictions on a facility's holding the personal funds of any resident. The policy behind the regulations is clear. By the very nature of things, the facility will have a large measure of control over the everyday life of its residents. To prevent this control from extending to financial matters and to avoid the opportunity for fraud, the regulations restrict the facilities from undertaking fiduciary responsibilities for residents. Such a restriction logically has greater impact upon informal relationships than upon court sanctioned ones. Thus, the regulation restricts the facility from all the forms of trusteeship, not just court-appointed trusteeship.

With respect to Social Security retirement benefits (Title II benefits), this term is void. "The right of any person to any future payment under this subchapter shall not be transferrable or assignable, at law or in equity, . . ." Title 42 U.S.C.A., §407.

B. Terms Attempting to Restrict the Availability of Medicaid

It is inherent in the structure of the industry that the facility make more profit on a private-pay resident than upon a Medicaid recipient. This is a product of the confluence of two notions, the first that it is equitable in our society for the large purchaser to exercise its greater economic power, and the second that it is the duty of the public officials to spend the public's money frugally. The law does provide protection to an individual's right to apply for and receive Medicaid benefits. The practice of requiring a recipient to "buy into" a Medicaid bed is made a felony at federal law. Title 42 U.S.C.A. §1396h(d). Nine of these contracts attempt the same result through four different terms.

1. agreement for duration of private-pay status

Example: Patient or responsible party agrees to make payment as a private patient for at least 180 days before applying for Medicaid assistance, and understands that he/she may be moved to another room.

(Appendix C, p. 2)

- frequency — 6 out of 22

The only possible reason for inserting such a clause in an admission contract is in contemplation of the resident becoming a Medicaid recipient. If her actual date of first eligibility should coincide with the expiration of the duration term of the contract, then the term would be harmless. It would, however, still be a violation of 42 U.S.C. §1396h(d) which prohibits the solicitation of any money, valuables or other consideration in return for a facility's making available a covered service. The giving of this agreement itself constitutes "other consideration" forbidden in that section. An extended discussion of agreements for duration of private-pay status is found in the January 1982 Nursing Home Law Letter, published by the National Senior Citizens Law Center.

2. Waiver of retroactive benefits

Example: The facility will not accept retroactive Medicaid benefits. (Appendix B, p. 1)

- frequency — 4 out of 22

The Social Security Act requires that the State Plan "provide that in the case of any individual who has been determined to be eligible for medical assistance under the Plan, such assistance will be made available to him . . . furnished in or after the third month before the month in which he made application . . ." §1902(a)(34). Regulations published pursuant to the Act require that the State Plan require that the facility accept Medicaid payment as payment in full. 42 C.F.R. §447.15. And, once again, this term itself constitutes a thing of value, which the facility is prohibited from

requesting, by §1396h(d).

3. requiring prepayment or deposit from a Medicaid recipient

Example: That the sum of \$1000 will be placed on deposit with the home for the purpose of offsetting any charges not reimbursed by the Department of Human Services during the resident's stay and that no interest is accrued or payable by the home by that deposit. If this fund is reduced to 50% or less (for any reason), it shall be replenished within 10 days after notification. (Appendix E, p. 3)
- frequency — 4 out of 22)

According to the Nursing Home Law Letter, supra, the subject of prepayments and deposits was discussed in a Health Care Financing Administration Transmittal in May, 1979. "HCFA first states that nursing homes may not require prepayments or deposits from individuals certified for Medicaid. The analysis citing 42 C.F.R. §447.15 is "Participation in the program is limited to providers of service who accept, as payment-in-full, the amounts paid by the Medicaid agency in accordance with the fee structure."

4. refusal to accept a change in the source of payment

Example: The Home is under no obligation to accept payment from any other source, under any other terms, except those specified herein. (Contract not used in Appendix)
- frequency — 1 out of 22

The most likely change in source of payment for nursing home care is a change from private payment to Medicaid payment. The reduced rate of Medicaid payment provides the motive for refusing the change. The Residents' Rights Act 22 MRSA §7922) states: "Long term care facilities which receive public funds may not discharge or transfer any person solely based on a change in their source of payment." All the facilities involved in this study receive public funds, as, indeed, do virtually all in this State.

5. illegal tie-in to pharmacy

Example: The _____ Nursing Home has a provider agreement with Family Medicine Store in _____ to supply all medications and prescriptions ordered by your physicians. These medications are specially packages for our Unit Dose Cart. (Appendix D, p. 5)
- frequency — 2 out of 22

This is an illegal restriction on possible choice in the Medicaid Program. The Medical Assistance Manual, Chapter I, Section I, page 3 requires that the provider not interfere with the recipient's freedom of choice in seeking medical care from any other provider. See Social Security Act, §1909(a)(23).

In the case of a private resident, this term is also an illegal restraint of trade. Generally when a seller makes available a service or product, conditioned upon an agreement that the buyer will also purchase another service or product from the same or different seller, this is called a tie-in. Such is prohibited by the Sherman Anti-Trust Act, Title 15 U.S.C. §1 when, first, the tying produce dominates its market, and, second, a not insubstantial restraint is placed in the market of the tied product. See Siegal v. Chicken Delight, Inc. (Cal. 1971) 448F.2d.43 (cert. denied). The language of the Federal act is repeated in the State prohibition of contracts in restraint of trade, Title 10 M.R.S.A. §11. There are no cases, but it is easy to see that the policy behind the law applies to the nursing home situation. The Anti-Trust Act seeks to prohibit an entity with sufficient economic power to control the consumer's decision from using that control to reduce or eliminate competition in the market for another product. Certainly the facility has a control over residents and their families. It is equally clear that, in some communities, the pharmaceutical requirements of the residents of a facility will be a significant portion of the total pharmaceutical requirements of the community. Such a situation places the residents at risk of financial exploitation through the cost of pharmaceuticals, which they acutely need and which they are required to purchase from only one source.

C. Terms Which Advocates Question as to Legality or Appropriateness

1. a requirement for a photo for I.D. or publicity purposes

Example: I also authorize the _____
Nursing Home to take pictures of a resident
in special recreational and entertainment
events with the understanding that such
pictures may/may not be published in the
local papers. I agree to have an identification
photograph taken upon admission (Appendix D, p. 3)
- frequency — 4 out of 23

There is no statute or regulation forbidding this practice. It offends our sense of the resident's rights to privacy. Indeed, many in the industry would suggest that I.D. photos are a legitimate safety precaution to insure that medications are given to the correct resident. We assert, however, that personal appearance may be very changeable and is inadequate when used alone to insure that the correct medication is given.

If used in connection with I.D. bracelets or other means of positive identification, the photo becomes unnecessary. It stereotypes the residents by creating a presumption that residents are incapable of saying their own names. The provision implies or acknowledges that the staff would not otherwise recognize the resident by name.

Publicity photos are for the facility's benefit, not the resident's.

2. provision for attorney's fees and interest on overdue accounts

Example: Overdue accounts will be subject to a 1½% monthly charge and any legal fees incurred for collection of overdue accounts. (Appendix A, p. 1)
- frequency — 10 out of 21

Provisions such as this are common on commercial accounts. It reflects the reality that late payment and payment only upon legal action create additional financial burdens for the creditor. We submit, however, that in the setting of a nursing home such a provision is frequently overreaching and results in hardship. The typical resident is paying for care out of a combination of his/her retirement benefits and Medicaid benefits, and many times a third party, such as a representative payee or power-of-attorney, has actual control over the disbursement of the retirement benefits. Late payment of the resident's retirement benefits to the nursing home is more often than not a result of error on the part of someone over whom the resident has little or no control. Residents usually have no additional resources to pay these charges, if incurred, other than their dwindling assets, or their personal needs money.

In the case of a Medicaid recipient, this provision is a violation of the regulation requiring the provider to accept Medicaid payment as "full and final payment." 42 CFR §447.15.

III. Conclusion

a. Under the present system, compliance is difficult, if not impossible, to assure

The most surprising finding of our study is the large total number of illegal and questioned terms found (119) and their very wide distribution through the facilities studied. (See Table I.) No facility of the 23 studied uses a contract meeting the regulations.

The Division of Licensing and Certification is the unit within the Department of Human Services with responsibility for surveying nursing homes and requiring compliance with the regulations. We examined those recent survey reports for 16 of our 23 facilities involved. (Six of the facilities were on 24-month survey schedules and had not been surveyed contemporaneous with this report. Two survey reports were unavailable for another reason.) The contracts of the 16 facilities for which we have a recent survey show 69 illegal or questioned terms. In contrast, the surveyors only noted a total of six deficiencies, as follows:

- policy not to accept responsibility for clothing and valuables in residents' rooms;
- residents' rights O.K., but they are routinely signed by representatives without documentation of legal or medical exceptions;
- residents' rights don't cover availability of statement of deficiency;
- contract with residents can be terminated on 15 days notice;
- residents' rights - no provision for being informed of Medicare/Medicaid benefits/monthly allotments; and
- no statement of availability of statement of deficiencies.

The study results show that the discrepancy between the findings of Licensing and Certification and our findings herein are not caused simply by a policy disagreement over what constitutes an illegal term. For instance, one surveyor notes at one facility that a contract calling for modification on 15 days notice is a deficiency. Nine other facilities do the same and are not cited for a deficiency. At one facility, a survey conducted in September of 1982 noted that the surveyor "reviewed eight contracts." The surveyor failed to note that this facility (if using the same contract submitted to us) attempts to permit modification on two weeks' notice and attempts to refuse retroactive Medicaid benefits, a violation of both federal law and state regulations.

B. The illegal terms used most frequently are those which shift an economic burden onto the resident.

The six most frequently occurring illegal terms are shown in Table I. Five of these six have the direct effect of shifting onto the resident a financial burden which the law and regulations place upon the facility. The sixth illegal term, discharge for reasons not permitted in the regulations, serves to increase the facility's control over the resident. We feel the most disturbing of the cost-shifting illegal terms is seen in the nine facilities which restricted individuals from receiving Medicaid benefits. The facilities benefit from restricted Medicaid eligibility because the private pay rate is higher than the Medicaid rate.

C. Recommendation: The Department of Human Services should impose a nursing home admissions contract by regulation.

If we may validly generalize from the 23 facilities involved in this study to the possibly 140 facilities licensed in this State, we conclude that every nursing home resident is subjected to four distinct, illegal and questioned terms each. Among those persons entering nursing home care with private financial resources, better than one third face one or more illegal barriers to entry into the Medicaid program when their resources run out.

We do not feel that this is an acceptable standard.

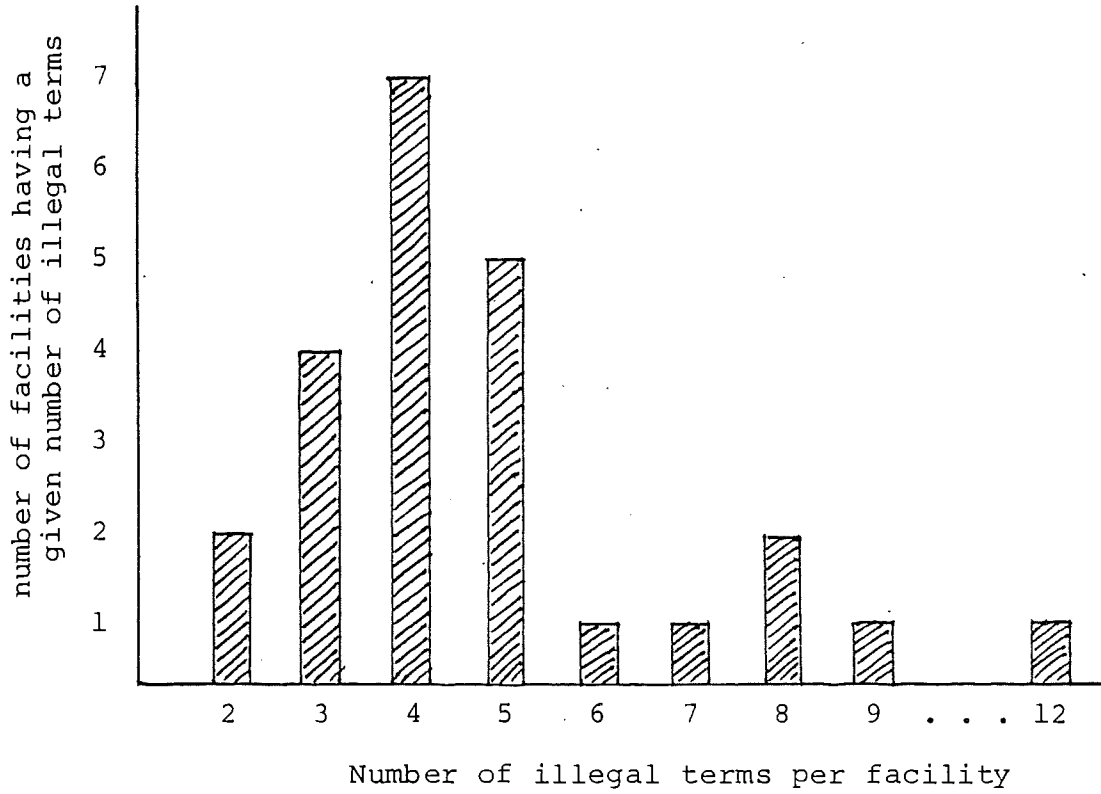
A good first response would be for those presently charged with enforcing the law and regulations to do so. We believe, however, that a process of developing policy by the Division of Licensing and Certification, the training of surveyors in what to look for in the contract, and in enforcing the regulations through appropriate citations of deficiencies would soon reach a limit of effectiveness. This is because permitting each facility to have its own contract might result in the form and details of the contracts proliferating under regulatory pressure. Each modification of the words, shifting of the structure, or other change raises the need for careful, professional judgement of its compliance with the regulations. Such judgements might soon get beyond the capacity of surveyors, however well trained, and require frequent and expensive reference to supervisory and legal personnel for interpretations.

It would be simpler to write a standard contract and require all facilities to use it by regulation. Facilities could be permitted to add any further terms not inconsistent with the basic contract. Such a model contract does not in fact change any of the facility's substantive rights or obligations. It will simply make it less feasible for the facility to undercut the residents' rights by imposing a contract contrary to regulation.

Appendix F is our proposed model nursing home admissions contract. We drafted it in the following manner. First, we took all illegal and questioned terms identified in this study and rewrote them so as to be in compliance with existing regulations. Next, we included contract provisions of a non-offending nature as we found in these 23 contracts. Third, we indulged in some decisions of style: for example, we chose one's definition of covered services over another's. We chose to integrate the Medicaid and private pay versions of the contract because so many residents begin on private pay status and at some point go on to Medicaid status. Lastly, we added superscriptions to the paragraphs of the Residents' Rights, giving a very simple summary of the rights contained in the paragraph, in order to permit the widest possible understanding of residents' rights.

TABLE I

A. Frequency of Illegal Terms for a Given Facility



B. Frequency of Illegal Terms (maximum possible - 23)

| | |
|---|------|
| Waiver of facility liability for personal effects | (20) |
| Failure/specify covered services | (12) |
| Modification/ less than 30 day notice | (10) |
| Any Medicaid restriction | (9) |
| Discharge/reasons not given in regs | (9) |
| Residents Rights/ missing/incomplete | (7) |

PRIVATE

ME _____
 This is an agreement between _____, hereinafter referred to as the
 "Home" and _____, an individual, hereinafter referred to
 "Resident"/

In consideration of the promises herein contained, the parties agree as follows:

1. The Resident shall pay to the Home for room and board together with nursing services provided in accordance with licensure as a Nursing Facility, a per diem rate of \$_____, one month in advance, and the first of the month thereafter. This rate has been established and explained to each Resident by a representative of the Home and is subject to change by way of a change in Resident's level of care, room accommodation or Corporate Policy, at which time the Home will notify Resident or Resident's representative, in writing, at least two (2) weeks before the change becomes effective. In addition, the Resident shall pay separately for the following items which are not included in the per diem rate.

- Beauty and Barber Services
- Drugs
- Sundry Items
- Telephone Services
- Newspaper Services
- Individual Therapy services as ordered by the physician
- Physician calls
- Consultation calls ordered by the physician
- X-Rays, Laboratory Test
- Pharmacy Charges

Overdue accounts (thirty (30) days) will be subject to a one and one-half percent (1½) monthly charge, and any legal fees incurred for collection of overdue accounts.

2. The Resident may terminate his/her stay at the Home upon two (2) weeks notice. The Home may transfer or discharge the Resident only if it is medically unable to provide the type of care needed by the Resident, if the welfare of the Resident is being threatened or if the Resident becomes a threat to another's welfare. Such changes will be documented and explained to the Resident or his/her representative and reasonable advance notice for the transfer or discharge will be given. The Home may also discharge the Resident for non-payment of any charges.

3. Resident shall have the right to bring in to his/her room such items of personal meaning that do not create a hazard to himself or others, or infringe on another's rights. The Resident has been advised of the maximum amount of clothing that he/she may bring into the Home and the method of marking and safekeeping has been explained. The Home is not responsible for valuables.

4. The Resident must be under the supervision of an attending physician of his/her choice during his/her stay at the Home. The Resident may request of the physician full knowledge of his/her condition and shall have the right to be included in his/her plan of care as well as the right to refuse to participate in experimental research or experimental treatment after the full implications of such research or treatment have been explained.

5. The personal and medical history and charts of the Resident will be held in strict confidentiality. The Home has policies governing such records and the Resident may approve or refuse the release of any information from the records except as required by law, third party payer contracts or transfer to another facility for continuance or furtherance of Resident's care.

CONFIDENTIALITY POLICY

- A. The facility is required by this agreement to develop and maintain both personal and medical records containing information relative to the patient. These records are essential to the delivery of quality care and shall be afforded reasonable safekeeping and security in order to protect such information from disclosure.
- B. Reasonable security shall include the keeping of personal and medical records of the patient in a locked cabinet or area. Only those records which are immediately necessary to the daily care of the patient shall remain at the appropriate nurses' station.
- C. The facility shall undertake the training of all members of its staff in the safekeeping and security of the personal and health record information of the patient and shall instruct them in their duty not to disclose any information relevant to the patient, both within and without of the facility.
- D. In the event of (a) the transfer of the patient to another health care institution such as a hospital, another nursing facility or long term care facility, (b) a request to produce the records of the patient as ordered by a court of law having proper authority, or (c) a request from a third party payer, such as an insurance carrier or agency of Medicare or Medicaid, in accordance with an agreement to pay for the care delivered to the patient, the facility will release the personal and medical records of the patient as requested.
- E. The patient may approve or refuse the release of any personal or medical information to any individual outside the facility, however such approval or refusal shall not bind the facility in those events expressed in the paragraph above. When the facility releases the personal and medical information or records of the patient in accordance with the patient's request, the patient understands that the facility assumes no responsibility for the security of the information contained within such records after such release.
- F. The patient understands that personal and medical information contained in records maintained by the facility must be available to the attending physician, any consulting physician which may examine the patient, the medical director of the facility, consulting dietitians, physical therapists, nursing personnel, and inspecting agents of various state and federal agencies and that each of these individuals may develop and maintain their own records relative to the patient and over which the facility exercises no control.

MISSION AGREEMENT

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- G. The rights and duties applicable to the patient's personal and medical records contained within this section do not inure to the patient's next of kin or family except that (a) if the patient shall become incompetent and legally declared so the court appointed guardian of the person of the patient shall possess whatever rights and responsibilities that formerly were vested in the patient and (b) the next of kin, family or responsible party, or any other person may acquire access to the patient's personal and medical records in accordance with paragraph E as stated above.
- 6. The Resident acknowledges that he/she has read and understands the Home's "Policy on Use of Restraints" and understands that no chemical restraint will be used without the express written order of the attending physician. (Attach Policy on Use of Restraints)
- 7. The Resident understands that it is the philosophy and policy of the Home to recognize each individual as worthy of consideration, respect and dignity in his/ her plan of care, treatment and freedom to exercise choices as they may exist in this setting.
- 8. The Resident understands that he/she may visit and communicate with persons of his/her choice; meet privately with his/her spouse, attorney, clergyman or other persons with whom privacy is indicated; attend social and religious gatherings of his/her choice as afforded by the facility or community and for which the Resident has the ability and means of attending unless otherwise documented by the Resident's attending physician.
- 9. The Resident shall have the right to make recommendations to the Home regarding policies and services and to air any grievances by the way of the councils and groups organized for this purpose. The Resident understands that no interference, coercion, restraint, discrimination, or reprisal will be taken against him/her for exercising the above rights, or the right to seek independent counsel outside the Home.
- 10. The policies of the Home as they pertain to various departments and services will be made available to the Resident or Resident's representative at any time upon request.
- 11. I, hereby, consent to be admitted to this Home.
- 12. I, the undersigned, hereby acknowledge the following person or facility as being authorized to retain my personal need money issued to me:

Name

Facility

The above is authorized to spend the money as required for my personal needs or release my funds to the following person:

Name

Date: _____

Resident/Patient

Witness

Responsible Party

Administrator/Director of Nursing Services

I HEREBY ACKNOWLEDGE RECEIPT OF A SIGNED COPY OF THIS AGREEMENT:

ADMISSION AGREEMENT
MEDICAID/VETERAN/OTHER

DATE _____

This is an agreement between _____ hereinafter referred to as the "Home" and _____ an individual, hereinafter referred to as "Resident".

In consideration of the promises herein contained, the parties agree as follows:

1. Resident shall pay to the Home for room, board, and laundry services together with nursing services and other services provided in accordance with licensure as a Nursing Facility, a per diem rate as established by Regulatory Agencies. This rate has been established and explained to Resident by a representative of the Home and is subject to change, at which time the Home will notify the Resident or Resident's representative. In addition, the Resident shall pay separately for the following items which are not included in the per diem rate:

Beauty and Barber Services
Sundry Items
Telephone Service
Newspaper Service
Assessed Amount as per Regulatory Agencies
Other

Overdue accounts (thirty (30) days), Patient's Portion, will be subject to a one and one half percent (1½%) monthly charge, and any legal fees incurred for collection of overdue accounts.

ADMISSION AGREEMENT

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2. The Resident may terminate his/her stay at the Home upon two (2) weeks notice. The Home may transfer or discharge the Resident only if it is medically unable to provide the type of care needed by the Resident, if the welfare of the Resident is being threatened or if the Resident becomes a threat to another's welfare. Such changes will be documented and explained to the Resident or his/her representative and reasonable advance notice for the transfer or discharge will be given. The Home may also discharge the Resident for non-payment of any charges.

3. Resident shall have the right to bring in to his/her room such items of personal meaning that do not create a hazard to himself or others, or infringe on another's rights. The Resident has been advised of the maximum amount of clothing that he/she may bring into the Home and the method of marking and safekeeping has been explained. The Home is not responsible for valuables.

4. The Resident must be under the supervision of an attending physician of his/her choice during his/her stay at the Home. The Resident may request of the physician full knowledge of his/her condition and shall have the right to be included in his/her plan of care as well as the right to refuse to participate in experimental research or experimental treatment after the full implications of such research or treatment have been explained.

5. The personal and medical history and charts of the Resident will be held in strict confidentiality. The Home has policies governing such records and the Resident may approve or refuse the release of any information from the records except as required by law, third party payer contracts or transfer to another facility for continuance or furtherance of Resident's care.

CONFIDENTIALITY POLICY

- A. The facility is required by this agreement to develop and maintain both personal and medical records containing information relative to the patient. These records are essential to the delivery of quality care and shall be afforded reasonable safekeeping and security in order to protect such information from disclosure.
- B. Reasonable security shall include the keeping of personal and medical records of the patient in a locked cabinet or area. Only those records which are immediately necessary to the daily care of the patient shall remain at the appropriate nurses' station.
- C. The facility shall undertake the training of all members of its staff in the safekeeping and security of the personal and health record information of the patient and shall instruct them in their duty not to disclose any information relevant to the patient, both within and without of the facility.
- D. In the event of (a) the transfer of the patient to another health care institution such as a hospital, another nursing facility or long term care facility, (b) a request to produce the records of the patient as ordered by a court of law having proper authority, or (c) a request from a third party payer, such as an insurance carrier or agency of Medicare or Medicaid, in accordance with an agreement to pay for the care delivered to the patient, the facility will release the personal and medical records of the patient as requested.
- E. The patient may approve or refuse the release of any personal or medical information to any individual outside the facility, however such approval or refusal shall not bind the facility in those events expressed in the paragraph above. When the facility releases personal and medical information or records of the patient in accordance with the patient request, the patient understands that the facility assumes no responsibility for the security of the information contained within such records after such release.
- F. The patient understands that personal and medical information contained in records maintained by the facility must be available to the attending physician, any consulting physician which may examine the patient, the medical director of the facility, consulting dietitians, physical therapists, nursing personnel, and inspecting agents of various state and federal agencies and that each of these individuals may develop and maintain their own records relative to the patient and over which the facility exercises no control.

DMISSION AGREEMENT

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- C. The rights and duties applicable to the patient's personal and medical records contained within this section do not inure to the patient's next of kin or family except that (a) if the patient shall become incompetent and legally declared so the court appointed guardian of the person of the patient shall possess whatever rights and responsibilities that formerly were vested in the patient and (b) the next of kin, family or responsible party, or any other person may acquire access to the patient's personal and medical records in accordance with paragraph E as stated above.
- 6. The Resident acknowledges that he/she has read and understands the Home's "Policy on Use of Restraints" and understands that no chemical restraint will be used without the express written order of the attending physician. (Attach Policy on Use of Restraints)
- 7. The Resident understands that it is the philosophy and policy of the Home to recognize each individual as worthy of consideration, respect and dignity in his/her plan of care treatment and freedom to exercise choices as they may exist in this setting.
- 8. The Resident understands that he/she may visit and communicate with persons of his/her choice; meet privately with his/her spouse, attorney, clergyman or other persons with whom privacy is indicated; attend social and religious gatherings of his/her choice as afforded by the facility or community and for which the Resident has the ability and means of attending unless otherwise documented by the Resident's attending physician.
- 9. The Resident shall have the right to make recommendations to the Home regarding policies and services and to air any grievances by the way of the councils and groups organized for this purpose. The Resident understands that no interference, coercion, restraint, discrimination, or reprisal will be taken against him/her for exercising the above right or the right to seek independent counsel outside the Home.
- 10. The policies of the Home as they pertain to various departments and services will be made available to the Resident or Resident's representative at any time upon request.
- 11. I, hereby, consent to be admitted to this Home.
- 12. I, the undersigned, hereby acknowledge the following person or facility as being authorized to retain my personal need money issued to me:

 Name

 Facility

The above is authorized to spend the money as required for my personal needs or release my funds to the following person:

 Name

Date: _____

 Resident/Patient

 Witness

 Responsible Party

 Administrator/Director of Nursing Services

I HEREBY ACKNOWLEDGE RECEIPT OF A SIGNED COPY OF THIS AGREEMENT:

PATIENT'S RIGHTS

I, _____, a patient in _____ Located at _____
 acknowledge the following:

1. That all rules and regulations governing patient conduct and responsibilities and all charges for services not covered by (a) the facility's basic daily rate or (b) medicare and medicaid payments have been explained to me.
2. That I am entitled to privacy, dignity, consideration, and respect in treatment, free from physical and mental abuse or physical restraints except as authorized in writing by a physician in order to protect myself or others from harm.
3. That any personal and medical information shall be confidential and will be disclosed only as required by law or third-party contract or in the event of transfer to another health care institution.
4. That I may be fully informed of my medical condition by my physician, at his discretion, and have the right to participate in my personal treatment plan, at physicians discretion, and refuse experimental treatment.
 - a. Participation in the planning of my medical treatment is understood to involve my choices of treatments deemed appropriate by the supervising physician but shall not include diagnosis of my medical condition. I am entitled to request and receive from my supervising physician alternative medical treatment plans which are designed to accomplish the medical treatment goal and may select the rate by which a medical treatment plan may progress provided that the rate selected is consistent with the medical value of the treatment plan. I understand that participation in self-planned medical treatment means choosing only from those treatment alternatives presented by my supervising physician and that embarkation or actual beginning performance of a plan of treatment shall constitute a choice of treatment plan by me.
 - b. Experimental research shall include all activities, medical or otherwise, in which I am a member of a group selected in order to measure the effects of drugs, diet or behavior. I may participate in such research only after granting written permission which shall include statements of the kind and nature of research risks involved if any, the benefits to be gained. My agreement shall be indicated only by my signature.
 - c. In the event that (a) I shall be declared incompetent by a court of law having the power to do so, or (b) my supervising physician determines and documents in my medical record that I am medically incapable of understanding the nature of my medical condition, or (c) I exhibit a lack of audio or visual capabilities which prevents communication of my medical condition, my guardian or my next of kin, or responsible party, or the agency sponsoring me shall be entitled to exercise or be responsible for the exercise of all provisions relative to me contained in Article 4 of this agreement. Where I am capable of performing... the terms of this section the right and responsibility of any person or agency acting on behalf of me are recognized as being secondary to and must yield to my right and responsibility.
 - d. I agree to be available for medical evaluation including physical examination by my supervisory physician and any consulting physician requested by my supervisory physician, and will in good faith accept and pursue the course of medical treatment prescribed by my supervising physician, or in the event that the supervising physician becomes temporarily unavailable, by a licensed substitute physician provided by the facility. My failure to be so available shall be documented in my medical record and shall constitute a medical reason for transferring or discharging me from the facility upon the giving of reasonable advance notice not to exceed fourteen (14) days.
5. That I will be transferred or discharged only for (a) medical or social reasons, or (b) for non-payment for my stay, or (c) for my welfare or that of other patients as documented in my medical record and only after receipt of reasonable advance notice of such transfer or discharge.

- 6. That I am entitled to voice grievances and recommend changes in policies and services to facility staff and/or to representatives of my own choice outside the facility free from restraint, interference, coercion, discrimination or reprisal and furthermore that the facility shall encourage and assist me to exercise these rights as a patient and citizen. Resident Council meets monthly.
- 7. That I may manage my personal financial affairs or obtain a quarterly accounting from the facility if the facility agrees in writing to be responsible for such affairs.
- 8. That I may be free of performing services for the facility not included in my plan of care for therapeutic purposes.
- 9. That, unless documented by my physician as being medically contraindicated, I may:
 - a. associate and communicate privately with persons of my choice.
 - b. send and receive personal mail unopened.
 - c. meet with social, religious and community groups at my discretion provided that I have the means.
 - d. be provided, on a weekly basis, assistance for writing and mailing letters and making telephone calls.
 - e. retain and use personal clothing and possessions as space or as the rights of other patients permits.
 - f. be assured privacy for visits by my spouse; and, if my spouse is also an in-patient in the facility, may share a common room.
 - g. be allowed access to my Medical Records, at a reasonable time.
 - h. have the method of payment concerning the Medicare/Medicaid program explained to me on admission.
- 10. Be fully informed of the availability of a Summary provided by the Department of Human Services which converts in laymen's terms the findings of the most recent survey of the facility conducted by the Department of Human Services.

Signed _____

Dated _____

Time _____

ADMISSION AGREEMENT

PRIVATE

DATE _____

This is an Agreement between _____, hereinafter referred to as the "Home" and _____, an individual, hereinafter referred to as "Resident".

In consideration of the promises herein contained, the parties agree as follows:

1. The Resident shall pay to the Home for room and board together with nursing services provided in accordance with licensure as a Nursing Facility, a per diem rate of \$ _____, one month in advance, and the first of the month thereafter. This rate has been established and is explained to each Resident by a representative of the Home and is subject to change by way of a change in Residents level of care, room accommodation or Corporate Policy, at which time the Home will notify Resident or Resident's representative, in writing, at least two (2) weeks before the change becomes effective. In addition, the Resident shall pay separately for the following items which are not included in the per diem rate:

- Beauty and Barber Services
- Drugs
- Laundry
- Sundry Items
- Telephone Services
- Newspaper Services
- Individual Therapy services as ordered by the physician
- X-Rays, Laboratory Test
- Pharmacy Charges

Overdue accounts (thirty (30) days) will be subject to a one and one half percent (1 1/2%) monthly charge, and any legal fees incurred for collection of the overdue accounts.

In the event that a Resident applies for and becomes eligible for Medicaid or Veterans Benefits, this contract shall remain in effect until the first day of the month following receipt of eligibility notice from the agency making such determination.

If and when the Resident qualifies for Medicaid Benefits, it is understood that the Resident is responsible for payment up to the date that the facility is formally notified by the responsible agency.

The facility will not accept retroactive Medicaid Benefits.

Please also be advised that the Home is not responsible for clothing or articles of value initially or subsequently brought to the facility.

ADMISSION AGREEMENT

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2. The Resident may terminate his/her stay at the Home upon two (2) weeks notice. The Home may transfer or discharge the Resident only if it is medically unable to provide the type of care needed by the Resident, if the welfare of the Resident is being threatened or if the Resident becomes a threat to another's welfare. Such changes will be documented and explained to the Resident or his/her representative and reasonable advance notice for the transfer or discharge will be given. The Home may also discharge the Resident for non-payment of any charges.

3. Resident shall have the right to bring in to his/her room such items of personal meaning that do not create a hazard to himself or others, or infringe on another's rights. The Resident has been advised of the maximum amount of clothing that he/she may bring into the Home and the method of marking and safekeeping has been explained. The Home is not responsible for valuables.

4. The Resident must be under the supervision of an attending physician of his/her choice during his/her stay at the Home. The Resident may request of the physician full knowledge of his/her condition and shall have the right to be included in his/her plan of care as well as the right to refuse to participate in experimental research or experimental treatment after the full implications of such research or treatment have been explained.

5. The personal and medical history and charts of the Resident will be held in strict confidentiality. The Home has policies governing such records and the Resident may approve or refuse the release of any information from the records except as required by law, third party payer contracts or transfer to another facility for continuance or furtherance of resident's care.

CONFIDENTIALITY POLICY

- A. The facility is required by this agreement to develop and maintain both personal and medical records containing information relative to the patient. These records are essential to the delivery of quality care and shall be afforded reasonable safekeeping and security in order to protect such information from disclosure.
- B. Reasonable security shall include the keeping of personal and medical records of the patient in a locked cabinet or area. Only those records which are immediately necessary to the daily care of the patient shall remain at the appropriate nurses' station.
- C. The facility shall undertake the training of all members of its staff in the safekeeping and security of the personal and health record information of the patient and shall instruct them in their duty not to disclose any information relevant to the patient, both within and without the facility.
- D. In the event of (a) the transfer of the patient to another health care institution such as a hospital, another nursing facility or long term care facility, (b) a request to produce the records of the patient as ordered by a court of law having proper authority, or (c) a request from a third party payer, such as an insurance carrier or agency of Medicare or Medicaid, in accordance with an agreement to pay for the care delivered to the patient, the facility will release the personal and medical records of the patient as requested.
- E. The patient may approve or refuse the release of any personal or medical information to any individual outside the facility, however such approval or refusal shall not bind the facility in those events expressed in the paragraph above. When the facility releases the personal and medical information or records of the patient in accordance with the patient's request, the patient understands that the facility assumes no responsibility for the security of the information contained within such records after such release.
- F. The patient understands that personal and medical information contained in records maintained by the facility must be available to the attending physician, any consulting physician which may examine the patient, the medical director of the facility, consulting dietitians, physical therapists, nursing personnel, and inspecting agents of various state and federal agencies and that each of these individuals may develop and maintain their own records relative to the patient and over which the facility exercises no control.
- G. The rights and duties applicable to the patient's personal and medical records contained within this section do not inure to the patient's next of kin or family except that (a) if the patient shall become incompetent and legally declared so the court appointed guardian of the person of the patient shall possess whatever rights and responsibilities that formerly were vested in the patient and (b) the next of kin, family or responsible party, or any other personal may acquire access to the patient's personal and medical records in accordance with paragraph E as stated above.

ADMISSION AGREEMENT

6. The Resident acknowledges that he/she has read and understands the Home's Policy on use of restraints and understands that no chemical restraint will be used without express written order of the attending physician.
(Attach policy on use of restraints)
7. The Resident understands that it is the philosophy and policy of the Home to recognize each individual as worthy of consideration, respect, and dignity in his/her plan of care, treatment and freedom to exercise choices as they may exist in this setting.
8. The Resident understands that he/she may visit and communicate with persons of his/her choice; meet privately with his/her spouse, attorney, clergyman or other persons with whom privacy is indicated; attend social and religious gatherings of his/her choice as afforded by the facility or community and for which the Resident has the ability and means of attending unless otherwise documented by the Resident's attending physician.
9. The Resident has the right to make recommendations to the Home regarding policies and services and to air any grievances by way of the councils and groups organized for this purpose. The Resident understands that no interference, coercion, restraint, discrimination, or reprisal will be taken against him/her for exercising the above rights, or the right to seek independent counsel outside the Home.
10. The policies of the Home as they pertain to various departments and service will be made available to the Resident or Resident's representative at any time upon request.
11. I, hereby, consent to be admitted to this Home.
12. I, The Undersigned, hereby acknowledge the following person or Facility as being authorized to retain my personal need money issued to me and to directly deposit my income checks to my Patient Fund Account.

___ SELF ___ FACILITY ___ OTHER _____

The above is authorized to spend the money as required for my personal needs or release my funds to _____.

I Hereby acknowledge receipt of a signed copy of this agreement:

Resident/Patient

Responsible Party

Facility Representative

Date

I _____, a patient in _____ Located at _____
 _____ acknowledge the following:

1. That all rules and regulations governing patient conduct and responsibilities and all charges for services not covered by (a) the facility's basic daily rate or (b) medicare and medicaid payments have been explained to me.
2. That I am entitled to privacy, dignity, consideration, and respect in treatment, free from physical and mental abuse or physical restraints except as authorized in writing by a physician in order to protect myself or others from harm.
3. That any personal and medical information shall be confidential and will be disclosed only as required by law or third-party contract or in the event of transfer to another health care institution.
4. That I may be fully informed of my medical condition by my physician, at his discretion, and have the right to participate in my personal treatment plan, at my physician's discretion, and refuse experimental treatment.
 - a. Participation in the planning of my medical treatment is understood to involve my choices of treatments deemed appropriate by the supervising physician but shall not include diagnosis of my medical condition. I am entitled to request and receive from my supervising physician alternative medical treatment plans which are designed to accomplish the medical treatment goal and may select the rate by which a medical treatment plan may progress provided that the rate selected is consistent with the medical value of the treatment plan. I understand that participation in self-planned medical treatment means choosing only from those treatment alternatives presented by my supervising physician and that embarkation or actual beginning performance of a plan of treatment shall constitute a choice of treatment plan by me.
 - b. Experimental research shall include all activities, medical or otherwise, in which I am a member of a group selected in order to measure the effects of drugs, diet or behavior. I may participate in such research only after granting written permission which shall include statements of the kind and nature of research risks involved if any, the benefits to be gained. My agreement shall be indicated only by my signature.
 - c. In the event that (a) I shall be declared incompetent by a court of law having the power to do so, or (b) my supervising physician determines and documents in my medical record that I am medically incapable of understanding the nature of my medical condition, or (c) I exhibit a lack of audio or visual capabilities which prevents communication of my medical condition, my guardian or my next of kin, or responsible party, or the agency sponsoring me shall be entitled to exercise or be responsible for the exercise of all provisions relative to me contained in Article 4 of this agreement. Where I am capable of performing the terms of this section the right and responsibility of any person or agency acting on behalf of me are recognized as being secondary to and must yield to my right and responsibility.
 - d. I agree to be available for medical evaluation including physical examination by my supervisory physician and any consulting physician requested by my supervising physician, and will in good faith accept and pursue the course of medical treatment prescribed by my supervising physician, or in the event that the supervising physician becomes temporarily unavailable, by a licensed substitute physician provided by the facility. My failure to be so available shall be documented in my medical record and shall constitute a medical reason for transferring or discharging me from the facility upon the giving of reasonable advance notice not to exceed fourteen (14) days.
5. That I will be transferred or discharged only for (a) medical or social reasons, or (b) for non-payment for my stay, or (c) for my welfare or that of other patients as documented in my medical record and only after receipt of reasonable advance notice of such transfer or discharge.

6. That I am entitled to voice grievances and recommend changes in policies and services to facility staff and/or to representatives of my own choice outside the facility free from restraint, interference, coercion, discrimination or reprisal and furthermore that the facility shall encourage and assist me to exercise these rights as a patient and citizen.
7. That I may manage my personal financial affairs or obtain a quarterly accounting from the facility if the facility agrees in writing to be responsible for such affairs.
8. That I may be free of performing services for the facility not included in my plan of care for therapeutic purposes.
9. That, unless documented by my physician as being medically contraindicated, I may:
 - a. associate and communicate privately with persons of my choice,
 - b. send and receive personal mail unopened,
 - c. meet with social, religious and community groups at my discretion provided that I have the means,
 - d. be provided, on a weekly basis, assistance for writing and mailing letters and making telephone calls,
 - e. retain and use personal clothing and possessions as space or as the rights of other patients permits,
 - f. be assured privacy for visits by my spouse; and, if my spouse is also an in-patient in the facility, may share a common room.
10. Be fully informed of the availability of a Summary provided by the Department of Human Services which converts in laymen's terms the findings of the most recent survey of the facility conducted by the Department of Human Services.

SIGNED _____ PATIENT

WITNESSED BY: _____

DATE: _____

ADMISSION AGREEMENT

The _____ and _____
(NAME OF NURSING HOME) (NAME OF PATIENT OR RESPONSIBLE PARTY)
(relationship)
hereby agree to the following financial terms and arrangements providing for the medical, nursing, and personal care of

(NAME OF PATIENT)
The policies of this facility will be made available to the resident and/or guardian upon request.

NURSING HOME AGREEMENT

1. To furnish room, board, linens and bedding, nursing care, and such personal services as may be required for the health, safety, good grooming, and well-being of the patient.
2. To obtain the services of a licensed physician of the patient's choice whenever necessary, or the services of another licensed physician, if a personal physician has not been designated, or is not available, as well as such medications as the physician may order.
3. To arrange for transfer of the patient to the hospital of the patient's choice, when this is ordered by the attending physician, and immediately to notify the responsible party of such transfer.
4. To make refunds in accordance with established policy of the home. Nursing home reserves the right of 30-day period before making refunds.

AGREEMENT OF PATIENT OR RESPONSIBLE PARTY

1. To provide such personal clothing and effects as needed or desired by the patient.
2. To provide such spending money as needed by the patient.
3. To be responsible for hospital charges, if hospitalization of the patient becomes necessary, and transportation.
4. To be responsible for physicians' fees, medications, and other treatments or aids ordered by physician.
5. To pay basic rate agreed upon with nursing home at specified intervals.
6. For picture to be taken for identification purposes.

STANDARD ADMISSION WAIVER

1. The management of this home has agreed to exercise such reasonable care toward this person as his or her known condition may require, however this home in no sense an insurer of his or her safety or welfare and assumes no liability as such.
2. The management of this home will not be responsible for any valuables or money left in the possession of this person while he or she is a resident of this home.

DURATION OF AGREEMENT

Either party may terminate this agreement on 15 days written notice. Otherwise, it will remain in effect until a different agreement is executed. However, this does not mean that the patient will be forced to remain in the nursing home against his will for any length of time. Patient or responsible party agrees to make payment as a private patient for at least 180 days before applying for medicaid assistance, and understands that he/she may be moved to another room. This applies only to the single room, unless responsible party agrees to pay the difference between medicaid and single/private rate.

ADMISSION AGREEMENT

The _____ and _____
(NAME OF NURSING HOME) (NAME OF PATIENT OR RESPONSIBLE PARTY)
hereby agree to the following financial terms and arrangements providing for the medical, nursing, and personal care of _____
(relationship)

(NAME OF PATIENT)
The policies of this facility will be made available to the resident and/or guardian upon request.
NURSING HOME AGREEMENT

- 1. To furnish room, board, linens and bedding, nursing care, and such personal services as may be required for the health, safety, good grooming, and well-being of the patient.
- 2. To obtain the services of a licensed physician of the patient's choice whenever necessary, or the services of another licensed physician, if a personal physician has not been designated, or is not available, as well as such medications as the physician may order.
- 3. To arrange for transfer of the patient to the hospital of the patient's choice, when this is ordered by the attending physician, and immediately to notify the responsible party of such transfer.
- 4. To make refunds in accordance with established policy of the home. Nursing home reserves the right of 30-day period before making refunds.

AGREEMENT OF PATIENT OR RESPONSIBLE PARTY

- 1. To provide such personal clothing and effects as needed or desired by the patient.
- 2. To provide such spending money as needed by the patient.
- 3. To be responsible for hospital charges, if hospitalization of the patient becomes necessary, and transportation.
- 4. To be responsible for physicians' fees, medications, and other treatments or aids ordered by physician.
- 5. To pay basic rate agreed upon with nursing home at specified intervals.
- 6. For picture to be taken for identification purposes.

STANDARD ADMISSION WAIVER

- 1. The management of this home has agreed to exercise such reasonable care toward this person as his or her known condition may require, however this home in no sense an insurer of his or her safety or welfare and assumes no liability as such.
- 2. The management of this home will not be responsible for any valuables or money left in the possession of this person while he or she is a resident of this home.

DURATION OF AGREEMENT

Either party may terminate this agreement on 15 days written notice. Otherwise, it will remain in effect until a different agreement is executed. However, this does not mean that the patient will be forced to remain in the nursing home against his will for any length of time. Patient or responsible party agrees to make payment as a private patient for at least 180 days before applying for medicaid assistance, and understands that he/she may be moved to another room. This applies only to the single room, unless responsible party agrees to pay the difference between medicaid and single/private rate.

FINANCIAL AGREEMENT

The patient or responsible party agrees to pay daily _____ weekly _____ monthly _____ and the nursing home will accept this arrangement in full consideration for care and services rendered as follows:

TO BE PAID BY PATIENT OR RESPONSIBLE PARTY:

- 1. Room and Board (Includes linens and bedding) \$ _____
- 2. Nursing Care and or Personal Care _____
- 3. Allowance for Spending Money _____
- 4. Other, Specify _____
Pharmacy bills not paid by Medicaid
Beautician or barber services
Personal needs (clothes, etc.)

Subtotal \$ _____

TO BE PAID BY OTHER SOURCE OR AGENCY (List by name, e.g. Old Age Assistance, Welfare, Insurance, etc.):

- 1. Room and Board (Includes linens and bedding)
- | (SOURCE OF PAYMENT) | (AMOUNT) |
|---------------------|----------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Subtotal \$ _____

- 2. Nursing Care and/or Personal Care
- | (SOURCE OF PAYMENT) | (AMOUNT) |
|---------------------|----------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Subtotal \$ _____

- 3. Other Charges
- | (SOURCE OF PAYMENT) | (AMOUNT) |
|---------------------|----------|
| _____ | _____ |
| _____ | _____ |

Subtotal \$ _____

The following person will be custodian of my personal funds:

TOTAL COST

 (SIGNATURE OF NURSING HOME REPRESENTATIVE)

DATE

 (SIGNATURE OF PATIENT OR RESPONSIBLE PARTY)

DATE

FINANCIAL AGREEMENT

The _____ and _____ hereby
(Patient or Resp. Party)
agree to the following terms and arrangements provided for the medical,
nursing and personal care of _____.
(Name of Patient)

FACILITY AGREEMENT

To furnish room and board, nursing care and such personal services as may be required for the health, safety, and good grooming, and well-being of the patient. However, this Facility is in no sense the insurer of his/her safety or welfare and assumes no liability as such.

To furnish laundered linen and bedding and the laundering of the patients personal washable clothes. This facility will not assume liability for any dry-cleaning of personal clothes.

Facility agrees to give reasonable written notice to responsible party or patient in case discharge of patient is necessary for the following reasons: none payment, patient becomes uncontrollable or a threat to other patients, excessively noisy, or will not abide by facility rules, 30 days will be the usual advance notice given unless the safety of other patients is in danger.

To arrange for transfer of patient to hospital in case of an emergency or if ordered by the attending physician and to notify the responsible party of such transfer as soon as possible. Facility agrees to complete whatever forms necessary for such transfer.

To refund unused portion of payments made in advance in case of death or discharge.

This facility will not be responsible for loss or breakage of any valuables (jewelry, teeth, glasses, money, etc.) left in facility with residents. This does not include accidental breakage by staff.

AGREEMENT OF PATIENT OR RESPONSIBLE PARTY

To provide such personal clothing and effects as needed or desired by patient.

To provide such spending money as needed or desired by patient.

To pay for dry-cleaning charges on patient's clothing.

CON'T

To pay all costs, expenses and attorney's fees, in regards to the collection of all monies due the facility by the patient and/or responsible party.

If medicaid patient, the patient or responsible party agrees to pay the facility no later than the 10th of each month the total amount of Social Security and total of all other retirement income less whatever amount the Dept. of Human Services allows for spending money.

If private or semi-private, the patient or responsible party agrees to pay this facility \$ _____ per day for room and board unless notified in writing of a rate change 30 days in advance. All payments are due and payable one month in advance the first week of each month.

If private or semi-private the patient or responsible party agrees and understands that a separate charge will be made for any special supplies or equipment used such as: Underpads, Enemas, Special Dressings, etc.

I understand that if a patient leaves the facility to go to the hospital, home or for any other reasons that the patient's bed might not be available upon their return unless responsible party or Maine Dept. of Human Services make prior arrangement with the facility to hold their bed.

In case of an emergency, I hereby authorize the facility to take whatever steps necessary for the immediate care of the patient. This would include, but not limited to, calling another physician if patient's physician is not available, transfer patient to hospital, etc. I agree to pay all charges as a result of any emergency services, if not covered by medicare or medicaid.

I authorize the Facility to release medical information and necessary data pertinent to the patient when transferring him/her to the hospital or another facility.

Resident or responsible party may terminate this agreement upon giving notice to the business office. Otherwise, it will remain in effect until a different agreement is executed.

I have read and received a copy of this agreement and hereby agree to abide by all of the terms and conditions.

Signature of Facility Rep.

Sig. of Patient or Resp. Party

Relationship to Patient

Date

1 1

I have been informed of the written policies of the _____ Nursing Home and made aware of their availability. I have received a copy of the Patient Bill of Rights and a copy of the _____ Nursing Home Guidelines. Also I have been informed of the Resident Council which meets on the 1st Monday of every month unless posted otherwise. Residents and family members are invited to attend any of those meetings.

I also authorize the _____ Nursing Home to take pictures of a resident in special recreational and entertainment events with the understanding that such pictures may/may not be published in the local papers. I agree to have an identification photograph taken upon admission.

RESIDENT'S NAME

SIGNATURE (RESIDENT OR RESP. PARTY)

RELATIONSHIP

ADDRESS

DATE

FINANCIAL CONTRACT

PATIENT FUND

I authorize _____ to take care of my monthly allowance (personal funds) while a resident at the _____. This includes paying for medications not covered under medicaid and any other personal needs as may be required.

Said authorized person or facility agrees to make available an itemized accounting of income and expenses on at least a quarterly basis or upon request by the resident and their families. Any expenses over \$2.00 will be accounted for by a receipt or other supporting documentation.

Resident's Name _____

Signature of Resident
or Responsible Party _____

Relationship _____

Witness _____ Date _____

Welcome to the . We hope your stay here is as comfortable and pleasant as possible. The following information is a brief summary of our services.

POLICIES: The has written policies and they are available to residents, guardian, next to kin or sponsoring agency to read in the Administrator's office Monday through Friday from 9:00 A.M. to 4:00 P.M.

SURVEYS: Residents or responsible party to the resident may request to see the summary made at this facility by State and Federal agencies between 9:00 A.M. to 4:00 P.M. Monday through Friday in the administrator's office.

VISITING HOURS: 1:00 P.M. to 4:00 P.M. and 6:00 P.M. to 8:00 P.M. Exceptions to these hours are granted by the nurse supervisor on duty if it does not interfere with the residents health or eating habits.

SMOKING: Smoking is permitted in the Day Room or Dining Room only.

MEALS: On special occasions or if you are from out of town and would like to eat with a resident you may request a Guest Tray. Guest trays are available for a fee of \$2.00. Please notify the nurse supervisor on duty in advance so that our kitchen staff may be notified.

DIET: Special diets are prepared if ordered by the resident's physician. Any resident that refuses their diet may have a regular diet only if they sign a release absolving the facility and staff from any consequences resulting from this dietary change.

FOOD: NO FOOD SHOULD BE BROUGHT IN TO THE RESIDENTS WITHOUT FIRST CHECKING WITH THE NURSE SUPERVISOR ON DUTY.

TELEPHONE: The facility phones are available to the residents when necessary. Out of town calls will be made COLLECT CALLS. Staff will assist the resident if desired. Residents may request a private telephone installed in their room by contacting the telephone company. This will be at your own expense. The facility will not be responsible for any calls made on that phone including out of town or out of state calls.

CABLE TV: Cable TV is available in each room. Please inquire at business office as to the monthly cost.

CLOTHING: We urge all our residents to be up and dressed each day. It is best to bring wash & wear clothes as there is an additional charge for dry cleaning. If you bring in clothing or personal items of value (radio, television, shaver, etc.) after admission, please tell the nurse supervisor on duty so that they may be added to your clothing list and be properly marked. If you mark any clothing before bringing them in, please make sure they are marked with an Indelible laundry marker.

NEWSPAPER: You may have a newspaper delivered daily by contacting the business office. Also please make arrangement for payment with the business office.

RESIDENT'S ROOMS: We ask that residents and/or their families do not hang objects or make holes on the bedroom walls. If you do desire something hung on the wall, please contact the administrator for approval. Also because of space limitation we need to limit in each resident's room; 1 rocker or recliner, 1 live plant, T.V. and stand and NO other furniture without prior approval.

MEDICATIONS & PRESCRIPTIONS: The Nursing Home has a provider agreement with Family Medicine Store in Dexter to supply all medications and prescriptions ordered by your physician. These medications are specially packaged for our Unit Dose Cart.

BEAUTICIAN & BARBER SERVICES: You may request the services of a beautician or a barber to have your hair done and the cost will be your responsibility. We encourage volunteers to come set and comb our residents hair. If you desire these services please make arrangements with our social worker.

TRANSPORTATION: Transportation of residents (if capable of riding in a car) for doctors appointments and for X-Rays at hospital will be provided by the _____ unless the family of the resident offers to take them. In cases where residents cannot ride in a car and transportation is medically necessary, an ambulance will be called.

LEAVE OF ABSENCE: Before taking a resident out for a ride, visit, etc. the party taking them out must sign the resident out and upon returning must notify a staff member to sign them back in at the nurses station. If the resident is on state assistance and you plan to take him/her out for an overnight stay, prior notice to the _____ is needed as approval must be granted by the Dept. of Human Services.

PATIENT'S ACCOUNT: All residents or responsible party must sign a financial contract at time of admission. We ask that you do not keep valuables or more than a few dollars in your possession while you are a resident of this facility. You may deposit money in our patients account in the business office. This money can be withdrawn at any time Monday through Friday from 8:00 a.m. to 4:00 p.m. We think it is a good idea for each resident to have some money available in this account for incidental expenses as needed or desired by the resident.

ACTIVITIES PROGRAM: We have a full time Activity Director and we encourage all residents to participate in our daily activity programs. Nobody will be forced against his/her will to participate.

RESIDENT COUNCIL: The _____ has an active Residents Council which meets the first Monday of every month at 2:00 P.M. Residents and families are encouraged to attend.

COMPLAINTS: If you or your family have any questions or complaints about anything please feel free to talk to the Administrator, Director of Nursing or our Social Worker.

CLASSIFICATIONS: If a resident on State Assistance is reclassified from ICF (Nursing Home Care) to boarding care, he or she will have to be transferred to a different facility when space is available as this facility is only licensed for Intermediate Care (ICF).

TRANSFERS: Facility agrees to give reasonable written notice to resident or responsible party in case discharge is necessary for the following reasons but not limited to those reasons: non-payment, resident becomes uncontrollable or a threat to other residents, etc. Thirty (30) days will be the usual advance notice given unless the safety of other residents are in danger.

PATIENT BILL OF RIGHTS

The following bill of rights are made available to patients, guardians, next of kin, sponsoring agencies, or representative payees:

1. The patient is fully informed, as evidenced by the patient's written acknowledgement prior to or at the time of admission and during stay, of these rights and of all rules and regulations governing patient conduct and responsibility.
2. The patient is fully informed, prior to or at the time of admission and during stay of services available in the facility and of related charges including any charges for services not covered under Titles Eighteen and Nineteen of the Social Security Act, or not covered by the facility's basic per diem rate.
3. The patient is fully informed by the physician of his medical condition unless medically contraindicated (as documented by a physician in his medical orders) and is afforded the opportunity to participate in the planning of his medical treatment and to refuse to participate in experimental research.
4. The patient is transferred or discharged only for medical reasons or for his welfare or that of other patients, or for nonpayment of his stay and is given reasonable advance notice to ensure orderly transfer or discharge and such actions are documented in his medical record.
5. The patient is encouraged and assisted, throughout his period of stay, to exercise his rights as a patient and as a citizen and to this end, may voice grievances and recommend changes in policies and services to the facility staff and/or to outside representatives of his choice, free from restraint, interference, coercion, discrimination or reprisal.
6. The patient may manage his personal financial affairs or is given at least a quarterly accounting of financial transactions made on his behalf should the facility accept his written delegation of this responsibility to the facility for any period of time in conformance with the State law.
7. The patient is free from mental and physical abuse and free from chemical and (except in emergencies) physical restraints except as authorized in writing by a physician for a specified and limited period of time, or when necessary to protect the patient from injury to himself or to others.
8. The patient is assured confidential treatment of his personal and medical records and may approve or refuse their release to any individual outside the facility, except in case of his transfer to another health care institution, or as required by law or third-party payment contract.

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9. The patient is treated with consideration, respect, and full recognition of his dignity and individuality, including privacy in treatment and in care of his personal needs.
10. The patient is not required to perform services for the facility that are not included for therapeutic purposes in his plan of care.
11. The patient may associate and communicate privately with persons of his choice and send and receive his personal mail UNOPENED, unless medically contraindicated as documented by his physician in his medical record.
12. The patient may meet with, and participate in activities of social, religious, and community groups at his discretion unless medically contraindicated as documented by his physician in his medical record.
13. The patient may retain and use his personal clothing and possessions as space permits, unless to do so would infringe upon rights of other patients and unless medically contraindicated as documented by his physician in his medical record.
14. The patient, if married, is assured privacy for visits by his/her spouse, if both are inpatients in the facility, they are permitted to share a room unless medically contraindicated as documented by the attending physician in the medical record.

* * * * *

ADMISSION, PHARMACY AND REFUND POLICIES

1. This Home will admit any prospective resident whom we believe will benefit from the environment and/or services available. No one will ever be excluded solely on the basis of race, sex, national origin or religion.
2. All admissions are based on full disclosure of the medical history and financial resources available to compensate the Home for services rendered.
3. No one will be admitted to this Home who has a communicable disease.
4. Should a resident develop a serious communicable disease after admission to the Home, the responsible party will be notified immediately and appropriate measures to isolate or transfer the resident to a local hospital will be undertaken.
5. No resident can be discharged or transferred without a written order by a physician unless the responsible party signs a "Release of Responsibility Statement".
6. REFUNDS will be made after the Home has had time to insure that all financial obligations have been identified and settled. Normally this process will take no longer than thirty days. It should be noted that no interest on deposits or unexpended funds accrues at any time.
7. Notification of the intent to give or bequest anything of substantial value to any employee should be discussed with the Administrator prior to the employee.
8. Any gifts or bequests to the Home for the purpose of enhancing the quality of life at the Home are deeply appreciated.
9. _____ has a written contract with _____ Pharmacy to insure timely delivery of all orders, the highest quality, completed documentation of each resident's pharmaceutical profile, review and consultation procedures of every resident's medicinal regimen and continuous in-service training of our nurses to insure that all of us understand the inter-relationships of the various medicines our residents take. This level of concern and professionalism cannot be met, nor managed effectively unless the Home has such an agreement and a controlled source of supply. Therefore, all medicines ordered by the attending physician will be purchased from _____ Pharmacy.
10. Arrangements may be made for Cable T.V. or a private telephone, etc. by contacting the Administrator.
11. These policies are acknowledged as part of the Admission Contract.

ADMINISTRATOR

Effective Date

RESPONSIBLE PARTY/RESIDENT

Date

FINANCIAL AGREEMENT FOR MEDICAID NURSING HOME RESIDENTS

Resident's Name: _____

THE HOME AGREES:

1. To provide a well furnished room, wholesome and nutritious meals, routine nursing care, clean linens and bedding and an environment of personal liberty, independence and freedom of expression.
2. To provide personal services for the health, well being, safety and good grooming of the resident including all personal laundry but excluding such things as licensed barbers or hairdressers, etc.
3. To obtain and administer such medications as the attending physician may order and create complete documentation on those orders.
4. To arrange for the transfer of the resident to the nearest hospital able to help the resident when ordered by the physician or if an emergency situation exists, and to immediately notify the responsible party of such a transfer.
5. To allow the resident to receive visitors at any convenient time. However, proper consideration is necessary to provide for the comfort and well being of all the residents. In the event visiting privileges are abused, visiting hours may be posted by the administrator or his designee.
6. To encourage the resident to bring in any personal artifacts that would assist in creating a sense of security or a home like atmosphere, as long as the item is in good condition and would not infringe on the rights of other residents.
7. To use physical or chemical restraints only under the express orders of the resident's attending physician, (emergency conditions excepted).
3. To hold the resident's charts and medical history records in strict confidentiality and to release such information only upon the approval of the responsible party or as required by law or when the resident is transferred to another health care facility.
1. To present any modifications to this contract at least (30) thirty days in advance of implementation date.

THE RESIDENT/RESPONSIBLE PARTY AGREES:

1. That the attending physician will visit the resident, perform a complete physical, write a medical history and order routine care for the resident within 48 hours after admission (unless a complete physical has been performed within five days prior to admission and a copy is made available to the Home) and visit the resident at least once every 60 days thereafter. When the physician of the resident's choice is unavailable or does not attend the resident, the Home will require the resident, and the responsible party, to secure the services of another physician and if an emergency exists, the Home will automatically engage the services of any available physician.
2. That provision for the resident's relocation will be arranged within a reasonable time, (10 days) if the Home determines that the resident is or becomes "noisy," uncontrollable, markedly uncooperative, or disturbing to the comfort and well-being of the other residents and unable to be cared for at this facility. Sometimes more care is required than this

facility is set up to handle.

3. That the Home has the right to change room assignments in order to meet the needs of either the resident or the Home.
4. That upon notification by the Home that a need for clothing or personal hygiene items exist that I will be responsible for the timely procurement of those items.
5. That the social security check or any other income will come directly to the Home for disbursement to the Home and to the resident in accordance with the Department of Human Services regulations.
6. By request, the responsible party may acknowledge the home as the custodian of all personal funds and the Home agrees to provide copies of the residents personal funds disbursement ledger.
7. That a minimum of ten (10) days notice will be given to the administrator in writing, of the resident's contemplated discharge, not due to an emergency.
8. That a copy of the "Patient's Bill of Rights" has been received.
9. That the Home will not be held liable in any way and that no responsibility is attached to the Home for the safety of any personal effects.
10. That the sum of \$1000.00 will be placed on deposit with the Home for the purpose offsetting any charges not reimbursed by the Department of Human Services during the resident's stay and that no interest is accrued or payable by the Home on that deposit. If this fund is reduced to 50% or less (for any reason), it shall be replenished within ten days after notification.
11. That any and all charges or bills incurred by the resident (including careless or deliberate destruction of the Home's property or equipment) that the Department of Human Services will not pay for will be paid by the resident or responsible party on a monthly basis or by a reduction of the deposit (Item #10).
12. That in the event the Department of Human Services will not pay for holding a resident's bed while the resident is out of the Home (hospitalized), etc., that payment will be made by the responsible party within twenty-four hours after notification. Note: no guarantee is made for the availability of the same bed, or any bed by the Home when the resident is able to return unless payment is made.
13. That I approve the concept of a dynamic activities program and do hereby give blanket permission for _____ to be transported to all off premises activities by any means available, when accompanied by a staff member or volunteer.
14. That I have had ample opportunity to discuss this contract with the administrator and that I understand and agree to the conditions stated herein.
15. That I have received my own copy of this contract.

Administrator: _____ Eff. Date: _____
Resident: _____ Date: _____
Responsible Party: _____ Date: _____
Address: _____ Phone: _____

*AMENDMENT to Medicaid Contract- Medicaid patients residing in a private room are required to pay \$15.00 per day to cover additional costs

MODEL

NURSING HOME ADMISSIONS CONTRACT

In consideration of the promises contained herein, _____ nursing
 _____ and _____ and _____
 facility resident responsible
 _____ agree to the following terms concerning
 party (if any)
 the nursing, medical and personal care of _____.

NURSING HOME RESPONSIBILITY

1. The nursing facility shall provide room and board, nursing services, minor medical and surgical supplies, bedding, linen, laundry services and such personal service as may be required for the health, safety, good grooming and well-being of the resident.
2. The nursing facility agrees to obtain the services of a physician of the resident's choice, or if the resident does not choose a personal physician, to appoint a licensed physician. The physician shall examine the resident within forty-eight (48) hours of admission unless the examination was performed within five (5) days prior to admission.
3. In case of an emergency, the nursing facility shall contact the resident's personal or appointed physician, or if s/he is not available the facility will contact the on-call physician. The responsible party or next of kin will be notified immediately, and a full report of the emergency will be filed in the resident's medical record.
4. The nursing facility will discharge or transfer the resident to another facility or to another room within the same facility only for medical reasons, for his/her welfare or for the welfare of other residents, or for nonpayment (except as prohibited by the Title XIX program). The nursing facility will give a thirty (30) day written notice to the resident or responsible party for all nonemergency discharges or transfers.

5. When the Resident is transferred or discharged, in the middle of the month, the facility will refund any prepaid amount at pro-rata. The Resident agrees to inform the nursing facility at least seven (7) days in advance of any voluntary, nonemergency transfer; and in the event s/he does not so inform the facility, the Resident is responsible for the per diem rate until the seventh day following notice.

The nursing facility provides service without regard to race, age, national origin, religion, sex, receipt of public benefits or change in source of payment.

RESIDENT RESPONSIBILITY

1. Resident on Private Pay Basis:

Resident agrees to pay for individual therapy, medical consultations, X-rays, drugs and pharmaceutical supplies, hospital charges and transportation charges.

2. Resident agrees to provide for personal services including clothing, beauty/barber services, sundry items, telephone and newspaper services.

FINANCIAL AGREEMENT

1. Resident on Private Pay Basis:

In consideration of the services provided in the Nursing Home Responsibility clause (above), the resident agrees to pay _____ per diem one month in advance and on the first day of each following month. This rate has been explained to the resident and is subject to change after 30 days written notice.

2. Resident receiving Title XIX/Medicaid Benefits

In consideration of the services provided in the Nursing Home Responsibility clause (above), the Resident will be required to pay to the facility the amount established by the State of Maine Department of Human Services. This rate has been explained to the resident and is subject to change by the Department of Human Services.

The facility will bill the Department of Human Services for services and supplies reimbursable under the Title XIX program,

including but not limited to individual therapy, medical consultations, X-rays, drugs and pharmaceutical supplies.

RESIDENT ACKNOWLEDGEMENT

- 1. The Resident's Rights have been explained to me and I have signed and received a copy of these rights, attached.
- 2. I have been informed of the policies of the nursing home.
- 3. I hereby appoint _____
name, address, phone number
_____/myself (circle one) to be responsible for the management of such personal funds that I have or may accrue.
- 4. This agreement will remain in effect until terminated by either party. Thirty (30) days notice is required for any modification of contract terms including but not limited to rate and charge changes, and changes in services provided.
- 5. I hereby acknowledge receipt of a signed copy of this agreement.

Date

Signature of Resident

Responsible Party Agreement (if any):

I, as the responsible party for _____ agree
Resident
to guarantee the above obligations undertaken by the resident, and I agree to oversee the nursing facility in the execution of its obligations as listed above.

Date

Signature of Responsible Party

Date

Signature of Nursing Facility
Representative

Policies on Resident's Rights

It is the policy of this facility that every resident be afforded the following rights:

1. To participate in medical decisions

Is fully informed, by a physician, of his/her health and medical condition unless medically contraindicated (as documented, by a physician, in the medical record), and is afforded the opportunity to participate in the planning of his/her total care and medical treatment and to participate in experimental research only upon his/her informed written consent.

2. To be moved or discharged only for medical reasons or nonpayment

Is transferred or discharged to another facility or is moved to another room within the facility, only for medical reasons, or for his/her welfare or that of other residents, or for nonpayment, for his/her stay (except as prohibited by the Title XIX program,) and is given reasonable advance notice to ensure orderly transfer or discharge, and such actions are documented in the medical record.

3. To exercise rights without reprisal

Is encouraged and assisted, throughout the period of stay, to exercise rights as a resident and as a citizen, and to this end may voice grievances and recommend changes in policies and services to facility staff and to outside representatives of his/her choice, free from restraint, interference, coercion, discrimination, or reprisal.

4. To manage own money

May manage personal financial affairs, or is given at least a quarterly accounting of financial transactions made on his/her behalf should the facility accept the written delegation of this responsibility to the facility for any period of time in conformance with State law.

5. To be free from abuse or restraints

Is free from mental and physical abuse, and free from chemical and physical restraints except as follows:

- a. When authorized in writing by a physician for a specified period of time;
- b. when necessary in an emergency to protect the resident from injury to self or to others in which case restraints may be authorized by designated professional personnel who will report the action taken to the physician within 24 hours; and
- c. or by a written standing order of the physician when used, during behavior modification sessions by the Qualified Mental Retardation Professional;

c. in the case of emergency restraints, whether chemical or physical, the professional personnel designated to authorize such action shall note the action upon the resident's record and shall note the time when the action was reported to the treating physician.

6. To confidentiality

Is assured confidential treatment of personal and medical records, including information contained in an automatic data bank and may have access to them at reasonable times unless medically contraindicated (as documented by his/her physician in the medical record) in the presence of a member of the staff, and his/her written consent shall be required for the release of information to persons not otherwise authorized under law or third party payment contract to receive it.

7. To respect and dignity

Is treated with consideration, respect, and full recognition of dignity and individuality, including privacy in treatment and in care for personal needs.

8. Not to be required to work

Is not required to perform services for the facility that are not included for therapeutic purposes in the plan of care.

9. To privacy with visitors, letters, and phone calls

May communicate, associate and meet privately within and outside the facility with persons of his/her choice, unless to do so would infringe upon the rights of other residents, and send and receive personal mail unopened, and be provided assistance on a weekly basis for writing and mailing letters and for making telephone calls.

10. To participate in community and religious activities

May meet with, and participate in activities of, social, religious, and community groups at his/her discretion, unless medically contraindicated (as documented by the physician in the medical record), or for reason documented by a qualified mental retardation professional as appropriate in the resident's record.

11. To keep personal possessions

May retain and use the personal clothing and possessions as space permits, unless to do so would infringe upon rights of other residents.

12. To private visits with spouse

If married, is assured privacy for visits by his/her spouse; if both are residents in the facility, they are permitted to share a room, unless medically contraindicated (as documented by the attending physician in the medical record).

13. To information on services covered by Medicaid

The resident is fully informed and provided copies of written material as provided by the Department on the benefits for which the Medicare-Medicaid Programs pay, which do not have to be paid by the resident or relative, and of related charges including any charges for service not covered under the Title XIX Program or not covered by the facility's basic per diem rate, and particularly on the provisions for monthly allotments to cover the resident's personal needs.

14. To see a summary of the licensing report on this facility

Is fully informed of the availability of a summary provided by the Department of Human Services which covers in layman's terms the findings of the most recent survey of the facility conducted by the Department of Human Services.