

CHEMUNG COUNTY NURSING FACILITY
103 WASHINGTON STREET, P.O. BOX 588
ELMIRA, NEW YORK 14902-0588
ADMISSION AGREEMENT

The **CHEMUNG COUNTY NURSING FACILITY** and _____
(resident or responsible party)
hereby agree to the following terms and arrangements providing for the medical, nursing and
personal care of _____.
(Name of resident)

STATEMENT OF UNDERSTANDING BY RESIDENT OR RESPONSIBLE PARTY:

It is understood that residents covered by Medicaid are not responsible for the daily rate or the medically accrued charges incurred by this agreement. However, the resident and/or legal representative agrees to be responsible for any deductible amount mandated by the County Department of Social Services. In the event that the financial status of the resident changes so as to terminate eligibility for Medicaid benefits, the resident shall be responsible to pay for all services rendered.

THE RESIDENT AND/OR RESPONSIBLE PARTY AGREES:

1. To pay a basic room rate charge of \$417 per day plus 6.8% New York State Assessment tax daily. If any part of this daily rate is assumed by Medicaid, it is agreed that the amount of self-payment determined by the County Department of Social Services shall be paid promptly each month as billed by the Nursing Facility. This room rate charge is subject to change by the Nursing Facility upon thirty (30) days written notice to the resident or responsible party.
2. To pay individual, itemized rate charges for the following care/services not covered by the room rate charge:
 - a. Restorative therapy: (physical, occupational and speech) \$45.00 per 15 minutes unit of service plus 6.8% State Assessment Tax
 - b. Oxygen therapy: Facility's cost for oxygen plus 15% handling charge and 6.8% State Assessment Tax
 - c. IV therapy Facilities cost for IV supplies plus 15% handling charge and 6.8% State Assessment Tax
 - d. Wound-Vac Treatment Facilities cost for wound-vac supplies/equipment plus 15% handling charge and 6.8% State Assessment Tax
 - e. Pharmaceuticals: Average Wholesale Price for drugs plus 21.0%. (15% pharmacist fee + 6.8% State Assessment)

NOTE: Individuals enrolled in EPIC and/or Medicare Part D may have a substantial part of drug charges covered. Information on these programs is available in Social Services Office (737-2878) or Business Office (737-2028)

If applicable, Medicare or Medicaid will be billed for these services, but the resident remains responsible for co-payments and private pay balances not covered by Medicare/Medicaid or other insurance.

3. To pay for personal needs, obligations and expenses not covered under the daily room rate including beauty/barber shop, newspapers, clothing, cafeteria and other miscellaneous personal purchases.
4. To have a choice of personal physician subject to Medical Staff Bylaws and to have a physician visit every thirty (30) days and more often when medically indicated. If the resident's personal physician is not available, the Nursing Facility's Medical Director shall be authorized to visit or to arrange for another physician to visit. The resident has the right to request a second medical opinion at any time.
5. To be responsible for hospital inpatient/outpatient charges, private physician fees, and any other medical services which are not covered by applicable health care insurance. Unless otherwise requested, the Facility will attempt to make arrangements for such services from providers who accept Medicaid as payment in full.
6. To provide such personal clothing and effects as needed or desired by the resident, as space or Nursing Facility rules permit.
7. To abide by Nursing Facility rules and regulations.
8. To be responsible for all personal property and valuables retained by the resident in the Nursing Facility.
9. To abide by Public Health Law and County policy which prohibit smoking by all individuals, including residents, employees and visitors, in all indoor and outdoor areas of the Health Center. Effective November 13, 2013 no residents admitted to the Nursing Facility are permitted to smoke anywhere on the grounds of the Health Center.

RELEASES AND PERMISSIONS BY RESIDENT AND/OR RESPONSIBLE PARTY:

By my signature on this Agreement, I understand that admission to the Nursing Facility is conditioned upon proper execution of the following releases and permissions:

1. I have received information materials and/or an explanation to my satisfaction and understanding on the following topics:
 - a. Name, address, telephone number of physician providing medical care to the resident in the Nursing Facility.
 - b. Information brochure on services and facilities.
 - c. Bill of Resident Rights, Residents Responsibilities and Complaint/Recommendation reporting procedure.
 - d. Privacy Act Statement and Notice of Health Information Practices (HIPAA).
 - e. I understand that questions about these topics will be answered by a social worker upon request. It is also understood that all policies and procedures regarding Resident Rights are open to review upon request.

2. Business Affairs: (check only one)

_____ I (or my representative) will continue to handle my finances upon my admission.

3. Release of Information:

- a. I hereby authorize the Nursing Facility to release to government agencies, insurance carriers, or others who are financially liable for my nursing home stay and medical care, information relating to diagnoses, procedures, and general care and treatment. I also authorize the release of pertinent medical information to consulting physicians, dentists, and other health care practitioners who have been requested to provide services to me.

THE NURSING FACILITY AGREES:

1. ADMISSION RIGHTS:

a. To prohibit third party guarantee of payment and acceptance of any gift, money or consideration as preconditions for admission or continued stay.

b. To protect the rights of all residents with regard to Medicare and Medicaid and to assist residents in exercising these rights.

2. To provide as part of the daily rate: room and board, including special diets; 24-hour daily nursing care; medical supplies; use of equipment such as wheelchairs, walkers, and rehabilitation aids; clean linen, hospital gowns, and personal laundry service; general household medicine cabinet supplies, including non-prescription medications and materials for routine skin care, oral hygiene and hair care; assistance (includes facility supplied stock products, not specialty or individual product preferences) or supervision with all activities of daily living, including personal care and grooming; activities and recreational program; social services assistance; maintenance levels of occupational, physical and speech therapies; chaplaincy services; medical director services; routine dental services; and van transportation. (Private physician fees are not covered in the daily rate and may be billed separately by the practitioner.)

3. The Facility will bill separately (to Medicare or private pay residents) for the following care and services:

a. restorative therapies (physical, occupational and speech) performed by a licensed therapist

b. pharmaceuticals ordered by a physician

c. oxygen therapy

4. To make arrangements, including transportation, for audiology services, physician office visits, emergency medical care, hospital inpatient/outpatient care and services, dental services, podiatry care, and other health care services as prescribed by a physician. In most cases, approved Medicaid vendors must be utilized for these services. The Facility has no responsibility for any fees or charges related to these outside services.

5. Bed Reservations: Residents who are on Medicaid will not be granted bed hold days for hospitalization UNLESS they are under 21 years old or are currently receiving Hospice care. The facility follows DOH regulation.

For Medicaid residents, 21 years old and over, therapeutic leaves of absences can be utilized up ten (10) days in any 12 month period. Any planned therapeutic leave should be approved at 48 hours in advance with the Social Work and Nursing Department.

For residents who are not on Medicaid, the Nursing Facility will offer to hold a bed indefinitely for a temporary hospitalization or therapeutic leave if the resident or responsible party agrees to pay the daily private pay rate. If the resident or responsible party declines to hold the bed, that resident shall be given priority for re-admission when released from the hospital or therapeutic leave provided the facility is able to provide the level of care needed.

The facility reserves the right to release a resident's bed when they are transferred to the hospital. A family member will be notified by a facility representative if a bed is officially released.

The facility will readmit a resident whose bed has been released to the next available appropriate bed.

6. To refund promptly any portion of prepayment in excess of services furnished in the event the resident leaves the Nursing Facility before the end of the prepayment period for reasons

beyond the control of the resident or responsible party. Billing for each month is done in the first week of the month.

7. To make available a collective, interest bearing trust fund account for the deposit of personal funds from residents and to administer such accounts at no charge for the resident's personal financial affairs. There is no requirement that a resident's personal funds must be deposited with the Nursing Facility.

8. To make available a safe for the safekeeping of resident's valuables and money and to provide lockable drawers in the dresser bureau and clothes closet with a key given to the resident. The Nursing Facility strongly recommends that valuables, jewelry and cash not be kept by the resident unless the items are secured in the locked drawers. It is urged that such items be put in the safe. The Nursing Facility cannot be responsible for the loss, theft or damage of valuables retained by the resident unless there is evidence of negligence, violation of regulations and/or failure to safeguard a resident's personal belongings.

9. To offer daily public visiting hours of 11:00 a.m. to 8:00 p.m. and to allow visitations by arrangement at all other hours of the day by contacting Nursing Supervisor (737-2022) or using intercom at front door.

10. To maintain a complaint and recommendation reporting procedure so that residents or representatives can submit matters to the Administrator for review and resolution.

11. To protect the confidentiality and release of resident medical/healthcare records in accordance with state and federal laws.

12. Use of Restraints and Bed Side-rails:

The Nursing Facility maintains the right of every resident to be free from physical restraints except when there is a medical necessity for which there is no reasonable alternative to a restraint. It is the goal of this Facility to eliminate or minimize the use of all types of restraints, including bed siderails. Restraints shall be used only as a last resort for medical necessity when all other care measures have been tried unsuccessfully. Restraints shall not be used for staff convenience or for safety precautions when a medical need has not been identified by the physician. This policy is in accordance with state and federal regulations for nursing homes.

DURATION OF AGREEMENT:

This Agreement shall be effective indefinitely so long as the resident remains in the Nursing Facility on an inpatient basis. The Nursing Facility may only discharge a resident for: medical reasons; the resident's welfare or that of other residents; or nonpayment for stay except as prohibited by sources of third-party payment. Residents shall be given at least thirty (30) days notice of discharge and shall be advised of rights to appeal any such discharge.

Nursing Facility Representative

Resident or Responsible Party

Date: _____

Date: _____

FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION BECAUSE OF AGE, RACE, CREED, SEX, COLOR, NATINAL ORIGIN, DISABILITY, MARITAL STATUS, SEXUAL PREFERENCE, SPONSORSHIP, EMPLOYMENT OR SOURCE OF PAYMENT