



LONG TERM CARE ADMISSION AGREEMENT
Between
ERIE COUNTY MEDICAL CENTER CORPORATION ("ECMCC") ON
BEHALF OF ITS
TERRACE VIEW LONG TERM CARE FACILITY

AND

("Resident")

AND

("Designated Representative")

1. DEFINITIONS

- A. **Daily Rate:** The charge per day for Basic Services and Physician and Medical Services/Supplies provided to the Resident by the Facility. Current rates are set forth in Addendum I.
- B. **Designated Representative:** The person responsible for meeting the Resident's financial obligations under this Agreement from the Resident's income, assets and Insurance and ensuring continuity of payment to the Facility from such sources. If the Designated Representative is the resident's spouse, he/she is obligated to pay for the Resident's care from his/her own income and assets.
- C. **Facility:** Terrace View Long Term Care Facility.
- D. **Insurance:** Health insurances including but not limited to Medicaid, Medicare, Blue Cross/Blue Shield, Community Blue, Independent Health, and Univera.
- E. **Resident:** The person admitted to the Facility.

2. ADMISSION POLICY

ECMCC does not discriminate on the basis of race, color, national origin, blindness, disability, sex, gender identification, sexual preference, marital status, religion, age, source of payment, or sponsorship in admission or retention and care of resident. ECMCC will admit to the Facility and retain only those individuals for whom it can provide adequate care.

3. SERVICES PROVIDED BY FACILITY

A. Basic Services

The following services are provided to the Resident and included in the Daily Rate:

1. Lodging - a clean, properly outfitted, healthful, sheltered environment, and meals, including therapeutic or modified diets, as may be prescribed by a physician.
2. Twenty-four hour per day nursing care, health services and supervision as needed by the Resident.
3. Use of all necessary equipment, medical supplies and modalities, in the quantities usually used in the everyday care of nursing home residents, including but not limited to catheters, hypodermic syringes and needles, irrigation outfits, dressings and pads, and so forth.
4. Fresh bed linen, as required, changed at least twice weekly, including sufficient quantities of necessary bed linen or appropriate substitutes changed as often as required for incontinent residents.
5. Hospital gowns or pajamas as required by the clinical condition of the Resident, unless the Resident or another person on the Resident's behalf, elects to furnish them, and laundry services for these and other launderable personal clothing items.
6. General household medicine cabinet supplies, including but not limited to non-prescription medications, materials for routine skin care, oral hygiene, care of hair except when specific items are medically indicated and prescribed for exceptional use for a specific Resident.
7. Assistance and/or supervision, when required, with activities of daily living, including but not limited to toilet, bathing, feeding and ambulation assistance.
8. Services, in the daily performance of their assigned duties, by the appropriate members of the Facility staff concerned with Resident care.
9. Use of customarily stocked equipment, including but not limited to crutches, walkers, wheelchairs or other supportive equipment, including training in their use when necessary, unless such item is prescribed by a physician for the regular and sole use by the Resident.
10. Leisure time activities program, including but not limited to a planned schedule of recreational, motivational, social and other activities, together with the necessary materials and supplies to make the Resident's life more meaningful.
11. Social services and religious programs.
12. Maintenance of an account for Resident's personal funds.
13. Physical and occupational maintenance therapies.
14. Facility-based local telephone service, if available.

B. Physician and Medical Services/Supplies

Physician services and physician-ordered services and supplies will be arranged as necessary. These include restorative physical, occupational, and speech pathology therapies; audiology; dental; podiatry; transportation; pharmacy; laboratory; x-ray; and ambulatory surgery services; and customized durable medical equipment. These services and supplies may be covered by the Resident's Insurance.

Resident and Designated Representative acknowledge that Facility does not provide inpatient or outpatient hospital care, mental health services or any academic or vocational training, and that such services are not included in the Daily Rate.

C. Personal Services/Items Not Included in Daily Rate or Covered by Insurance

The following personal service and items are available to the Resident and are not included in the Daily Rate or covered by Insurance:

1. Beauty parlor.
2. Telephone/TV/cable/internet (installation, maintenance, fees, rentals).
3. Newspapers and other subscription fees, postage, stationery.
4. Shoes, clothing, and dry cleaning.
5. Some ambulance and special transportation for personal use.
6. Fast food deliveries and/or meals for guests.
7. Any other service/supply not referred to in Section 3 above.

4. PAYMENT AND OTHER FINANCIAL OBLIGATIONS

A. Resident's and Designated Representative's Payment Obligation

1. Basic Payment Obligation. The Resident agrees to pay the Facility or have paid for by his/her Insurance all charges which include the following:
 - (a) The Daily Rate (Addendum I);
 - (b) Personal Service/Item Charges (Section 3.C).

The Designated Representative agrees to pay all charges from the Resident's income, assets and Insurance to the extent of the Designated Representative's access to such income, assets and Insurance. If the Designated Representative is the Resident's Spouse, he/she is also obligated to use his/her own income and assets to pay all charges to the extent required by law.

By signing this Agreement, the Designated Representative personally and independently guarantees continuity of payment of all charges from the Resident's income (including, but not limited to NAMI [net available monthly income] calculations as determined by Medicaid), assets and insurance to the extent of the Designated Representative's access to such income, assets and insurance, and further agrees to arrange for third-party payment if necessary to meet the Residents cost of care, including but not limited to

applying for Medicaid and other payer parties.

The Daily Rate must be paid one month in advance by the 1st of each calendar month for the number of days in that month. All Charges which are not paid for by Insurance, including deductibles, co-payments and non-covered items, must be paid within thirty (30) days or will be deemed late.

2. Other Financial Obligations. The Resident and the Designated Representative agree(s):
 - (a) to use and manage the Resident's income and assets so as to provide uninterrupted payment of all charges to the Facility;
 - (b) to make a timely and complete Medicaid application (and annual re-certifications thereafter) to the appropriate county Department of Social Services; to authorize the Facility to have access to the Resident's Medicaid application and annual re-certification files and supporting documentation; and to represent the Resident in the application and re-certification processes, if necessary, by signing Addendum II;
 - (c) that if the Resident has applied for, or currently receives Medicaid, to pay the Resident's Social Security check and all other monthly income (less the Resident's personal allowance) to the Facility within five (5) days of Resident or Designated Representative's receipt of such income, or send the applicable check directly to the Facility by signing Addendum III, or to an escrow account if the amount is in dispute in accordance with the law;
 - (d) to keep the Resident's Insurance premiums current, provide the Facility with the necessary Insurance information and authorization for the Facility to file claims for reimbursement, and notify Facility of changes in Insurance, including denials of claims and/or terminations of Insurance, as soon as the Resident and/or Designated Representative become aware of such changes; and
 - (e) that all the financial and Insurance information which he/she/they provided to the Facility prior to the Resident's admission, and thereafter, is true, accurate and complete, there is no other available income, assets or Insurance information which has not been disclosed to Facility, and the Facility will rely on all such financial and Insurance information.

B. Additional Charges

The Facility will assess no additional charges in excess of the Daily Rate except: (1) upon express approval of Resident or Designated Representative; (2) upon express written orders of the Resident's physician stipulating specific services and supplies not included in the Daily Rate; (3) upon thirty (30) days written notice to Resident or Designated Representative of additional charges due to the increased cost of maintenance and/or operation of Facility; (4) in the event of a health emergency which requires immediate special services or supplies; or (5) in the event of collection costs, fees and interests due as set forth in subsections (D) and (E) below.

Where changes are made by Medicaid or Medicare to coverage or charges for items and services that the Facility offers, the Facility will inform the Resident in writing at least sixty days prior to the implementation of the change.

C. Assignment of Benefits

If the Facility has no agreement with the Resident's insurance provider or plan to accept a negotiated rate, the Resident agrees to pay any portion of or all of the applicable private rate and ancillary charges which the plan does not cover. All health plan benefits shall be assigned to the Facility.

D. Collection Costs and Fees

In the case of non-payment of any sum due under this Agreement, the Resident and Designated Representative agree to pay reasonable collection costs, attorney's fees and damages incurred by the Facility for breach of his/her/their obligations set forth in this Agreement.

E. Interest

A service charge of 1.5% per month (18% per year) will be charged monthly on balances that are more than thirty (30) days past due.

F. Refunds

A refund will be made within thirty (30) days after the Resident's discharge for any amount paid by or on behalf of Resident in excess of the amount due for services rendered.

G. Damages Due From the Designated Representative

The Designated Representative agrees that he or she shall be personally responsible to pay damages to the Facility in the event that the Designated Representative's breaches his or her obligations to the Facility set forth in this Agreement, such as: (1) refusing to pay the Facility's invoices from the Resident's funds; (2) transferring the Resident's assets in a manner that prevents the Facility from receiving payment for services; and/or (3) refusing to file and/or cooperate with Medicare/Medicaid applications and renewals for the Resident.

5. TRANSFER AND DISCHARGE

A. Discharge Planning

The Resident and Designated Representative shall cooperate with the Facility in connection with the discharge planning process, including, but not limited to, execution of documentation required for discharge, and if appropriate, provisions of a suitable environment for Resident care after discharge.

B. Involuntary Discharge

This Agreement does not and is not intended to constitute a contract to care for the Resident for the remainder of his/her life, but shall constitute a contract for the entirety of the Resident's time at the Facility, whether the Resident resides at the Facility for a continuous time-period or for one or more successive time-periods. The Facility has the right to transfer or discharge the Resident involuntarily after appropriate notice because the: (1) health or safety of others is/will be endangered; (2) Resident's urgent medical needs necessitate an immediate transfer or discharge; (3) Resident's health has improved sufficiently, and the Resident no longer needs the Facility's services; (4) Resident has failed after reasonable and appropriate notice to pay for or arrange for payment for services and supplies provided under this Agreement, or (5) the Facility ceases to operate.

In the event of a discharge or transfer pursuant to subsection (2) above, this Agreement will continue in effect upon Resident's return to the Facility following treatment of the urgent medical need in question.

C. Voluntary Discharge

In the event the Resident chooses to leave the Facility voluntarily, the Resident and/or Designated Representative agree(s) to notify the Facility in writing ten (10) days prior to the Resident's departure date so that the Facility can conduct appropriate discharge planning for the Resident.

D. Bed/Room Transfers

Residents may be transferred to another appropriate bed or room after appropriate prior notice to, consultation with, and reasonable accommodation to the Resident and/or Designated Representative. The Resident and Designated Representative agree to cooperate with the Facility if such a move becomes necessary. In addition, the Facility cannot guarantee continued stay: (i) in private rooms, (ii) on a particular unit, or (iii) with a particular roommate. Residents may be asked to move to facilitate the special needs of another Resident who may require specific accommodations.

E. Bed Holds

The Facility will provide bed holds in accordance with state law and Facility policy and procedure, which provide for (i) reservation of beds for a limited number of days for purposes of certain hospital admissions and therapeutic leaves, and (ii) re-admission to the Facility following certain temporary discharges.

6. RESIDENT'S PROPERTY

A. Money and Valuables

The Facility will retain a reasonable amount of Resident's personal funds if the Resident and/or Designated Representative completes the form attached as Addendum IV. The Facility will also provide a locked, secure space for holding the Resident's valuables. The retention of money and valuables by a Resident in his/her room is at his/her own risk and insurance coverage is strongly recommended. The Facility will not be responsible for any disappearance, loss or damage to any money, valuables or other property retained by the Resident unless the Facility is proven to be at fault.

B. Disposition of Property

The Resident or Designated Representative must arrange for disposition of the Resident's property upon the Resident's discharge or death. The Facility may dispose of property remaining thirty (30) days after the Resident's discharge or death.

7. AUTHORIZATIONS

The Resident and/or Designated Representative must sign the Consent for Treatment document attached hereto as Addendum V.

8. MISCELLANEOUS

A. Modifications

This document and its attachments are the entire Agreement between the parties, and it may not be changed or modified orally. Modifications to this Agreement necessitated by changes in statutory or regulatory requirements or their interpretations are deemed to become part of this Agreement. If any provision in this Agreement is determined to be illegal or unenforceable, such provision will be deemed amended so as to render it legal and enforceable and to give effect to the intent of the provision. Any such provision which cannot be amended shall be deemed deleted without affecting or impairing any other part of this Agreement.

B. Waiver

The failure of any party to enforce any term of this Agreement or the waiver by any party of any breach of this Agreement will not prevent the subsequent enforcement of such term, and no party will be deemed to have waived the right to subsequent enforcement of this Agreement.

C. Records and Confidentiality

Although Facility considers all information concerning the Resident to be confidential, various regulatory agencies, other health care providers and third-party payers may require or have the need to know certain information about the Resident. The Resident and the Designated Representative authorize Facility to furnish copies of any and all clinical and financial records or other information to such individuals, agencies or others as the Facility deems necessary or proper to comply with applicable law and regulations or third-party payment requirements.

D. No Gratuities

The Resident and the Designated Representative agree not to offer any payment, tip or gratuity in any form to any employee of Facility for any services provided.

E. No Smoking

In compliance with ECMCC's non-smoking campus, smoking, including use of electronic cigarettes or vapor pens, is prohibited both inside and on the grounds of the Facility.

F. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be considered an original.

G. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its choice of law provisions.

[signature page follows]

We, the undersigned, have read, understand this Agreement, and agree to be legally bound by its terms. We have been informed of and given copies of the Resident's Handbook, "Your Rights as a Nursing Home Resident in New York State", Resident Bill of Rights and information on advance directives. We have had an opportunity to discuss these documents with the Facility representative(s), have my/our questions answered, and agree to comply with the rules and policies set forth in the Resident's Handbook.

ACCEPTED:

Date

Signature/Mark of Resident

Print Name of Resident

X

Date

X

Signature of Designated Representative

X

Print Name of Designated Representative

X

Address, City, State & Zip Code

Date

ECMCC Witness

Date

Administrator

Print Name of Administrator

[signature page to Admission Agreement]

ADDENDUM I

Current Daily Rates for the Following Services:

SKILLED PRIVATE TOTAL CHARGE PER DAY	\$510.96 \$510.96
SKILLED SEMI PRIVATE TOTAL CHARGE PER DAY	\$444.36 \$444.36
SUBACUTE PRIVATE TOTAL CHARGE PER DAY	\$748.97 \$748.97
SUBACUTE SEMI PRIVATE TOTAL CHARGE PER DAY	\$651.80 \$651.80
VENT PRIVATE TOTAL CHARGE PER DAY	\$1,083.07 \$1,083.07
VENT SEMI PRIVATE TOTAL CHARGE PER DAY	\$942.22 \$942.22
NEURO-BEHAVIORAL TOTAL CHARGE PER DAY	\$790.46 \$790.46

Date

X

Date

Date

Signature/Mark of Resident

X

Signature of Designated Representative

Witness

ADDENDUM II

AUTHORIZATION TO REPRESENT AND FOR RELEASE OF INFORMATION

- (1) I hereby authorize Erie County Medical Center Corporation ("ECMCC") and Terrace View, its long-term care facility, and its authorized agent(s) and representative(s), to act on my behalf in applying for and/or maintaining benefits under Medicaid, Medicare, Financial Assistance Programs, Insurance Coverage, Workers' Compensation, No-Fault and/or other Entitlement and Community Based Programs to which I may be entitled, and to act as my representative at any conference, administrative review, fair hearing, or in any civil action or proceeding related thereto.
- (2) I hereby authorize each of the following persons, agencies, companies and/or organizations to release and furnish full, detailed, and relevant information about me to ECMCC and Terrace View and its authorized agent(s) and representative(s) for the purposes set forth in paragraph (1) of this Authorization:
- All local, State, and Federal Agencies and Departments including Social Services, Health, Vital Statistics, Workers' Compensation, Labor, Law Enforcement, Correctional Services, Social Security Administration, Health Care Financing Administration, Immigration and Naturalization Service and Bureau of Veterans' Affairs;
 - Pension plan administrators;
 - Utility companies (gas, electric, telephone, cable, etc.);
 - Current and/or former employers;
 - Current and/or former landlords;
 - Banks, credit unions and other financial and investment institutions which now hold or have held my funds or in which I have a safe deposit box;
 - Funeral Homes and/or Cemeteries;
 - Fraternal/Union affiliations;
 - Health care providers possessing my medical and/or financial information;
 - Insurance companies which are holding or held funds payable to me or hold or held medical, life, no-fault or other coverage for me;
 - Attorneys or other legal representatives, such as guardians, attorneys-in-fact, and health care agents;
 - Trustees and/or Executors; Medicare Part D Representatives;
 - Other _____
- (3) I hereby authorize those persons, agencies, companies and/or organizations set forth in paragraph (2) of this Authorization to grant ECMCC and Terrace View, and its authorized agent(s) and representative(s), electronic access to any and all relevant information about me, including, but not limited to, all financial bank account statements and balances, income tax returns, retirement accounts, annuities, investment accounts and holdings, insurance policies, and other relevant financial records, wherever located, for the purposes set forth in paragraph (1) of this Authorization.
- (4) This Authorization (check one):
- ☐ Expires on _____
(Date)
- ☒ Will remain valid until expressly revoked in writing.

Print Patient/Resident Name	Social Security Number	Date of Birth
X	X	X
Signature of Patient/Resident or Representative	Date	Relationship to Patient/Resident if signed by Representative

On this _____ day of _____, 20____ before me personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

Commissioner of Deeds, in and for the City of Buffalo, NY

Term expires December 31, _____

ADDENDUM III
DIRECT PAYMENT OF MONTHLY INCOME
Medicaid Recipients Only

If the Resident, and/or the Designated Representative agree(s) to arrange for direct payment of the Resident's monthly income (such as Social Security and pension checks) to the Facility, then such monthly income (less Resident's personal allowance which will be deposited in the Resident's personal account) must be paid to the Facility within five (5) days of Resident's or Designated Representative's receipt of such income.

- ☐ **I AGREE** to arrange for direct payment of my/the Resident's monthly income checks to the Facility. I understand that the Facility will apply such monthly income (less Resident's personal allowance) to my/the Resident's outstanding balance and will deposit the personal allowance and remainder in my/the Resident's personal account. I agree to notify payers of monthly income such as the Social Security Administration to change my address to the Facility so that the monthly income checks will be sent directly to the Facility.

Date

Signature/Mark of Resident

Date

Signature of Designated Representative

- ☐ **I DO NOT AGREE** to arrange for direct payment of my/the Resident's monthly income to the Facility. I understand that the Resident will be responsible for payment to the Facility of all my/the Resident's monthly income (minus a \$50.00 personal allowance) by the fifth (5th) day of each month.

Date

Signature/Mark of Resident

Date

Signature of Designated Representative

Date

Witness

ADDENDUM IV PERSONAL NEEDS ACCOUNT

The Facility shall hold, safeguard, manage and account for the personal funds of the Resident. All Resident funds will be deposited in an interest-bearing account. The Facility will establish and maintain a full and complete accounting of the funds entrusted to the facility. A quarterly statement of transactions will be given to the Resident/Designated Representative.

If there is a balance greater than \$25.00 remaining in the Personal Needs Account at the time of discharge, a check will be issued to the Resident/Designated Representative within 10 days of discharge. If there is less than \$25.00 left in the Personal Needs Account at discharge the balance will be distributed to the Resident/Designated Representative in cash on the day of discharge provided 48 hours of notice.

- ☐ **I AGREE** to allow the nursing home to establish a Personal Needs Account for my incidental expenses.
- ☐ **I DO NOT AGREE** to allow the nursing home to establish a Personal Needs Account for my incidental expenses. I will manage my own funds.

Date

X

Date

Date

Signature/Mark of Resident

X

Signature of Designated Representative

Witness

ADDENDUM V CONSENT FOR TREATMENT

A. Consent for Treatment

The Resident and/or Designated Representative authorize(s) Erie County Medical Center Corporation's Terrace View Long Term Care Facility ("Facility"), its employees, and agents, to provide and administer any and all skilled nursing facility services, including medical treatment, rehabilitative therapies, nursing, psycho-social/psychiatric support and other appropriate diagnostic and therapeutic procedures for treatment of the Resident's condition(s). The Facility will exercise reasonable care toward the Resident; however, there are some risks that are unavoidable in any skilled nursing facility and the Facility cannot ensure the complete safety and welfare of the Resident.

B. Comprehensive Assessment

The Resident agrees to permit Facility to conduct a comprehensive assessment of the Resident no later than fourteen (14) calendar days after the date of admission, promptly after a significant change in the Resident's physical, mental or psychosocial status and in no case less often than every twelve (12) months.

C. Dental Examination

The Resident agrees to permit Facility to conduct an initial screening of the oral health status of the Resident within forty-eight (48) hours of admission to determine the need for emergency care to alleviate pain, infection, or swelling, to determine the presence and functioning of any oral prostheses, and, with the Resident's consent, indelibly mark any prostheses. The Resident shall further permit Facility to conduct an oral examination of the Resident by a dentist or dental hygienist within seven (7) calendar days following the initial comprehensive assessment and by a dentist at least annually thereafter.

D. Physician Visits

The Resident and Designated Representative agree(s) that a physician may visit the Resident in the Facility whenever the Resident's medical condition warrants the medical attention, but not less than every thirty (30) days for the first ninety (90) days and every sixty (60) days thereafter. Residents are allowed to select physicians who have current practicing privileges at the Facility. The Facility may arrange for another physician to see the Resident if the Resident's personal, alternate or staff physician is delinquent in visitation or is unable to see the Resident when medically necessary.

Date

X

Date

Date

Signature/Mark of Resident

X

Signature of Designated Representative

Witness

