



# Jewish Home of Rochester

*Long-term, Transitional  
and Memory Care*

## **LONG TERM CARE ADMISSION AGREEMENT**

On \_\_\_\_\_, (actual date of admission) the Jewish Home of Rochester,  
(JHR) located in Rochester, New York agrees to admit and provide the following services to  
\_\_\_\_\_ (resident) formerly residing at \_\_\_\_\_  
\_\_\_\_\_.

The JHR and Resident agree as follows:

### **BASIC SERVICES**

The JHR agrees to provide the resident the following basic services as determined by the resident's condition and plan of care:

1. full room and board, including therapeutic or modified diets, as prescribed by a physician;
2. 24 hour per day nursing care and treatments, including assistance as needed;
3. the use of equipment and medical supplies used in the everyday care of nursing facility residents such as: hypodermic syringes, irrigation outfits, dressings and pads;
4. the use of customarily stocked equipment such as: crutches, walkers, wheelchairs or other supportive equipment, including training in their use. However, if a custom fitted/specialized item is prescribed by a physician for regular and sole use by a specific resident, the JHR's basic fee will not cover its cost;
5. bed linens, towels and hospital gowns as required including basic incontinent products;
6. laundry services for machine washable, personal clothing items at commercial laundry temperatures; (dry cleaning will be available at the resident's personal expense;)
7. general household medicine cabinet supplies including but not limited to non- prescription medications, material for routine skin care, oral hygiene, care of hair and so forth, except for

specific items that are medically indicated and prescribed for exceptional use for a specific resident;

8. assistance and/or supervision, when required, with activities of daily living, such as: dressing, undressing, toileting, bathing, feeding and ambulating; activities programs such as; a planned schedule of recreational, motivational, social activities, together with the necessary materials and supplies to make the resident's life more meaningful;
9. social work services as needed;
10. dental services of a routine nature (i.e. diagnostic and preventative examinations, cleaning of teeth, dental fillings,) that are administered by a JHR staff dentist. The use of private, non-staff dentists is at the resident's personal expense.

#### **PHYSICIAN AND ANCILLARY SERVICES PROVIDED ON A FEE FOR SERVICE BASIS**

- A. Charges for physicians, nurse practitioners, or physician assistants visits and physician ordered ancillary services listed in A (1-12) are not included in the daily basic rate. Charges may be billed by the JHR or directly by the provider of the service. The resident is not obligated to pay for services paid for by Medicaid, Medicare or other third party payors who have negotiated a rate with the JHR, except for deductibles and co-payments. Medicaid eligible residents' physician services are normally covered by Medicaid. There may be specific exceptions for Medicare and Medicaid coverage; for further information contact the JHR's finance department.

The JHR will arrange for physician visits and for the following ancillary services to be available to the resident when prescribed by a physician. These services will be administered or supervised by practitioners affiliated with and or approved by the JHR who meet the applicable New York licensing, registration and certification requirements. The services listed are not all inclusive: other physician or physician ordered services may be available and the resident may seek a second opinion at their own expense.

1. Physical Therapy
2. Audiology Services
3. Occupational Therapy
4. Speech Therapy
5. Podiatry Service
6. Psychiatric or Psychological Treatment
7. Optometric Services
8. Laboratory Service
9. X-Ray Services
10. Dental services other than the basic service as described above

11. Transportation Services

12. Prescription Drugs

B. Certain items and services, such as those listed below are not covered under the daily basic rate nor are they paid for by Medicare or Medicaid or other insurance carriers. Such items are made available by the JHR but must be paid for or charged against the resident's personal account when the cost is incurred.

1. Beauty/Barber Services
2. Newspapers
3. Clothing and shoes
4. Dry Cleaning
5. Special transportation for personal use

### **BED RESERVATION**

A bed will be reserved for the resident at the resident's or family's request, during any period of hospitalization or leave of absence from the JHR, provided payment of the basic service fee is received by the JHR for each day the resident is absent from the JHR.

For Medicaid recipients who are hospitalized and have met the 30 day residency requirement, the bed at the JHR will be reserved for a period of up to 15 days. If medical conditions warrant a more lengthy stay and it is likely that the resident will return to JHR, an additional 5 day extension can be requested. After 20 days, the bed reservation will end and the resident will be placed on a priority status for readmission to another bed. This policy is in accordance with New York State Department of Social Services regulations and continued status of this room reservation policy will follow federal and New York State regulations, should they change.

### **TERMINATION, DISCHARGE AND TRANSFER FROM THE JHR**

The resident, or designated representative, has the right to terminate this agreement and residence at the JHR at any time upon giving ten (10) days written notice to the JHR. In non-emergency situations, the JHR shall have the right to transfer or discharge a resident who has been given thirty (30) days written notice, for the following reasons: a) the resident's needs cannot be met after reasonable attempts at accommodations; b) the resident's health has improved sufficiently so the services are no longer needed; c) the health or safety of other residents; or d) nonpayment, including failure to make a Department of Social Services Medicaid application on a timely basis. It shall be understood that the resident has the right to appeal the action. Information regarding the appeal process will be provided upon request.

The resident or designated representative agrees that prior to the resident's discharge from the JHR, adequate arrangements will be made for the payment of any and all amounts due the JHR.

## **JHR'S LIABILITY**

- A. The resident or designated representative agrees that the JHR will be exempt and be released from liability for any injury to the resident, for damage or loss to his or her property unless such injury, loss or damage occurs on the JHR's premises and is the sole result of the JHR's negligence.
- B. The JHR shall be exempt from and the resident or designated representative hereby releases the JHR from liability, for any injury to or death of the resident, except to the extent of the JHR's negligence while the resident is in the exclusive care, custody and control of the JHR.
- C. The resident or designated representative understands that upon the resident's discharge or permanent transfer, all of the resident's belongings and effects will be removed from the room promptly and placed in storage until removal is arranged by the resident or family. The JHR is not responsible for any belongings that are not removed from the facility within thirty (30) days.
- D. The resident or designated representative understands and agrees that the JHR is not responsible for the resident in any manner after the resident is discharged.

## **REPORTING REQUIREMENT**

The Home shall report increased incidence of infections, including nosocomial infections as defined by the Health Department regulations, to the appropriate area Office of Health Systems Management and shall report, immediately, the presence of any communicable disease, as defined by the Health Department regulations to the city, county or district health officer.

## **COMMUNICATIONS WITH RESIDENT'S REPRESENTATIVE**

It is the resident's or designated representative's responsibility to designate a "primary contact person" for the JHR to notify concerning the resident's status, herein known as the designated representative.

## **ADVANCE DIRECTIVES**

Each resident will be asked to designate a health care agent and make his or her wishes known in regards to resuscitation and/or the intensity of medical interventions. The JHR will provide information to residents or their designated representative so that decisions regarding health care issues, may be directed by the resident.

## **RULES AND REGULATIONS**

This agreement is subject to any requirements imposed by law or regulation. The resident also agrees to comply with the rules and policies of the JHR.

## **JEWELRY AND OTHER VALUABLES**

The JHR encourages that valuable jewelry not be brought into the facility. The JHR provides a locked location in the Finance Department which can be accessed by the resident or resident's power of attorney, Monday through Friday between 8:30 a.m. and 4:30 p.m., excluding holidays. A safe is also available at the front desk for temporary safekeeping. The JHR reserves the right to refuse valuables which cannot be adequately safeguarded. The JHR is not responsible for valuables that are not located in the safe.

## **PRIVATE DUTY CARETAKER OPTION**

JHR residents may have private duty caregivers subject to the approval of the JHR. The private duty caregiver must sign disclosure for background and reference check. This should be coordinated with the social worker on the unit. The private duty caregiver must provide validation that they are certified to work in a long-term care facility as well as proof of insurance coverage and immunizations to the Director of Nursing. Residents and families are responsible for this expense and the arrangements. The private duty caregiver must comply with all the policies of the JHR and provide care based on the resident's individual care plan. The JHR reserves the right to refuse the use of a caregiver at any time.

## **NO LIFE CARE CONTRACT**

This agreement does not and is not intended to constitute an undertaking or contract, express or implied, to care for the resident for life.

## **KOSHER DIETARY LAWS**

### **Areas that remain Kosher: Leo's Deli, Café Shalom, Eber Room, Sands Center, Farash Tower 6<sup>th</sup> Floor, Cottage 3**

The JHR strictly adheres to Kosher dietary laws and Passover dietary observations with no exceptions. Therefore, anyone admitted is informed of and agrees to fully comply with the laws of Kashruth (Kosher). Meals served at the JHR do not mix meat and dairy at the same meal. Pork, pork products and shellfish are never served. Additionally, during the eight days of Passover, only specially prepared Kosher meals are served only on the designated residential areas. Arrangements can be made if a kosher meal is requested on a non-Kosher unit or Home. During Passover, residents and/or their families are not allowed to bring any food into the Kosher areas.

## **PHOTOGRAPHIC CONSENT**

From time to time, JHR videotapes or photographs programs, activities and locations which may include residents, family members, staff, and/or volunteers. These may be used for internal audits, education, research, etc., which may be available to the general public. This agreement gives consent for videotaping or photographing of the resident and/or relative in a group setting. Should individual photos or videos be

made focusing solely on the resident and/or relative, informed consent will be obtained in advance. Photographs taken for medical documentation or management of an illness will be made at the discretion of the physician, nurse practitioner or physician's assistant and the resident or their agent hereby consents.

#### **FEDERAL & STATE ACCESS TO CLINICAL INFORMATION**

Clinical information will become part of the federal government's requirement to complete a "Minimum Data Set" (MDS) for each resident, which will then be electronically submitted to the federal and New York State governments. This clinical information will be collected by the JHR staff and physicians providing care.

#### **NON-DISCRIMINATION POLICY**

Federal and New York State law prohibit this health care facility from denying admission to anyone regardless of race, creed, color, national origin, age, sex, disability, sexual preference, blindness, source of payment or marital status. The JHR also follows the same non-discrimination guidelines in employment and in employee promotion policies.

#### **NON-SMOKING FACILITY**

JHR is a non-smoking facility. No exceptions will be made.

#### **RESIDENT'S PERSONAL FINANCIAL ACCOUNTS**

- A. The JHR agrees and the resident hereby authorizes the JHR to hold money on deposit for the resident's personal needs through the JHR's Finance Department in an interest bearing account. Individual balances of less than fifty dollars (\$50) are not interest bearing. The resident or designated power of attorney shall have access to the resident's funds each business day during the hours established by the JHR for such transactions and after hours upon request by resident. Copies of each power of attorney agreement must be on file at the JHR before any transactions can be authorized.
- B. The JHR shall provide to the resident, at least quarterly, a computerized statement listing the beginning and ending balances and all transactions made during the statement period in the resident's personal account.
- C. Upon discharge, refunds of personal funds of the resident will be made within thirty days. If the resident is deceased, the JHR may require as prescribed by law, a letter of administration which can be obtained from the Surrogate's Court.

## **PAYMENT OF FEES – PRIVATE PAY**

By entering this Agreement, the Resident, the Resident's Spouse and/or the Undersigned Agents on the Resident's behalf, understand and agree to the following Resident payment obligations. The Resident agrees to pay for, or arrange to have paid for by private pay, Medicaid, Medicare or other insurers, all services provided under this Agreement, and agrees to pay any required third party deductibles, copayments, coinsurance or monthly income budgeted by the Medicaid program (called the "NAMI" amount). All signators accept the duty to ensure continuity of payment. This includes the duty to arrange for timely Medicaid coverage, if Medicaid coverage becomes necessary.

In consideration of the JHR agreeing to provide to the resident the services and facilities described in this agreement, the resident or whomever is responsible for the resident's financial affairs, agrees to pay the JHR the basic service fee of \$ \_\_\_\_\_ per day for a \_\_\_\_\_ semi-private or \_\_\_\_\_ private room and the New York State Cash Receipts Assessment of \_\_\_\_\_ (as of 1/1/20). This fee is payable on the first day of every month. Past due accounts will be assessed interest at a rate of 15% per annum. Resident is responsible for all costs of collection including attorneys' fees. The private pay rate is owed and payable timely while a Medicaid application is pending and if the Medicaid application is denied unless other insurance covers the rate. If Medicaid ultimately covers a retroactive period paid for privately, the Jewish Home will refund or credit any excess over the amount owed by the Resident. If the Resident's liquid assets are exhausted or unavailable prior to Medicaid coverage, the Resident agrees to pay his/her monthly income (for example, pension, Social Security) as partial payment of the daily basic rate until the Medicaid eligibility is established. Interest on over due payments will be assessed an interest fee of 15% per annum. The resident is responsible for all costs of collection including attorneys' fees. The JHR preserves its right to adjust this rate provided the proper advanced notification is given as prescribed by law. The JHR may adjust the daily rate provided advanced notification is given as prescribed by law.

The Resident hereby directs all of the Resident's Agents, including future appointees (1) to meet all payment obligations under this Agreement from the Resident's assets and/or from insurance coverage; (2) to cooperate in obtaining Medicaid coverage if needed; and (3) to manage the Resident's assets responsibly so that the Jewish Home is not in a position where it is denied payment for the cost of care from the Resident's funds or from Medicaid.

A Medicare review is completed upon admission and readmission from the hospital to determine Medicare eligibility. The initial private pay charge of one and a half months is due the JHR immediately if following the Medicare review, it has been determined that there will be no Medicare coverage. Subsequently, all monthly payments are due one month in advance.

The resident, and/or person responsible for the resident's financial affairs, understands that the resident will be responsible for any and all charges above and beyond those payable by third party payers such as Medicare, Blue Cross/Blue Shield, HMOs and so forth.

Upon request, the Resident who occupies a private room and who does not pay the private room rate agrees to move to a semi-private room unless a private room is medically necessary. The Resident occupying a subacute/rehabilitation bed agrees to be transferred to a non-specialized unit or bed after subacute care terminates.

If the resident is discharged prior to the end of a period for which the resident's basic service fee has been paid, prepaid moneys in excess of the amount necessary to cover the charges for services already furnished will be refunded to the resident or to the person responsible for the resident's financial affairs. If the resident is deceased, the JHR will refund to the resident's estate, or to whomever has been appointed by the Surrogate Court, any prepaid moneys in excess of the amount necessary to cover charges.

### **PAYMENT OF FEES – THIRD PARTY COVERAGE**

**Assignment of Benefits.** The Resident, or the Undersigned Agents on the Resident's behalf, assigns the benefits due to the Resident to the Jewish Home and requests the Jewish Home to claim payment from Medicare or other insurance for covered services or supplies received during the Resident's stay at the Jewish Home. The Resident authorizes release of information necessary for the Jewish Home to claim and receive such payments on the Resident's behalf. If separate assignment of benefits is required by the Resident's plan or program, it will be signed and attached to this Agreement at Addendum 1.

The Jewish Home accepts as payment in full daily rates it has negotiated with a Resident's insurer or managed health plan and, as applicable, the Medicaid, Medicare, or VA rate plus any deductibles, coinsurance or the Medicaid budgeted income payments. If the Jewish Home has no agreement with the Resident's health insurance 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 are assigned to the Jewish Home.

**Managed Care and Insurance Benefit Denials.** The Jewish Home is authorized to provide skilled nursing services for certain managed care organizations ("MCOs"). A current list of the MCOs with which the Jewish Home participates is available upon request. The Resident and/or the Responsible Party shall notify the Jewish Home in writing prior to enrolling with a MCO or switching Resident's MCO enrollment. Unless the Jewish Home is authorized to participate with an MCO, the MCO will not cover the Jewish Home's services.

**Actions of Managed Care Organizations and Insurers.** Residents with coverage for all or part of the Jewish Home's charges by a managed care plan or insurer understand that although the Jewish Home relies on the plan's verification of eligibility, payment for covered services is not guaranteed. Coverage may be subject to specific preauthorization requirements, to modification by the plan, and to the plan's determination that recommended services continue to be or are "medically necessary" as well as covered. The Jewish Home is not responsible for benefit denials by MCOs and insurers, and it makes no representations regarding the coverage decisions of any MCO or insurer with which the Jewish Home

participates. The Jewish Home will, however, use its best efforts (1) to present information to support the medical necessity of recommended treatment; and (2) to notify the Resident and/or Responsible Party as soon as it is informed that coverage will cease or decrease.

**Obligations of Resident.** Medicare, MCOs and insurers pay in full only for those services and supplies that Medicare, MCO or insurer determines to be covered under the terms of the plan. Resident is responsible to pay any co-payments, deductibles or other costs assigned to Resident under the specific terms of his or her health benefit plan. Resident must also pay for any services or supplies which Medicare, Managed Care Organizations or insurer declines to cover under the specific terms of the Medicare or managed care plan. Such plans typically require pre-authorization of services. If Resident chooses to have services which the plan refuses to preauthorize, Resident shall pay the Jewish Home in a timely manner for all non-covered services retroactive to the date of the initial delivery of services. Past due accounts will be assessed interest at a rate of 15% per annum. Resident is responsible for all costs of collection, including attorneys' fees.

**Notice of Change in Insurance Coverage.** Resident and/or Responsible Party shall notify the Jewish Home immediately of any change in Resident's insurance status or coverage made by the insurance carrier including, but not limited to, the insurance carrier's discontinuation of coverage for, or any decrease or increase in insurance benefits applicable to, the Resident. The Resident and/or Responsible Party shall notify the Jewish Home before Resident is unable to meet Resident's insurance premium or before Resident implements an increase, decrease or termination from insurance coverage.

**Termination of Coverage.** If the Resident remains in the Jewish Home after coverage terminates or after the insurer deems that otherwise-covered services are no longer "medically necessary" or that an annual payment cap applies, the Resident agrees to pay the applicable private rate and charges for request non-covered services and applies until Medicaid covers such services.

**Cooperation Securing Insurance Benefits.** Medicare and Medicaid reimbursement is contingent on having sought payment from all other liable third parties. The Undersigned verify that they have disclosed all sources of third party coverage, and have (i) provided proof of eligibility for coverage or (ii) provided the information and authorization necessary to verify third party coverage.

The Resident, the Responsible Party, and Spouse further agree:

1. To keep any insurance coverage premiums current and to notify the Jewish Home if required premiums have not been or cannot be made;
2. To notify the Jewish Home of any denial of benefits or termination of coverage;
3. To assist with appeals of denials of payment; and
4. Upon request, to provide the Jewish Home updated insurance information, including copies of the summary of benefits or policy riders or amendments.

JHR provides a service to assist residents with their Medicaid application at no cost to the Resident. If you would like this service, please contact the Accounts Receivable Department at (585) 784-6666.

**Authorization to Submit Claims for Payment.** The Resident or the Undersigned Agents authorize the Jewish Home: (1) to submit claims and receive payment of health plan benefits for services rendered under this Agreement; and (2) to release confidential information required by the insurer for reimbursement to the Jewish Home or other such other providers of services.

#### **PAYMENT OF FEES – MEDICAID**

The JHR is an approved Medicaid provider with the NYS Department of Social Services and has agreed to accept Medicaid and NAMI (Net Amount of Monthly Income) payments as payment in full for all goods and services as outlined in the above agreement. The Resident and the Undersigned agree to monitor the Resident's resources and assure uninterrupted payment to the Jewish Home by making timely and complete application to Medicaid (and/or other payors), if necessary, and to notify the Jewish Home (i) when the Resident's resources are expected to reach the Medicaid resource level, and (ii) when the Medicaid application will be and is filed. The resident or the person responsible for the financial affairs of the resident understands that effective with the Medicaid eligibility date, New York State law requires that a resident's monthly income, in excess of the allowable amount, (NAMI) must be paid to the JHR to meet the cost of services provided. The Department of Social Services (DSS) will, depending on a person's financial situation, direct the JHR to collect a specified monthly amount (NAMI) from the resident as partial payment for the care provided. The resident or responsible party agrees that they shall ensure that those payments are made to the JHR on a monthly basis. Past due accounts will be assessed interest at a rate of 15% per annum. Resident is responsible for all costs of collection including attorneys' fees.

The Department of Social Services will pay the JHR the established Medicaid rate less the NAMI amount described above which is to be paid by the resident or the resident's representative.

The resident or the person responsible for the financial activities of the resident agrees to maintain accurate records regarding the resident's income and resources so that the resident's initial and continued eligibility for Medicaid is not jeopardized. They agree to file all Medicaid applications and re-certifications on a timely basis and to provide all information requested, cooperating fully with the Department of Social Services.

It is understood that any additional future income, above and beyond the income and resources previously documented to establish current Medicaid eligibility is to be applied toward the cost of the resident's care as specified by Medicaid.

It is understood that if payment to the JHR of all charges, for services rendered to the resident is not made, or an application/re-certification to Medicaid is not filed on a timely basis, or the resident or family refuses to cooperate with Medicaid, causing the JHR not to be paid for services

provided, the JHR will be entitled to discharge the resident with proper notice and according to New York State regulations.

If a resident is discharged prior to the end of a period for which the resident's basic service fee has been paid, prepaid moneys in excess of the amount necessary to cover charges for services already furnished may be refunded to the resident or to the responsible party as directed by the Department of Social Services. If the resident is deceased, a letter of administration may be required by the JHR.

**Dually Eligible Residents.** If Resident becomes eligible for Medicaid at any time during Resident's stay at the Jewish Home, and also qualifies for benefits under Medicare, then Resident shall be required to enroll in a Part D Plan ("PDP") to ensure coverage of Resident's prescription drug needs. Resident and/or Responsible Party shall take all necessary action to enroll Resident in a PDP, and shall advise Jewish Home of such enrollment upon Resident's acceptance into the PDP. Resident acknowledges that, in the event that the Resident and/or Responsible Party fails to select a PDP, then the federal Centers for Medicare and Medicaid Services ("CMS") will assign Resident to a PDP. In either event, Resident shall provide Jewish Home with written notification of Resident's PDP and the effective date of enrollment.

We understand this agreement and agree to abide by the statements contained within it.

_____ Signature of Resident	_____ Date	_____ Print Name
--------------------------------	---------------	---------------------

_____ Signature of POA/Designated Party	_____ Date	_____ Print Name
--	---------------	---------------------

_____ Signature of JHR Representative	_____ Date	_____ Print Name
--	---------------	---------------------

_____ Signature of Resident's Spouse	_____ Date	_____ Print Name
---	---------------	---------------------

**Final Page**