

APPENDIX A

STANDARDIZED NURSING FACILITY ADMISSIONS CONTRACT

This contract is between _____ (the “Facility”) and _____ (the “Resident”). It will be signed by the Resident or someone authorized to sign for the Resident (the Resident’s Agent*). It describes the Resident’s financial obligations, as well as other responsibilities and rights. It also describes the rights and obligations that apply to the Facility in the course of providing care to the Resident.

In consideration of the payment and promises made in this contract, the Resident and the Facility agree as follows:

*An individual who signs this contract as an Agent may or may not be able to make health care or other decisions on behalf of the Resident. The extent of the Agent’s authority depends on the nature of the legal relationship between the Agent and the Resident.

1. Rates and Charges

A. Generally

The Resident agrees to pay with his or her own funds (“private pay”) and/or through a third party payor (for example, Medicare, Medicaid or other insurance) for all items and services provided to the Resident by the Facility. Some services will be included in the Facility’s daily rate; some may be provided at the Resident’s request by the Facility at an additional charge; and some may be provided at the Resident’s request by third parties not employed by the Facility. These charges are described further on in this contract.

B. Services and Items That Are Included in the Daily Rate

The current daily rate at this Facility is \$_____. This daily rate includes a semi-private room o / private room o and includes meals and snacks that meet the daily nutritional and special dietary needs of the Resident, usual and customary nursing services and other services and items as listed in Attachment A.

APPENDIX A

STANDARDIZED NURSING FACILITY ADMISSIONS CONTRACT

C. Items and Services Provided by the Facility for an Extra Charge

The Resident will be charged separately for additional items and services which the Resident or the Resident's physician, with the Resident's approval, requests and which are not included in the Facility's daily rate. These items and services may be provided by the Facility or by third parties. The cost of these items or services may or may not be covered by the Resident's insurer, if any. Many of the ordinary items and services for which the Resident may be charged are listed in Attachment B. Costs for certain items and services may be determined in advance, whereas others may vary depending on the needs of the Resident and may not be able to be determined at this time. When the Resident requests an item or service provided by the Facility that is not included in the daily rate, the Resident will be notified of the cost as soon as practicable.

2. Paying for the Resident's Care

A. Who Can Be Required to Pay for the Resident's Care

Payment for the Resident's care is the responsibility of the Resident. However, a Resident may have insurance, public benefits and/or other third party payors to assist the Resident with the payment of this obligation.

No other person, regardless of whether they are a family member, friend, neighbor, legal agent or guardian (even if they sign this document as an Agent for the Resident), can be required to pay for the Resident's care from his or her own funds unless that person knowingly and voluntarily agrees to pay for the cost of the Resident's care.

Other than amounts required under this contract, the Facility may not charge, solicit, accept or receive any gift, money, donation or other consideration as a precondition of the Resident's admission or to expedite the Resident's admission or to continue the Resident's stay once the Resident is admitted to the Facility.

The Facility requires the Resident or any other person responsible for making payments on the Resident's behalf to pay for the Resident's care under the terms of this contract within _____ days of receipt of the Facility's monthly bill. The Facility may not hold the Resident responsible for the payment of attorneys' fees or any other cost of collecting payment.

It is anticipated that the resident's care will be paid for by one or more of the following:

o The Medicare Program; (If the Resident is responsible for a co-pay, it will be explained to the Resident.)

o The Medicaid Program; (If the Resident is responsible for a Cost of Care, it will be explained to the Resident.)

APPENDIX A

STANDARDIZED NURSING FACILITY ADMISSIONS CONTRACT

o Other insurance coverage(s); Please list:

APPENDIX A

STANDARDIZED NURSING FACILITY ADMISSIONS CONTRACT

- o The Resident, with the Resident's own funds;
- o Another person, with the Resident's funds;

Name: _____
Address: _____
Phone: _____
Legal Authority: _____

- o Another person who has voluntarily agreed to pay with his/her own funds.

Name: _____
Address: _____
Phone: _____

The Resident agrees to provide all information requested by the Facility about the Resident's health and financial status in an accurate and timely manner and to update this information while the Resident is a resident at the Facility.

It is understood that Medicare and Medicaid will make the determinations concerning the Resident's medical and financial eligibility for payment by those programs. The Facility is not permitted to require the Resident to waive any rights to Medicare or Medicaid or require the Resident to give written or oral assurances that the Resident is not eligible for, or will not apply for Medicare or Medicaid benefits. The Resident is entitled to apply for Medicare or Medicaid at any time.

B. Increases in Charges and Fees

Any time the Facility makes any changes in rates or charges, responsibilities, services to be provided or any other items included in this contract, the Facility will provide the Resident with at least thirty (30) days advance notice.

3. Limitations on Liability

The Facility is obligated to take reasonable precautions to provide the Resident and the Resident's personal belongings with security, including providing a reasonable amount of space for the Resident's belongings. The Facility, however, is not responsible for any loss or damage to the Resident's personal belongings, including eye glasses and dentures, unless that loss or damage is caused by the negligent or willful action of the Facility staff.

4. Rights as a Resident

APPENDIX A

STANDARDIZED NURSING FACILITY ADMISSIONS CONTRACT

As a resident of this Facility, the Resident has many rights under Federal and State law. These rights are included as part of this contract. The Facility is required to attach to this contract a complete copy of the state licensing rules establishing the Resident's rights. The Resident must sign a written acknowledgement that the Resident has been informed of these rights. No provision in this agreement may negate, limit or otherwise modify the rights listed in those rules. Some of these rights are described below.

A. Selection of a Doctor or Other Health Care Provider

The Resident may select his or her own doctor and other health care providers, provided that the Resident's doctor or other health care providers comply with any applicable rules or laws concerning the provision of care to the Resident and with the reasonable policies of the Facility.

B. Selection of a Pharmacy

The Resident has the right to obtain medication from the pharmacy of his or her choice, provided that the pharmacy complies with any applicable State rules and Federal regulations and with the reasonable policies of the Facility concerning procurement of medication.

C. The Resident's Personal Property and Financial Affairs

The Facility may not require the Resident to let the Facility manage, hold or otherwise control the Resident's money or property. The resident may, however, choose any person to manage his or her funds, including the Facility. Any of the Resident's funds that are managed by the Facility will not be commingled with Facility funds.

D. The Resident's Right to Make Complaints

The Resident may make complaints about his or her care in the Facility and the Resident may also suggest changes in the policies and services of the Facility. The Resident will not be harassed for making a complaint or suggesting a change in policy or service. The Resident may present his or her complaints orally or in writing to the Facility staff or the Facility administration. If the Resident prefers to make a complaint or suggestion to someone other than the Facility, the Resident may do so orally or in writing to one of the following agencies:

APPENDIX A

STANDARDIZED NURSING FACILITY ADMISSIONS CONTRACT

Long Term Care Ombudsman Program
One Weston Court
P.O. Box 126
Augusta, Maine 04332-0126
Telephone and TTY: (207) 621-1079
Toll Free: 1-800-499-0229

Legal Services for the Elderly
Toll Free and TTY: 1-800-750-5353

Division of Licensing and Certification
35 Anthony Avenue
11 State House Station
Augusta, Maine 04333-0011
Toll Free: 1-800-383-2441
TTY: (207) 624-5512

Bureau of Elder and Adult Services
35 Anthony Avenue
11 State House Station
Augusta, Maine 04333-0011
Toll Free: 1-800-262-2232
TTY: 1-888-720-1925

E. Holding the Resident's Bed if the Resident Leaves the Facility

If Medicaid pays for part or all of the Resident's nursing facility care and the Resident is hospitalized, the Facility will hold the Resident's bed for up to a maximum number of days in accordance with State regulation. If the Resident is paying privately, or if the Resident's care at the Facility is covered by Medicare, the Facility will hold the Resident's bed at the Resident's option for as long as the Resident pays for it from his or her own funds at the Facility's then current rate.

F. Transfer and Discharge

The Resident has the right to remain here at the Facility and the Resident may not be transferred or discharged against the Resident's will, except for the following reasons:

(1) the Resident's condition has improved so that the Resident no longer needs the services the Facility provides; (2) the transfer or discharge is necessary for the Resident's welfare and the Resident's needs cannot be met by this Facility; (3) the health or safety of another individual in the Facility is endangered; (4) the Resident, after reasonable and appropriate notice, has failed to pay (or through his or her insurer[s] has failed to pay) for a stay at the Facility; or (5) the Facility ceases to operate.

APPENDIX A

STANDARDIZED NURSING FACILITY ADMISSIONS CONTRACT

The Facility will notify the Resident and the Resident's family member, guardian or legal representative in writing thirty (30) days in advance of the transfer or discharge except in the following circumstances: (1) the health or safety of another individual in the Facility is endangered; (2) the Resident's health improves sufficiently to allow a more immediate transfer or discharge; (3) an immediate transfer or discharge is required by urgent medical needs; or (4) the Resident has not resided in the Facility for thirty (30) days. Notice in these situations will be provided as soon as practicable.

The notice will contain the reasons for the transfer or discharge and its effective date, the location to which the Resident will be transferred or discharged, and the Resident's rights regarding transfer or discharge. The notice will also tell the Resident how the resident can appeal the Facility's decision to transfer or discharge the Resident, by requesting a hearing, and will tell the Resident what agencies the Resident can call for assistance. The Resident has the right to receive sufficient preparation and orientation to ensure safe and orderly transfer from the Facility. This includes a post-discharge plan of care developed with the participation of the Resident and his or her family, if available. If the Resident is to be discharged involuntarily, the Facility will comply with current law in making discharge or transfer arrangements.

5. The Resident's Right to End This Contract

This contract terminates when the Resident is discharged from the Facility or if the Resident dies while residing at the Facility. The Resident's bill becomes due and payable _____ days from the date of the Resident's discharge from the Facility. Should the Resident die, the Resident's bill becomes due and payable _____ days after the Resident's death.

In the event the Resident dies while a resident of this Facility, please state whom the Facility should contact:

Family/Friend:

APPENDIX A

STANDARDIZED NURSING FACILITY ADMISSIONS CONTRACT

Funeral Home:

Unless the Resident has instructed the Facility otherwise, the Facility will immediately contact the individual(s) listed above to make funeral arrangements. If the Facility is unable to reach the individual(s), the Facility will contact the funeral home directly.

6. Identification Photo

The Facility may require a photograph of the Resident solely for the use of the Facility and its employees for the purpose of identification. The Resident consents to the use of such individual photographs of the Resident for identification purposes only. Photographs may not be used for any other purpose without the permission of the Resident for each specific use.

7. Changes in Law

Any provision of this Agreement that is found to be invalid or unenforceable as a result of a change in Federal or State law or regulation will not invalidate the remaining provisions of this contract and it is agreed that, to the extent possible, the Resident and the Facility will continue to fulfill their respective obligations under this contract consistent with the law.

IN WITNESS WHEREOF, the parties have executed this contract on this _____ day of _____, _____.

This contract signed for admission may not require or encourage anyone other than the Resident to obligate himself or herself for the payment of the Resident's expenses. If anyone other than the Resident informs the Facility that he or she voluntarily wishes to guarantee payment of the Resident's expenses, he or she can only do so in a separate written agreement.

(Nursing Facility)

(Resident)

(Resident's Agent)

Name: _____

Address: _____

Phone: _____

Rider(s) Attached: o Yes o No