

## ADMISSION AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Friendship Home, hereinafter referred to as the “Facility”, and \_\_\_\_\_, hereinafter referred to as the “Resident.”

### 1. Services and Charges

- 1.1 In consideration of payment of an Initial Fee and the Base Rate by the Resident, the Facility shall provide room, board, linens, bedding, and nursing care to the Resident. The Initial Fee shall be a one-time fee in the amount of \$\_\_\_\_\_. The Base Rate shall equal \$\_\_\_\_\_ per day. The Base Rate is subject to change as herein provided.
- 1.2 The Base Rate shall not include additional fees for nonprescription drugs, other personal supplies, services by a barber or beautician, or other similar personal expenses not otherwise paid.
- 1.3 When the Resident is temporarily absent from the Facility for any reason, the Resident shall be charge the then current Base Rate and charges for Additional Services, less \$3.00 per day from the first day of absence, or as regulated by state or federal law.
- 1.4 The Initial Fee, Base Rate, and charges for Additional Services shall be paid as follows:
  - 1.4.1 The total Initial Fee shall be paid on the date of admission.
  - 1.4.2 The Base Rate and the charges for Additional services shall be paid in advance of care by the 5<sup>th</sup> day of each month, except that payment of the Base Rate and the charges for Additional Services for the period from the date of admission to the first regularly scheduled monthly payment date shall be paid on the date of admission.
  - 1.4.3 Charges for additional items such as nonprescription drugs, other personal supplies, services by a barber or beautician, or other similar personal expenses shall be paid by the 5<sup>th</sup> day of the month following receipt of the service or supplies by the Resident.
- 1.5 The Resident shall be charged for the day of admission, but not for the day of discharge.
- 1.6 A payment shall be deemed to be past due if not made on or before the time set forth in this Agreement. The Resident shall pay any reasonable costs incurred by the Facility, including attorney fees, in collecting delinquent fees and charges.
- 1.7 The Resident may require a change in level of care resulting in a change of charges. Changes in charges due to a change in a Resident’s condition will be effective immediately on the date of the change.
- 1.8 The Facility may make changes in the Base Rate and changes in charges for Additional Services which shall be communicated in writing to the Resident or the Resident’s Legal Representative or Family Member at least thirty days prior to the effective date of such change.
- 1.9 In the event that the Resident leaves the Facility or dies, the unused portion of any monthly payment shall be refunded, except that the Facility may deduct therefrom any amount owed by the Resident to the Facility. The Facility will charge the daily rate until the resident’s room is cleaned of the resident’s belongings.
- 1.10 The terms of this Agreement are subject to the terms of contracts with third-party payers. The Resident is responsible for all charges no covered by third-party payers pursuant to the third-party payers’ contracts with the Facility.

### 2. Temporary Absences

- 2.1 If the Resident has a temporary absence from the Facility for medical treatment, the Facility shall provide written information to the Resident specifying (1) the duration of the bed-hold policy under applicable government regulations, if any, during which the Resident shall be permitted to return and resume residence in the Facility and (2) the Facility’s policies regarding bed-hold periods. The Facility shall then ask the Resident or the Resident’s Legal Representative or Family Member if he or she wishes the Facility to hold open the bed. The Facility shall document in the Resident’s records the fact that such information was given and the response of the Resident or the Resident’s Legal Representative or Family Member. Upon request of the Resident or the Resident’s Legal Representative or Family Member, the Facility shall hold open the bed for at least ten days during the Resident’s absence, and the Facility shall receive payment for the absence in accordance with the provisions of this Agreement.

- 2.2 If the Resident has a temporary absence from the Facility for therapeutic reasons as approved by a physician, the Facility shall provide written information to the Resident specifying (1) the duration of the bed-hold policy under applicable governmental regulations, if any, during which the Resident shall be permitted to return and resume residence in the Facility and (2) the Facility's policies regarding bed-hold periods. The Facility shall then ask the Resident or the Resident's Legal Representative or Family Member if he or she wishes the Facility to hold an open bed. The Facility shall document in the Resident's records the fact that such information was given and the response of the Resident or the Resident's Legal Representative or Family Member. Upon request of the Resident or the Resident's Legal Representative or Family Member, the Facility shall hold open the bed for at least eighteen days per year, and the Facility shall receive payment for the absence in accordance with the provisions of this Agreement.
- 2.3 For Resident's receiving Title XIX assistance, the Department of Human Services has regulations set for the temporary absence periods allowed pursuant to Sections 2.1 and 2.2 of this Agreement. Private pay Residents shall be charged the rates, fees, and charges set forth in Section 1 of this Agreement for temporary absence periods.
- 2.4 In the event that the Resident's temporary absence from the Facility for medical treatment or for therapeutic reasons exceeds the applicable bed-hold period set forth in Section 2.1 or 2.2 hereof, the Resident shall be readmitted to the Facility immediately upon the availability of a bed in a semi-private room if the Resident requires the services of the Facility and is eligible for Title XIX assistance.

### **3. Transfer or Discharge**

- 3.1 The Facility shall not involuntarily transfer or discharge the Resident, except (1) for medical reasons; (2) for the Resident's welfare or the health or safety of other individuals in the Facility; (3) for nonpayment of the rates, fees, and charges due pursuant to this Agreement; (4) by reason of action by the Iowa Department of Human Services; (5) by reason of action by the Professional Standards Review Organization; or (6) if the Facility ceases to operate. The Facility shall provide the Resident with prior notice of transfer or discharge as required by law.
- 3.2 The Facility shall not involuntarily move the Resident to another room within the Facility, except (1) for incompatibility with or disturbing roommates; (2) for the welfare of the Resident or other residents; (3) for medical, nursing, or psychosocial reasons; (4) to allow a new admission to the Facility which would otherwise not be possible due to separation of roommates by gender; (5) for a change to a semi-private room upon becoming eligible for Title XIX assistance; or (6) for administrative reasons regarding the use and functioning of the Facility.
- 3.3 The Resident or the Resident's Legal Representative or Family Member shall have the right at all times to voluntarily discharge the Resident from the Facility, provided that the Administrator of the Facility is given prior notification in order that a proper transfer or discharge can be effected. The Facility requires fourteen days' advance written notice of a planned discharge or transfer and the Resident will be charged for such days.

### **4. Rights and Responsibilities of Resident**

- 4.1 Prior to admission, the Resident shall deliver to the Facility a current physical and medical history of the Resident. The physical and medical history shall be certified by a licensed physician and shall indicate the Resident's required level of care.
- 4.2 The Resident shall be responsible for all expenses for medical treatment ordered by the attending physician and for optional goods and services delivered to the Resident by providers other than the Facility.
- 4.3 The Facility does now and may in the future use the unit dose system of dispensing medication. If the Facility is using the unit dose system, the Resident agrees to accept the pharmaceutical arrangement made by the Facility or to use a pharmacy utilizing a drug distribution system compatible with the system used by the Facility.
- 4.4 All foodstuffs, liquids and personal effects brought to the Resident must be brought to the Nurse's Station and checked with the Nurse-in-Charge before delivery to the Resident. All medications must come directly from the pharmacy.
- 4.5 The Resident shall provide such personal clothing and effects and spending money as needed or desired by the Resident.
- 4.6 The Resident shall be responsible for damage done to the Facility by the Resident or the Resident's invitees, other than ordinary wear and tear, or to the person or possessions of others.
- 4.7 Each right and responsibility of the Resident here under shall devolve to the Resident's Legal Representative or Family Member named in this Agreement when a Resident is adjudicated incompetent or when a physician or Qualified Mental Retardation Professional states in the Resident's record that specific impairments prevent the Resident from understanding his or her rights.

- 4.8 The Resident or the Resident's Legal Representative or Family Member shall give the Facility fourteen days' advance written notice of a planned change in the person or entity responsible for paying the rates, charges, and fees due pursuant to this Agreement.
- 4.9 In the event that the Resident refuses to permit the use of protective devices when use has been directed by the attending physician, the Nurse-in-Charge, or the Administrator of the Facility, the Facility shall not be responsible for injury as a result of such refusal no occasioned by the negligence of the Facility.
- 4.10 The Facility shall not be responsible for loss, injury, or damage to the Resident or to others no occasioned by the negligence of the Facility caused by electric pads or appliances brought into the Facility by or for the Resident.
- 4.11 The Facility shall not be liable for and the Resident agrees to indemnify, defend, and hold the Facility harmless from claims, damages, and expenses, including attorney's fees and litigation costs, resulting from any injury or death to persons and any damages to property not occasioned by the negligence of the Facility caused by, resulting from, attributable to, or in any way connected with the Resident's negligent or intentional act or omission.

## **5. Rights and Responsibilities of the Facility**

- 5.1 The Resident or the Resident's Legal Representative or Family Member shall manage the Resident's personal finances. If the Facility is required to manage the Resident's personal funds, and personal funds shall be kept separate from the Facility's funds and shall be disbursed from the Resident's account upon request of the Resident or the Resident's Legal Representative or Family Member. Accurate records shall be kept of all disbursements and shall be available to the Resident or the Resident's Legal Representative or Family Member upon request.
- 5.2 The Facility reserves the right to limit the personal effects of the Resident brought to the Facility.
- 5.3 The Facility is unable to exercise complete control over the Resident's personal effects, and therefore the Facility shall not be responsible for loss or damage to said personal effects not occasioned by the negligence of the Facility.
- 5.4 The Facility shall not be responsible for the Resident when he or she is away from the Facility and not under the supervision of the Facility.
- 5.5 The Facility may obtain as necessary, at the Resident's expense, the services of a licensed physician for the Resident if a personal physician has not been named or is not available, as well as such medication or medical equipment or services as the physician may order.
- 5.6 The Facility may arrange for a transfer of the Resident to an appropriate facility when ordered by the attending physician or in an emergency. The Facility shall immediately notify the Resident's Legal Representative or Family Member of such transfer.
- 5.7 The Facility will keep Resident's protected health information confidential and will follow applicable federal and state law regarding the use and disclosure of Resident's protected health information. Upon admission, the Resident or his/her authorized legal representative will receive a copy of the Facility's Notice of Privacy Practices, which describes the Resident's rights with respect to his/her protected health information and how the Facility may use and disclose the Resident's protected health information.

## **6. Authorization**

- 6.1 \_\_\_\_\_ is designated as the Resident's Legal Representative or Family Member for purposes of this Agreement.
  - 6.1.1 The Resident's Legal Representative or Family Member shall not be generally liable for the needs of the Resident, but the Facility shall contact or attempt to contact the Resident's Legal Representative or Family Member regarding such needs on behalf of the Resident.
  - 6.1.2 The Resident's Legal Representative or Family Member shall be liable for the Resident's obligations under this Agreement to the extent that the Resident's Legal Representative or Family Member receives or has received funds from the Resident.
  - 6.1.3 The Resident's Legal Representative or Family Member shall have all rights provided in this Agreement and granted responsible parties in the rules and regulations of the Iowa Department of Inspections and Appeals.

## **7. Consent for the Use or Disclosure of Health Information for Treatment, Payment, or, Health Care Operations**

- 7.1 I understand that as part of my health care, Friendship Home and the physician(s) who care for me originate and maintain health records describing my health history, symptoms, examination, and test results, diagnoses, treatment, and any plans for future care or treatment. I understand that this information serves as a basis for planning my care and treatment, to arrange for the billing and payment of my care, and to carry out routine health care operations, such as assessing quality.
- 7.2 I understand and have been provided with a Notice of Information Practices that provides a more complete description of information uses and disclosures. I understand that I have the right to review the notice prior to signing this consent. I understand that the Friendship Home reserves the right to change its notice and practices, and that prior to implementation of those changes will mail a copy of the revised notice to me. I have been informed that if I refuse to sign this consent for the use and disclosure of my health information, then the Friendship Home may refuse to admit me or treat me in any manner.
- 7.3 I understand that I have the right to: Object to the use of my health information for directory purposes. Request restrictions as to how my health information may be used or disclosed to carry out treatment, payment, or health care operation and that the Friendship Home is not required to agree to the restrictions requested. If the Friendship Home agrees to any restrictions, then it is bound by those restrictions. Revoke this consent in writing, except to the extent that the Friendship Home has already taken action in reliance thereon. I understand that if I revoke my consent, then the Friendship Home will no longer be able to treat me, and that I will need to be discharged from the facility.
- 7.4 I consent to the use and disclosure by the Facility and its agents or representatives, and the physicians who care for me, of all my health information for treatment, payment, and health care operations.

## **8. Notice of Information Practices**

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully. If you have any questions about this notice please contact our Social Services Director or Administrator.

- 8.1 Understanding your health record/information: Understanding what is in your record and how your health information is used helps you to: ensure its accuracy, better understand who, what, when, where, and why others may access your health information, and make more informed decisions when authorizing disclosure to others. Each time you visit a nursing facility, a record of your visit is made. Typically, this record contains your symptoms, examination and test results, diagnosis, treatment, and a plan for future care or treatment. This information, often referred to as your health or medical record, serves as a:
  - 8.1.1 Basis for planning your care and treatment.
  - 8.1.2 Means of communication among the many health professionals who contribute to your care.
  - 8.1.3 Legal document describing the care you received.
  - 8.1.4 Means by which you or a third party payer can verify that services billed were actually provided.
  - 8.1.5 Source of data for medical research.
  - 8.1.6 Source of information for public health officials who oversee the delivery of health care in the United States.
  - 8.1.7 Source of data for facility planning and marketing.
  - 8.1.8 Tool with which we can assess and continually work to improve the care we render and the outcomes we achieve.
- 8.2 Friendship Home Responsibilities
  - 8.2.1 Maintain the privacy of your health information.
  - 8.2.2 Provide you with a notice as to our legal duties and privacy practices with respect to information we collect and maintain about you.
  - 8.2.3 Abide by the terms of this notice.
  - 8.2.4 Notify you if we are unable to agree to a requested restriction.
  - 8.2.5 Accommodate reasonable requests you may have to communicate health information by alternative means or at alternative locations.

- 8.2.6 We reserve the right to change our practices and to make the new provisions effective for all protected health information we maintain.
- 8.2.7 Should our information practices change, we will mail you a revised notice.
- 8.2.8 We will not use or disclose your health information without your authorization, except as described in this notice.
- 8.3 How Friendship Home will use or disclose your health information:
- 8.3.1 Treatment: We will use your health information for treatment. For example, information obtained by a nurse, physician, or other member of your healthcare team will be recorded in your record and used to determine the course of treatment that should work best for you. Your physician will document in your record his or her expectations of the members of your healthcare team.
- 8.3.2 Payment: We will use your health information for payment. For example, a bill may be sent to you or a third-party payer, including Medicare or Medicaid. The information on or accompanying the bill may include information that identifies you, as well as your diagnosis, procedures and supplies used.
- 8.3.3 Health Care Operations: We will use your health information for regular health operations. For example, members of the medical staff, the risk or quality improvement manager, or members of the quality improvement team may use information in your health record to assess the care and outcomes in your case and others like it.
- 8.3.4 Business Associates: There are some services provided in our organization through contacts with business associates. Examples include various consultants and attorneys. When these services are contracted, we may disclose your health information to our business associate so that they can perform the job we've asked them to do. Business Associates are also bound by confidentiality of your health care information.
- 8.3.5 Directory: Unless you notify us that object, we may use your name, location in the facility, general condition, birth date, and religious affiliation for directory purposes, Resident of the Month, newsletter, Care Plan invitations, etc. This information may be provided to members of the clergy and to other people who ask for you by name. We may also use your name on a nameplate next to or on your door in order to identify your room, unless you notify us that you object.
- 8.3.6 Notification: We may use or disclose information to notify or assist in notifying a family member, personal representative, or another person responsible for your care, of your general condition. If we are unable to reach your family member or personal representative, then we may leave a message for them at the phone number they have provided us, e.g. on an answering machine.
- 8.3.7 Communication with family: Health professionals, using their best judgment, may disclose to a family member, other relative, close personal friend or any other person you identify, health information relevant to that person's involvement in your care or payment related to your care.
- 8.3.8 Research: We may disclose information to researchers when their research has been approved by an institutional review board that has reviewed the research proposal and established protocols to ensure the privacy of your health information.
- 8.3.9 Funeral Directors: We may disclose health information to funeral directors and coroners to carry out their duties consistent with applicable law.
- 8.3.10 Organ Procurement Organizations: Consistent with applicable law, we may disclose health information to organ procurement organizations or other entities engaged in the procurement, banking, or transplantation of organs for the purpose of tissue donation and transplant.
- 8.3.11 Marketing: We may contact you to provide appointment reminders or information about treatment alternatives or other health related benefits and services that may be of interest to you.
- 8.3.12 Fund raising: We may contact you as part of a fund raising effort.
- 8.3.13 Worker's Compensation: We may disclose health information to the extent authorized by and to the extent necessary to comply with laws relating to worker's compensation or other similar programs established by law.
- 8.3.14 Public Health: As required by law, we may disclose your health information to public health or legal authorities charged with preventing or controlling disease, injury, or disability.
- 8.3.15 Law enforcement: We may disclose health information for law enforcement purposes as required by law or in response to a valid subpoena.

- 8.3.16 Reports: Federal law makes provisions for your health information to be released to an appropriate health oversight agency, public health authority or attorney, provided that a work force member or business associate believes in good faith that we have engaged in unlawful conduct or have otherwise violated professional or clinical standards and are potentially endangering one or more patients/resident, workers or the public.
- 8.4 Your Health Information Rights: Although your medical record is the physical property of Friendship Home, the information in your medical record belongs to you. You have the following rights:
- 8.4.1 You may request that we not use or disclose your health information for a particular reason related to treatment, payment, the Friendship Home's general health operations, and/or to a particular family member, other relative or close personal friend. **We require that such requests be made in writing on a form provided by our facility.** Although we will consider your request with regard to the use of your health information, please be aware that we are under no obligation to accept it or abide by it. We will abide by your requests with regard to the disclosure of your clinical and personal records to anyone outside of the facility, except in an emergency, if you are being transferred to another health care institution, or the disclosure is required by law. 42 C.F.R.p.483.10 (e) provides that a nursing facility must abide by a resident's right to refuse the release of his/her personal or clinical records to any individual outside of the facility, unless the release is necessary because the resident is being transferred to another health care institution, or that it is required by law.
- 8.4.2 If you are dissatisfied with the manner in which or the location where you are receiving communications from us that are related to your health information, you may request that we provide you with such information by alternative means or an alternative location. Such a request must be made in writing, and submitted to the Social Services Director/Privacy Officer. We will attempt to accommodate all reasonable requests. For more information about this right, see 45 C.F.R.p.164.524.
- 8.4.3 You may request to inspect and/or obtain copies of health information about you, which will be provided to you in time frames established by law. You may make such requests in writing on our facility's standard form. If you request to have copies made, we will charge you a reasonable fee. For more information about this right, see 45 C.F.R.p.164.524.
- 8.4.4 If you believe that any health information in your record is incorrect or if you believe that important information is missing, you may request that we correct the existing information or add the missing information. Such requests must be made in writing, and must provide a reason to support the amendment. We ask that you use the form provided by our facility to make such requests. For a request form, please contact the Social Services Director/Privacy Officer. For more information about this right, see 45 C.F.R.p.164.526.
- 8.4.5 You may request that we provide you with a written accounting of all disclosures made by us during the time period for which you request (not to exceed 6 years). We require that such requests be made in writing on a form provided by our facility. Please note that an accounting will not apply to any of the following types of disclosures: disclosures made for reasons of treatment, payment or health care operations; disclosures made to you or your legal representative, or any other individual involved in your care; disclosures to law enforcement officials; and disclosures for national security purposes. You will not be charged for your first accounting request in any 12-month period. However, for any requests that you make thereafter, you will be charged a reasonable, cost-based fee. For more information about this right, see 45 C.F.R.p.164.528.
- 8.4.6 You have the right to obtain a paper copy of our Notice of Information Practices upon request.
- 8.4.7 You may revoke an authorization to use or disclose health information, except to the extent that the action has already been taken. Such a request must be made in writing.
- 8.5 For More Information or to Report a Problem
- 8.5.1 If you have questions and/or would like additional information, you may contact our facility's Social Services Director/Privacy Officer at 712-563-2651.
- 8.5.2 If you believe that your privacy rights have been violated, you may file a complaint with us. These complaints must be filed in writing on a form provided by the facility. The complaint form may be obtained from the Social Services Director/Privacy Officer and/or Administrator, and when completed should be returned to the Social Services Director/Privacy Officer and/or Administrator. You may also file a complaint with the secretary of the Federal Department of Health and Human Services. There will be no retaliation for filing a complaint. Effective Date: April 14, 2003

## **9. General**

- 9.1 The failure of the Facility to insist, in any one instance or more, upon the performance of any of the terms or conditions of this Agreement or to exercise any right or privilege herein conferred shall not be construed as thereafter waiving any such terms, conditions, right, or privileges, but the same shall continue and remain in full force and effect.

- 9.2 The parties hereto understand that this agreement is not a lease and does not create any interest in real estate or the property owned by the Facility and the right of occupancy does not inure to the benefit of the heirs, assignees, or representatives of the Resident.
- 9.3 This Agreement may not be assigned to any other person or entity.
- 9.4 The Facility shall not be liable for loss or damage to the Resident's property caused by fire, theft, or other casualty, nor for any injuries from the use of the Facility by the Resident or his or her invitees not occasioned by the negligence of the Facility.
- 9.5 Should either party hereto be eligible for federal, state, or other funds on behalf of the Resident, nothing in this Agreement shall be construed so as to make either party ineligible for such funds, and the Resident expressly waives any provisions hereof which might now or hereafter be in conflict with any federal, state, or other law or regulations and agrees to apply for and cooperate in obtaining such benefits when eligible therefore.
- 9.6 The invalidity of any restriction, condition, or other provision of this Agreement or any part of the same shall not impair or affect in any way the validity or enforceability of the rest of this Agreement.
- 9.7 No amendment to this Agreement shall be valid unless made in writing executed by or on behalf of the party against whom enforcement is sought.
- 9.8 The Agreement shall be interpreted and enforced in accordance with the laws of the State of Iowa. This Agreement has been executed on behalf of the Facility by the Facility's duly authorized agent, and no shareholder, member, partner, director, officer, employee, or agent of the Facility shall have any personal liability hereunder to the Resident under any circumstances.
- 9.9 This Agreement and any Exhibits hereto contain the entire understanding and agreement of the parties with respect to the subject matter hereof and supersede any prior representations, understanding, or agreements.
- 10.10 This Agreement shall remain in effect until such time as the Resident is voluntarily or involuntarily transferred or discharged from the Facility.
- 10.11 Each of the undersigned certifies that he or she has read and understands the foregoing Agreement, has received a copy thereof, is duly authorized to execute this Agreement, and accepts its terms.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

**THE FACILITY:**

**THE RESIDENT:**

By: \_\_\_\_\_

Facility Representative Signature

\_\_\_\_\_

Resident's Signature

Title: \_\_\_\_\_

\_\_\_\_\_

Resident's Legal Representative or Family Member's Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_

Address