

# SAMPLE

## NURSING CARE AGREEMENT

THIS AGREEMENT made as of “DATE”, by and between Elm Terrace Gardens, a corporation organized and existing under the Pennsylvania non-profit corporation law, with its principal place of business at 660 North Broad Street, Lansdale, PA 19446, and “NAME” hereafter called “Resident”.

### WITNESSETH

WHEREAS, Elm Terrace Gardens owns that certain nursing care facility located at 660 North Broad Street, Lansdale, PA, and

WHEREAS, Elm Terrace Gardens has developed a nursing care community where persons who have attained the age of sixty (60) years can live together in an atmosphere of peace and harmony, consistent with Christian principles, with a policy to accept persons for admission without regard to race, creed, color, sex, or national origin, and

WHEREAS, Resident has applied for admission to the Elm Terrace Gardens,

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

### **1. Responsibilities of Elm Terrace Gardens**

1.1 Upon execution of this Agreement, Elm Terrace Gardens agrees to admit Resident and assist in obtaining the services of a physician if a personal physician becomes unavailable, and obtain emergency physician services when required. A Resident is not deemed admitted until such time as all agreements required by law have been appropriately executed. This provision may be waived in writing by Elm Terrace Gardens, at its sole discretion, if the Resident is unable to sign and appropriate arrangements have been made to comply with applicable law.

1.2. Elm Terrace Gardens agrees to maintain written records of all financial transactions with the Resident and/or other party responsible for payment, if any.

1.3. Elm Terrace Gardens agrees to furnish room and meals as required for the well being of the Resident. This provision expressly excludes extraordinary services, including but not limited to medical care, private duty nursing, private sitters, and therapies not required by law. In the event that at any time during the furnishing of these services by the facility the Resident is not in need of the specific service, refuses the service (e.g., meals), requires additional supplements (not including feeding by invasive procedures), no adjustment will be made in the daily rate for that Resident’s care.

1.4. Elm Terrace Gardens agrees to assist in application for private insurance benefits, but not to accept assignment thereof unless otherwise noted as an exception herein. Elm Terrace Gardens agrees to assist the Resident in applying for Medicare or Medicaid benefits where applicable by law.

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1.5. Elm Terrace Gardens agrees to provide required assistance in daily living and restorative nursing care, in accordance with the Resident's care plan, where appropriate.

1.6. Elm Terrace Gardens agrees to arrange prompt transfer of the Resident to a hospital upon physician's orders, or in an emergency situation. Expenses of transfer and care of the Resident at the hospital are not the responsibility of Elm Terrace Gardens, and the Resident and/or other party responsible for payment, if any, must arrange for payment for those services.

1.7. Elm Terrace Gardens agrees to obtain and administer such medications as may be prescribed, the cost of which shall not be the responsibility of Elm Terrace Gardens, but of the Resident and/or party responsible for payment, if any, or third-party payor.

1.8. Elm Terrace Gardens agrees to provide an activities program appropriate to the Resident's needs.

1.9. Elm Terrace Gardens agrees to furnish bed linens and Resident gowns as required for the proper care of the Resident under normal conditions. All other personal clothing shall be supplied by the Resident or someone acting on the Resident's behalf, at his/her expense.

## **2. Responsibilities of Resident, Resident's Representative, Resident's Legal Guardian, or Resident's Responsible Party:**

2.1 Resident agrees to provide complete information regarding the Resident to Elm Terrace Gardens as requested.

2.2 Resident agrees to provide a medical history, physical examination, current doctor's orders, and doctor's statement that the Resident is free from a communicable disease on admission of Resident.

## **3. Financial terms and Conditions**

3.1 The Resident and/or other party responsible for payment, if any, agree to pay the following:

For resident **without** benefit of a Lifecare Resident Agreement:

3.1.1 Semi-private accommodation will be billed at \$247 per day. Private accommodation will be billed at \$278 per day.

For resident **with** benefit of a Lifecare Resident Agreement:

3.1.2 Semi-private accommodation will be provided at your current monthly service fee. Private accommodation will be provided at your current monthly service fee plus \$125 per day surcharge. This surcharge will be waived during a Medicare/Managed Care skilled stay.

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## 3.2 Payor Responsibilities

3.2.1. Room, Board, including meals, laundered linens and bedding, and nursing care, required for the health, grooming, and well-being of the Resident will be provided in semi-private accommodation. In the event the Resident is unable or unwilling to receive services included under the room and board definition, no adjustment will be made to the per diem rate.

(a) Extra charges include, but are not limited to, personal laundry, special supplies, prescription drugs, laboratory and therapy fees, personal nursing care, equipment rental, physician and private duty nursing fees, ambulance transportation, and personal toiletries/items. Elm Terrace Gardens shall provide written notification to each party of this Agreement if any changes in the said extra charges in accordance with the applicable provision of Pennsylvania Statutes and federal law.

(b) The daily rate is charged from the day of admission.

3.2.2. Medicaid or Medicare benefit rates combined with any benefits realized through Resident's supplemental insurance, where the Resident is eligible for same, shall prevail over Elm Terrace Garden's per diem rate. In the event Medicaid, Medicare, supplemental insurance and/or any other public aid funds are denied for services for which coverage has been expected, the Resident and/or other party responsible for payment, if any, shall pay Elm Terrace Gardens' per diem rate in effect at the time benefits are terminated and such other charges applicable under Paragraph 3.2.1. (a), above. Elm Terrace Gardens' per diem rate and charges shall be applicable beginning on the date Medicaid, Medicare, and/or supplemental insurance benefits are terminated. Elm Terrace Gardens' rate and charges shall become payable within thirty (30) days of billing.

3.2.3. The Resident and/or other party responsible for payment, if any, agree(s) to pay any change in Elm Terrace Gardens' current per diem rate charged to the Resident, provided that each party to this Agreement is given thirty (30) days' advance written notice of the new rate.

3.3 Refund Policy. Refunds are made for any time not used and for which payment has been made after the first 5 days. The refund of the unused portion of prepaid fees and charges will be made within 120 days following discharge. In the event of Resident's death, refunds will be made in accordance with Pennsylvania Statutes or federal law, whichever is more stringent. Any personal property belonging to the Resident in Elm Terrace Gardens at the time of Resident's death will be released in accordance with federal or state law, whichever is applicable.

3.4 The services of the physician will be billed by him directly to the Resident or to the party responsible for said payment, if any.

3.5 Special medications as ordered by the physician from the pharmacist will be charged to the Resident by Elm Terrace Gardens.

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## 3.6 Bed Reservation Policy

(a) If the Resident is a private pay or Medicare Resident, Elm Terrace Gardens may reserve the Resident's bed for a period of up to 15 days for any single hospitalization for the Resident, provided that Elm Terrace Gardens receives payment of the current daily rate for a semi-private accommodation less \$5.00 for each day the bed is held. The final decision whether to reserve the bed will be made by Elm Terrace Gardens, upon request of Resident or Resident's responsible party. If the Resident is a recipient of assistance under Title XIX (Medicaid) of the Social Security Act, or a recipient of any other state or federal program, Elm Terrace Gardens will reserve the Resident's bed for any single hospitalization for the length of time for which the state or federal reimbursement is available, up to 15 days.

## **4. Other Terms and Conditions.**

4.1 Resident Rights. Elm Terrace Gardens recognizes the rights of individual Residents, including the following:

1. The Resident has the right to respect and consideration from all staff.
2. The Resident has the right to all information concerning his or her records, financial and medical. The Resident can examine the information and receive a reasonable explanation about its contents. When it is not medically advisable for a Resident to have access to this information, the information shall be made available to an appropriate person in his or her behalf.
3. The Resident has the right to give consent to start any medical procedure. When it is determined that a Resident is not able to make this decision, an appropriate person shall make it for him or her. In the event of an emergency, only that procedure that is necessary as determined by the medical department in consultation with Administration shall be performed.
4. The Resident has the right to refuse treatment to the extent permitted by law, and to the extent that the decision does not harm the well-being of those around him or her. He or she shall be informed of the consequences of this decision.
5. The Resident has the right to privacy, to the extent permitted by law. This includes privacy in his or her own room, privacy of his or her financial and medical records. The Resident has the right to expect that all matters dealing with his or her medical, financial, or personal records, written or oral, will be treated with confidentiality.
6. The Resident has the right to expect Elm Terrace Gardens to provide within its capacity, reasonable services based on the needs of the person. He or she has the right to know when certain medical services or practitioners will be available, and to utilize the same.
7. The Resident has the right to expect Elm Terrace Gardens to deliver continuity of care, this means transferring a Resident within the facility from one level of care to another (on a space availability basis) or to a hospital if this is deemed necessary by the attending physician.

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8. The Resident has a right to examine and receive an explanation of any bill regardless of the source of payment.
9. The Resident has a right to know what rules and regulations apply to his or her conduct based on the level of care he or she is receiving.
10. The Resident has the right to come and go as he or she chooses. Likewise the Resident has a right to have visitors at any time he or she chooses. The right, however, is subject to the Resident and visitors conducting themselves in such a manner as to not disturb others. This right can also be subject to medical limitations when leaving the property, building, or room, or when having visitors would be injurious to the health of the Resident. When such limitations must be imposed they shall be with the Resident's/Resident's responsible party's knowledge and consent, or if unable to give such consent, by a responsible party on behalf of the Resident.
11. The Resident shall have religious freedom. The Resident shall have the right to choose his or her own clergy or refuse any clergy for any services.
12. The Resident shall be free from restraint, interference, coercion, discrimination, or reprisal.
13. The staff of the facility shall be trained and involved in the implementation of the policies and procedures of the facility.
14. The Resident is encouraged and assisted throughout his or her period of stay to exercise his or her rights as a Resident and as a citizen and to this end may voice grievances and recommend changes in policies and services to the facility and staff and/or to an outside representative of his or her choice. The Resident may address grievances when he or she feels they will not be properly resolved through the facility's grievance machinery to:

Governor's Action Line                      1-800-932-0784  
Pennsylvania Department of Health  
Human Rights Commission   1-800-692-7254

4.2 Rules and Regulations. Residents of Elm Terrace Gardens are required to abide by the rules and regulations of the community as follows.

4.2.1. Smoking is permitted only in designated areas. Smoking is not permitted in any other areas of Elm Terrace Gardens.

4.2.2. Alcoholic beverages may not be stored or consumed in any of the common areas of Elm Terrace Gardens.

4.2.3. Animals may not be kept as pets in Elm Terrace Gardens.

4.2.4. Elm Terrace Gardens reserves the right for the President to enter all nursing rooms at any time, providing that advance notice has been given to the Resident. Elm Terrace Gardens reserves the right for the President to enter all nursing rooms at any time, should the President

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determine, in his sole opinion, that a life threatening circumstance may be extant.

4.2.5. Appropriate dress, as determined by the President, in his sole discretion, is required in all public and/or common areas of Elm Terrace Gardens.

4.2.6. These rules and regulations may be changed at any time by the President, provided that thirty days advance written notice is given to Residents.

4.3 The rights and privileges of Resident under this agreement are personal to Resident and cannot be transferred or assigned by act of Resident.

4.4 If any provision of this agreement will be held invalid or unenforceable, such invalidity or unenforceability will not effect any other provision hereof and this agreement will be construed and enforced as if such provision had not been included.

4.5 Agreement termination and Resident Discharge and Transfer.

4.5.1. Elm Terrace Gardens reserves the right to terminate this Agreement for just cause including the following items:

(a) Material misrepresentation or omissions on the Financial or Medical Application Forms.

(b) Resident's actions that create a serious threat to the life, health, safety, and peace of Resident or other Residents.

(c) Breach or default of the other terms of this Agreement.

4.5.2. Resident, or responsible party acting on behalf of Resident, agrees to accept discharge and transfer from Elm Terrace Gardens to an appropriate place capable of meeting Resident's needs, provided that such discharge and transfer is for medical reasons, for Resident's welfare or that of other residents, or for nonpayment of stay after Elm Terrace Gardens has made reasonable effort to collect the debt; and provided that Elm Terrace Gardens gives verbal and written notification thirty (30) days in advance of discharge and transfer unless appropriate plans can be implemented.

4.5.3. Resident, or responsible party acting on behalf of Resident, at his/her discretion, may initiate termination of this Agreement and arrange Resident's discharge and appropriate placement elsewhere, provided that notice of intent to terminate be given commensurate with Resident's well-being and consultation with Resident's attending physician. A refund for any unused days for which payment has already been received shall be made in accordance with Section 3.3 above, and applicable current state or federal regulation.

4.5.4 In the event of termination of this Agreement by either party, Resident's personal property and belongings shall be removed from Elm Terrace Gardens no later than the effective date of the termination, and the ten-day removal provision of Section 4.6.1., below, shall not apply.

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## 4.6 Miscellaneous

### 4.6.1. Disposition of Property.

4.6.1.1. The person responsible for the Resident shall remove Resident's personal property and belongings no later than ten (10) days after vacating Resident's room. Elm Terrace Gardens reserves the right to remove personal property and belongings immediately upon vacating Resident's room and placing them in storage until removed by the responsible party.

### 4.6.2. Requests and Reservations

4.6.2.1. Elm Terrace Gardens reserves the right to make final decisions on admissions, terms of admission, placement or dismissal of any Resident.

4.6.2.2. The Resident agrees, on behalf of himself, herself, his/her heirs, executors, Presidents and assigns to indemnify and hold harmless Elm Terrace Gardens, its employees, management, and Board of Directors from and against any and all liability, including court costs and attorney's fees arising from injury during Resident's stay at Elm Terrace Gardens to person or property occasioned wholly or in part by any act or omission of Resident or the agents, employees or guests of the Resident, or employees of Elm Terrace Gardens.

4.6.2.3. Elm Terrace Gardens reserves the right to add or change any rules and regulations, details or understandings, as may be necessary. Any further addenda that may be added to this original Agreement will automatically become part of the same.

4.6.2.4. The Resident agrees to comply with Rules and Regulations promulgated from time to time by Elm Terrace Gardens.

### 4.6.3. Arrangement for Guardianship and Resident's Estate.

4.6.3.1. Will and financial arrangement required. To ensure that Resident arranges his/her affairs in an orderly fashion, and if not previously made, Resident, prior to entering, agrees to make a will providing the disposal of his/her furniture and possessions at Elm Terrace Gardens and/or appointment of an Executor of his/her estate and funeral and burial arrangements. Such arrangements will be made available to Elm Terrace Gardens and filed in the office of the President.

4.6.3.2. Power of Attorney. Resident agrees to execute a general power of attorney to carry out the terms of this Agreement on the Resident's behalf in the event of the incapacity of the Resident to act on his/her own behalf. A copy of said power of attorney will be submitted by the Resident to Elm Terrace Gardens for file.

4.6.3.2. Legal Guardian. If Resident becomes legally incompetent or unable to properly care for his/her self or his/her property, and in the event Resident has made no designation of a person or legal entity to serve as his/her guardian or conservator, Resident hereby grants authority to Elm Terrace Gardens to apply to a court jurisdiction for the appointment of a conservator or guardian.

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4.7 I (we) hereby acknowledge that I (we) have read this page and the preceding pages. This Agreement constitutes the entire agreement between and/or among the parties, and it may not be amended except by written agreement of the parties. I (we) further acknowledge that the Resident, and/or other party signing the Agreement, if any, have made the above promises and representations in order to induce Elm Terrace Gardens to enter into this Agreement, and the Resident, and/or other party signing this Agreement, if any, acknowledge that Elm Terrace Gardens is entering into this Agreement, is relying upon the truthfulness of the promises and representations of the Resident, and/or other party signing this Agreement, if any, herein.

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Executed the date first above written:

ATTEST

Elm Terrace Gardens

by \_\_\_\_\_

Resident

\_\_\_\_\_  
\_\_\_\_\_

Witnesses

\_\_\_\_\_  
For Resident

\_\_\_\_\_  
For Elm Terrace Gardens

(If the Resident is unable to physically sign his/her name, the Resident shall sign by making a mark. If this is the manner in which the Agreement is signed, the witness shall witness that the Resident was aware that he/she was signing an Agreement and that it was his/her intent to sign.)

\_\_\_\_\_  
Signature of Resident's Representative, if any

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Resident's Representative

\_\_\_\_\_  
Date

(In the event that the Resident has appointed a representative to control his/her assets, and even if such appointment has not been made through a legal document, the Resident's representative shall be fully bound to the extent of those assets to the terms of this Agreement.)