

**COLUMBIA HEALTH CARE FACILITY  
ADMISSION CONTRACT**

|  |                                   |
|--|-----------------------------------|
| Date of Admission:   |                                   |
| Resident Name  | (First) (Middle) (Last)           |
| Resident's Representative Name   | (First) (Middle) (Last)           |
| Specify Nature of Representative's Authority:  |                                   |
| Resident Pay Status  |                                   |
| <input type="checkbox"/> Medicare <input type="checkbox"/> Medical Assistance <input type="checkbox"/> Private Pay<br><input type="checkbox"/> Other (Specify) _____ |                                   |
| Number of Medicare Days utilized ( Prior to admission) _____   |                                   |
| Semi-private Daily Rate: _____<br>Private Room Daily Rate: _____<br>Intermediate Daily Rate: _____<br>Security Deposit: _____  | Bed Hold Rate: Same as daily rate |

The CHCC, Resident and/or Resident Representative, as listed above, agree that the CHCC will provide the nursing care and other services specified in the attachments, beginning with the date of admission until the date of the Resident's discharge.

**COLUMBIA HEALTH CARE FACILITY ADMISSION AGREEMENT**

No portion of the contract has been deleted or omitted from this Agreement. Should there be any conflict between the contract and the attachments to the contract, the terms and conditions of the contract control.

**RESIDENT AND CHCC RESPONSIBILITIES**

Columbia Health Care Center (CHCC) agrees that the Policies and Regulations will remain consistent with this contract. If any of the Policies and Regulations change, CHCC agrees to notify Resident orally and in writing with as much notice as possible in advance of the time the changes take effect.

**AUTHORIZATION FOR CARE AND SERVICES**

Resident consents to the administration of care and treatment services that are determined by CHCC, Resident's Physician, and Resident to be appropriate to Resident's well-being, health, and safety.

CHCC agrees to fully inform Resident in advance about care and treatment, to notify Resident in advance of changes in care and treatment, and to involve Resident in planning his/her care and treatment program.

### **ADVANCED DIRECTIVES/CARDIOPULMONARY RESUCSCITATION**

It is the policy of CHCC to honor the Advanced Directives of the Resident for the end of life care. Care planning in relation to terminal illness needs to begin as part of the admission process. See Attachment D – Patient Self Determination Act – Advanced Directives) It is the policy of CHCC to initiate CPR for any Resident who suffers a cardiac arrest, unless a decision to not initiate CPR has been previously made.

### **REFUSAL OF TREATMENT**

If, for any reason, Resident does not wish to follow the Physician's treatment program, Resident agrees to sign a release stating exactly what treatment has been refused. The Resident is not required to state a reason for refusal. However, CHCC will be released from any liability associated with the refusal of treatment prescribed when the Resident signs such a release.

### **INJURIES**

CHCC shall not be responsible nor incur any liability for injuries of any kind suffered by Resident while away from the premises of CHCC. Participation in out of building activities requires approval by the physician.

### **SELECTION OF HEALTH CARE PROFESSIONALS**

The Resident has the right to use any licensed, certified, or registered health care professional, including doctor, dentist, pharmacist, etc., as long as the professional complies with CHCC's procedures and all rules and regulations of local, state, and federal governments. CHCC will notify the Resident or Legally Authorized Representative that an alternate physician must be selected if the physician repeatedly fails to comply with federal or state laws.

Resident authorizes CHCC to obtain emergency health care services when services are required and the Resident's health care provider or alternate is unavailable.

### **MEDICAL TESTS AND ADMISSION EXAM**

Wisconsin law requires that Resident be free of communicable tuberculosis and clinically apparent communicable disease. Upon admission, resident agrees to present a current negative chest x-ray or skin test that is no more than ninety (90) days old. Resident also consents to a physical examination to be performed within fifteen (15) days before and to

be examined by a licensed dentist within six (6) months after admission, unless an acceptable oral examination was completed within six (6) months prior to admission.

### **GRIEVANCE PROCEDURES**

If Resident is dissatisfied with any aspect of CHCC's operation or the care provided, Resident or anyone in Resident's behalf may file a grievance with the CHCC.

CHCC agrees to review the grievance as soon as possible in the manner set forth in CHCC's Grievance Procedure, a copy of which is provided with this contract (see Attachment C – Nursing Home Abuse Reporting Requirements).

Resident may also contact the following for assistance in resolving the grievance:

State of Wisconsin  
Board on Aging and Long Term Care  
Ombudsman Program  
1402 Pankratz St., Suite 111  
Madison, WI 53704-4001  
Telephone: 1-800-815-0015  
Website: <http://longtermcare.state.wi.us>  
Email: [boaltc@lrc.state.wi.us](mailto:boaltc@lrc.state.wi.us)

Bureau of Quality Assurance  
Wisconsin Dept. of Health & Family Services  
PO Box 7940  
Madison, WI 53704-7940  
Telephone: (608) 266-7474  
Website: <http://www.dhfs.wisconsin.gov/bqaconsumer/HealthCareComplaints.htm>

### **PERSONAL BELONGINGS**

Resident has the right to retain and use personal clothing and possessions. In addition to storage in Resident's room, Resident will have limited storage for personal possessions available of at least fifty (50) cubic feet.

Resident agrees that if the presence of any of his or her personal possessions violates local, state or federal laws, rules or regulations. CHCC has the right to require Resident to remove them from the facility. (See attachment G – Personal Items Policy)

### **ELECTRICAL APPLIANCES**

The resident agrees to obtain CHCC's prior approval before bringing any electrical appliances on the premises in order to ensure the safety of all residents in the facility. The resident will agree that all electrical appliances will be in good working condition. (Attachment G – Personal Items Policy).

## **USE AND DISCLOSURE OF HEALTH INFORMATION**

CHCC is required by law to maintain the privacy of your health information and to provide to you and your representative a notice of privacy practices and your rights. (See Attachment H – Notice of Columbia Health Care Center’s Privacy Practices). CHCC may use your health information, information that constitutes protected health information, to provide treatment, to obtain payment, to conduct health care operations, to report abuse, neglect, or domestic violence, to conduct health oversight activities, in connection with judicial and administrative proceedings, for law enforcement, to coroners and medical examiners, and to funeral directors.

## **PHOTOGRAPHS**

Resident authorizes CHCC to take the Resident’s photograph upon admission. CHCC will only use the photograph for the purpose of assisting staff or others in identifying residents. In cases of unauthorized absence from the facility, CHCC may give this photograph to proper authorities for purposes of identification.

The resident agrees that pictures featuring CHCC activities which may include the resident may be used in the CHCC’s newsletter. CHCC will use no other photograph of Resident (for example, promotional or informational use), unless the Resident gives specific written consent for its use.

## **EDUCATIONAL PROGRAMS**

CHCC cooperates in various educational programs. The Resident is advised that students involved in educational programs affiliated with CHCC may attend examinations of residents and review residents’ medical records. If the Resident does not wish to participate in an educational program, he or she may refuse at any time.

## **EXPERIMENTAL RESEARCH**

If CHCC conducts experimental research programs, CHCC will fully inform Resident being considered for participation in experimental research of the nature of the experiment, such as medication and treatment, and the possible consequences of participation. CHCC must obtain the Resident’s informed, written consent before Resident participates.

If CHCC conducts experimental research, CHCC will do so in a manner that respects the privacy of the Resident. CHCC must obtain Resident’s consent for any direct observation or use of data that specifically identifies Resident. CHCC may use resident statistics that do not identify individual residents for studies without obtaining residents’ permission.

## **FOOD, ALCOHOL, AND SMOKING**

Resident and Resident’s family may bring in food which is in consideration of the dietary needs of the Resident. Non-perishable food, if kept in the Resident’s room, must be kept

in a sealed container. Perishable food is expressly prohibited from being kept in the Resident's room. Refrigerators are available on the neighborhoods-contact Nursing.

Columbia Health Care Center and Columbia County are designated as smoke free areas and there is no smoking allowed in or on County property. Use of alcohol requires a physician's order and alcohol must be kept in a secure area. (Attachment E-1 Policy on Alcoholic Beverages and Attachment E-2 Smoking Policy)

### **RESIDENT FUNDS AND PROPERTY**

Resident has a right to manage his/her own personal funds. The Resident may delegate CHCC to manage his/her funds. Delegation will be in writing, and CHCC will maintain a personal funds account for the Resident.

CHCC is required to provide a safe, secure environment and to take reasonable preventive measures to protect Resident property. CHCC will be responsible for any loss due to staff negligence.

Access to Resident Account Funds on weekends, need to follow the following procedure:

1. Residents are to contact the Charge Nurse located in the Center Lobby; identify the amount of cash requested and sign the bank withdrawal slip acknowledging receipt of the money.
2. Residents' requests for more than \$20.00 will be honored within three (3) banking days.

### **FINANCIAL AGREEMENT – MEDICAL ASSISTANCE**

The Medical Assistance Program pays for many of the services and supplies required by Resident. These covered services and supplies are listed in Attachment A. CHCC agrees to provide these services to Resident in exchange for payment by the Medical Assistance program. Resident must apply Resident's monthly income, minus the allowances permitted by law, toward all covered services and supplies. Allowances may include costs for some non-covered services, appropriate allocation for Resident's spouse or dependents if any, and the statutory per month personal needs allowance.

Certain services and supplies are not covered by Medical Assistance. Non-covered services and supplies are listed separately on Attachment A

### **FINANCIAL AGREEMENT – PRIVATE PAY**

CHCC agrees to provide certain basic services and supplies to Resident in exchange for payment of a daily rate. These covered services and supplies are listed on Attachment B. The daily rate is determined by the level of services provided by CHCC to Resident.

The current rate applicable to Resident and the level of care as of the date of the Agreement are provided on page 1 of this Agreement. This rate is subject to change if Resident requires a different level of care or if CHCC's rates change.

## **TERMS OF PAYMENT**

PRIVATE PAY - A bill for nursing services and ancillary charges will be sent to the responsible person by the 15<sup>th</sup> of the month and will be inclusive of charges for the entire month. Payment will be expected by the 25<sup>th</sup> of the month. Any change in the billing due to change in resident status will be adjusted within 45 days of the charge.

MEDICAL ASSISTANCE - Liability payment will be determined by Columbia County Human Services at the time of medical assistance certification. The liability payment will be due by the 10<sup>th</sup> of the month in which the social security or pension is received. No bill for the liability payment will be mailed.

PAYMENTS – Payments can be mailed to the Columbia Health Care Center to the attention of the Business Office. It can be dropped off in the depository slot in the center lobby at any time. It can also be brought down to the Business Office during normal working hours.

## **RESIDENT DAY**

For purposes of the daily rate, the Resident day is midnight to midnight. CHCC shall apply the daily rate charge for the day of Resident's admission, but shall not charge for the last day of residency.

## **NOTICE OF RATE CHANGES**

CHCC agrees to provide thirty (30) days advance written notice to Resident if the CHCC's rates change. If Resident does not terminate this contract within seven (7) days of receipt of the notice, Resident's failure to terminate shall constitute agreement to continue this contract in full force and effect at the rate set forth in the written notice.

CHCC agrees to provide as much advance written notice as possible of level of care changes and associated rate changes.

## **SECURITY DEPOSITS:**

If you are eligible for Medicare or Medicaid Program nursing facility benefits, no security deposit will be required.

If you are not eligible for Medicare or Medicaid Program nursing facility benefits your security deposit will be \$ \_\_\_\_\_. We will return any unused portion of your security deposit to you or your Resident Representative or Responsible Party within thirty (30) days (whichever occurs first):

- a. of our receipt of your eligibility for Medicaid Program benefits; or
- b. of your transfer or discharge from our Facility; or
- c. of your death.

## **PAYMENT FOR SERVICES**

The Resident has an obligation to ensure that CHCC is paid in a timely fashion for services rendered. In order to assist Resident in fulfilling this obligation, CHCC agrees to assist Resident in completing the Medical Assistance application for benefits, if Resident's personal funds are exhausted and Resident may be eligible for Medical Assistance. CHCC requests that Resident provide as much advance notice as possible in order to complete necessary paperwork. For eligibility information see brochure enclosed.

If the State of Wisconsin determines that Resident illegally obtained Medical Assistance eligibility, then Resident will be held responsible for payment for care and services rendered by CHCC that are not subsequently covered by Medical Assistance. CHCC will not require a third party guarantee of payment to the facility as a condition of admission to, or continued stay in, the facility.

### **TERMS OF ADMISSION**

CHCC will not ask Resident to delay or in any other way waive his/her rights to Medicare or Medical Assistance benefits as a condition of this Agreement.

In the facility, CHCC will display information about Medicare and Medical Assistance benefits. CHCC will provide written information to the Resident about how to apply for and use benefits and how to be reimbursed for previous payments that are covered by such benefits.

### **BEDHOLD**

A Resident who will be temporarily absent from the facility due to hospitalization or a therapeutic leave may arrange for Resident's bed to be held (bed hold). You will be charged bed hold unless the Business Office is notified next business day.

The rate charged for bed hold is listed on page 1 of this agreement.

If the Resident has intentions of returning, CHCC shall hold a bed for a period of fifteen (15) days for Medical Assistance residents and indefinitely for Private Pay residents. If during that time a resident informs CHCC to discontinue the bed hold it will be terminated as of the date of notification. (Attachment F – Bed Hold Policy)

### **REFUND POLICY**

Upon transfer, discharge, or death of a Resident, CHCC shall, within thirty (30) days, refund any prepaid amounts for services not rendered. CHCC shall not refund any amounts for bed hold days unless the Resident had requested that CHCC discontinue a bed hold.

## **AGING AND DISABILITY RESOURCE REFERRAL**

CHCC will provide, on admission, information regarding the Aging and Disability Resource Center (ADRC) and will complete a referral form requesting contact, from the agency to speak to Resident or designee, if they wish a referral to be made.

## **VOLUNTARY AND INVOLUNTARY DISCHARGE FROM THE FACILITY**

**VOLUNTARY TERMINATION** – This agreement may be terminated by the Resident. Resident may provide CHCC at least five (5) days written notice of his or her intention to terminate this Agreement. However, Private Pay Residents are liable for at least five (5) days of daily rate charges from the date of the notice of termination.

**INVOLUNTARY TERMINATION** – CHCC may terminate this Agreement and discharge Resident for any of the following reasons.

1. Non-payment of charges, following reasonable opportunity to pay and deficiency.
2. If Resident requires care other than that which CHCC is licensed to provide.
3. If Resident requires care which CHCC does not provide and is not required to under State law.
4. For medical reasons as ordered by a physician.
5. In case of medical emergency or disaster.
6. For Resident's welfare or the welfare of other residents.
7. If Resident does not need nursing home care.
8. If the short-term care period for which Resident was admitted has expired.
9. As otherwise permitted by law.

Except for removals under (1) and (5) above, no resident may be involuntarily removed unless an alternate placement that has accepted resident for transfer is arranged.

No Resident may be involuntarily removed for non-payment of charges if the Resident meets both of the following conditions:

1. Resident is in need of ongoing care and treatment and has not been accepted by another facility or through community support services; and
2. Funding of the Resident's care in CHCC is reduced or terminated because either Resident requires a level or type of care which is not provided by CHCC or CHCC is found to be an institution for mental diseases.

Resident shall be given at least thirty (30) days written notice of removal except in a medical emergency or unless continued presence of Resident endangers the health, safety, or welfare of the Resident or other Residents. CHCC shall give the Resident an explanation of the need for or alternatives to the transfer.

In addition, CHCC shall schedule a planning conference at least fourteen (14) days before the involuntary removal and with at least seven (7) days notice of the conference to the Resident, Resident Representative if any, any appropriate county agency, and others designated by the Resident.



## **DISPOSAL OF PERSONAL BELONGINGS**

Any personal belongings that are left with the CHCC after the Resident's discharge, transfer, or death should be picked up as soon as possible. The CHCC will dispose of them within thirty (30) days if not removed.

## **VERBAL REPRESENTATIONS**

The Resident and CHCC are advised to write all verbal representations into this contract. If a disagreement occurs concerning this contract, however, no statute may be used to exclude or limit the admissibility of evidence or verbal representations made at the time of the execution of this contract. This means that statements made by the Resident or CHCC staff regarding services, responsibilities, rights and conditions are admissible evidence.

The management of Columbia Health Care Center agrees to exercise such reasonable care toward the residents as his or her condition may require. However, Columbia Health Care Center is in no sense an insurer of the resident's safety and welfare and assumes zero liability as such.

## **MISCELLANEOUS**

The Resident/Responsible Party acknowledges receipt of:

- A description of the basic services, the rate charged and the method of payment
- Information about all additional services regularly offered, but not included in the basic services
- Resident Rights
- Eligibility requirements/information regarding Medicare and Medical Assistance
- Transfer and discharge procedures
- Information regarding ADRC referral options
- Attached Policies and Procedures:
  1. Attachment A: Medical Assistance Services
  2. Attachment B: Private Pay Services and Supplies
  3. Attachment C: Nursing Home Abuse Reporting Requirements
  4. Attachment D: Patient Self-Determination Act – Advance Directives
  5. Attachment E-1: Policy on Alcoholic Beverages
  6. Attachment E-2: Smoking Policy
  7. Attachment F: Bed Hold Policy
  8. Attachment G: Personal Items Safety Policy
  9. Attachment H: Notice of Columbia Health Care Center's Privacy Practices
  10. Miscellaneous: Daily Charges; Beauty/Barber Shop Price List; Food Service Brochure; Use of Outside Pharmacy Policy; Consumer Information Report; Medicare Study Letter (2009-2012); Admission Handbook

**PLACEMENT AUTHORIZATION**

I, \_\_\_\_\_ agree to placement at Columbia Health Care Center. I hereby certify that I and/or my representative have received and read this contract in its entirety and all attachments.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Financial Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Facility Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date