

**FISHKILL CENTER FOR
REHABILITATION AND NURSING**

22 Robert R. Kasin Way
Beacon, New York 12508
(845) 831-8704
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ADMISSION AGREEMENT

AGREEMENT dated the ___ day of __, 20___, between Fishkill Center for Rehabilitation and Nursing, located at 22 Robert R. Kasin Way, Beacon, New York 12508 (“Facility” or “Fishkill Center”) and _____ (“Resident”) and _____ (hereinafter “Designated Representative”) residing at: _____ and Resident’s spouse (hereinafter “Spouse”, if not listed as “Designated Representative”) residing at: _____.

Resident has the right to designate one or more other representatives, and may also appoint or have appointed for him/her a personal representative with legal standing, in accordance with state law (which representative may or may not be the same as the Designated Representative). The decisions of the Resident’s representative shall be treated as the Resident’s decisions to the extent required by a court of law or delegated by the Resident, in accordance with applicable law.

The Designated Representative may, to the extent permitted by law, act as financial agent in those circumstances as set forth in Section 20 below. The Facility is prepared to accept the application for admission subject to the following terms and conditions:

1. Admissions and Consent

Residents will be admitted to the Facility only when ordered by a New York State licensed physician and if they meet the resident assessment criteria set by the New York State Departments of Health, the Department of Social Services and by the Facility. To the extent permitted by law, the Resident may designate the Designated Representative or another individual to participate in those decisions and choices regarding the Resident’s wellbeing, including in the event that the Resident lacks the capacity to make such decisions and choices.

Upon acceptance for admission to the Facility, the Resident, the Designated Representative and/or other authorized representative shall execute a ‘Consent for Admission to the Facility and Medical Treatment’ form. Following acceptance for admission, a person-centered plan of care and treatment, which incorporates the Resident’s cultural preferences, shall be developed and provided for the Resident by his/her inter-disciplinary care team.

2. Consent to Treatment

The Resident and/or the Designated Representative hereby consent to such routine care and treatment as may be provided by the Facility in accordance with the Resident’s plan of care;

including but not limited to, dental and medical consultations, examination by staff, routine diagnostic tests and procedures and the administration of pharmaceuticals; provided, however, that the Resident and/or the Designated Representative shall have the right to participate in the development of the plan of care and to refuse treatment at any time. Each resident has the right to exercise his/her rights as a Resident of the Facility, including without limitation the right to self-determination regarding his/her activities, schedules (including waking and sleeping times), health care and health care providers and his/her rights as a citizen or resident of the United States in accordance with governing law, rules and regulations, that do not interfere with the rights of other Residents in the Facility, and are consistent with the Resident's assessment and plan of care. As a Resident of this Facility, you have many rights under Federal and State law. Some of those rights are listed in this Admissions Agreement. You will also be given a written description of all of your rights.

The Resident shall be provided with adequate and appropriate medical care, and will be fully informed by a physician of his or her total health status, including but not limited to, his or her medical condition including diagnosis, prognosis and treatment plan options. Resident will be fully informed and provided with all information concerning his or her rights, when permitted by applicable law and regulations, to make an informed refusal (refuse care), and/or to execute an advance directive such as a Living Will, Health Care Proxy, or Do Not Resuscitate (DNR) Order. The Resident shall be given a list of important contact information, including the Resident's attending physician and other primary care professionals responsible for his or her care, attached hereto as Attachment 1(c).

3. Financial Arrangements.

(a) Private Pay Residents/Commercial Insurance.

(i) Facility Charges.

(1) The Resident agrees to pay for, or arrange to have paid for by Medicaid, Medicare or other third party payer, all services provided by the Facility and all charges under this Agreement. The Resident agrees to pay the daily basic rate and all other applicable charges to the Facility from the Resident's funds, until such time as the Resident is covered by Medicaid. The daily basic rate for Residents who are not Medicaid covered or covered by a payer ("Private Pay Resident") with whom the Facility has negotiated a rate, is sometimes referred to as the "private pay rate". Presently the private pay rate is \$_____/per day for semi-private accommodations and \$_____/per day for private accommodations plus a (the "Private Pay Rate"). In addition, there is a 6.8% New York State assessment tax of _____. The sum of the Private Pay Rate and the assessment tax is _____. The rate applicable to the Resident is payable monthly in advance. Funds received by the Facility from the Resident's Medicare Part A coverage will be applied to meet this obligation. The Resident understands and agrees that he/she will pay the Private Pay Rate and all other applicable charges while a Medicare or Medicaid application and/or appeal is pending and will continue such payments if the Medicare or Medicaid application and/or appeal is denied. The Designated Representative agrees to use his or her best efforts to ensure that the Resident uses all available resources of the Resident to meet payment obligations under this Agreement including, if necessary, from the Resident's income or resources in the event the Resident lacks third party

coverage and/or such coverage is terminated, and the Resident authorizes the Designated Representative, and all other financial agents, including future appointees, to ensure that all payment obligations under this agreement are met. Failure to make immediate demand for payment shall not be deemed a waiver of the Facility's right to collect such payment.

(2) The Facility' will provide sixty (60) days written notice of any increase in its Private Pay Rates or any other charges. Charges for additional and ancillary services that are not included as part of basic services covered by the Private Pay Rate will be billed to the Private Pay Resident upon provision of such additional and ancillary services. Ancillary services including, but not limited to, urinary care supplies, trach and ostomy supplies, surgical supplies, parenteral and enteral feeding supplies, pharmacy supplies, and occupational, speech, respiratory and physical therapy will be billed to the Resident according to the Facility's and/or the provider of services' charges schedules. A list of private pay charges for certain ancillary and other available services is provided at admission and also available at any time, upon request. Payment must be made to the Facility upon receipt of the bill by the Resident and/or Designated Representative. Charges for additional and ancillary services for a Private Pay Resident may differ from individuals with additional sources of payment, such as private insurance and third party government payors, including Medicare and Medicaid.

(3) The Designated Representative may be held responsible to the Facility for non-payment to the extent that he or she has control over the Resident's assets.

(ii) Security Deposit.

The Facility requires a security deposit in cash or certified check for each of its Private Pay Residents, equal to two months charges at the Facility's Private Pay Rate. These funds will be deposited by the Facility in an interest-bearing bank account. The Facility shall have the right to apply any or all of the security deposit toward the payment of any unpaid amounts due under this Agreement. If any or all of the security deposit is so applied, or if the Facility's Private Pay Rate increases, the Facility will notify the Resident and/or Designated Representative and, within sixty (60) days of such notification being made, additional security will have to be deposited by the Resident and/or Designated Representative so that the total amount of security maintained by the Facility equals two months charges of at the Facility's Private Pay Rate.

(iii) Refund of Security Deposit. Upon termination of the Resident's stay at the Facility, any outstanding bills shall be paid from the security deposit. Any remaining balance will be refunded promptly to the Resident or Designated Representative within thirty (30) days of the Resident's discharge. If a resident dies or is hospitalized or is transferred and does not return to the facility, the facility must refund to the resident, resident representative, or estate, as applicable, any deposit or charges already paid, less the facility's per diem rate, for the days the resident actually resided or reserved or retained a bed in the facility, regardless of any minimum stay or discharge notice requirements.

(iv) Late Charges. Interest at the rate of fifteen percent (15%) per annum, or such lesser amount as may be required by applicable law, will be assessed on all accounts more than thirty (30) days overdue.

(v) Guarantee of Payment. The Facility does not request or require a third-party guarantee of payment to the Facility as a condition of admission or continued stay in the Facility.

(vi) Collection Costs, Including Attorney and Court Fees. If the Resident and/or the Designated Representative fails to make payments within thirty (30) days of the date payment is due, the Resident shall pay all expenses incurred by the Facility, in connection with its attempts to collect the outstanding payment. Such collection costs will include, but may not be limited to, attorneys' fees, court costs and related disbursements. In addition, the Resident and/or Designated Representative shall pay all late charges as noted in Section 2(a)(iv) hereof.

(vii) Third Party Private Insurance and Managed Care.

(1) The admission and continued care of Residents at the Facility under coverage provided through a private insurance plan or managed care health plan are subject to the approval and conditions of the private insurance or managed care company operating the plan. The Resident is responsible for timely advising the Facility of what benefits, if any, may be available from his or her private insurance and/or managed care plan. Payment by the private insurance or managed care company to the Facility is based on the applicable provider agreement and covers only services specified within the provider agreement. Services not covered by a provider agreement must be either pre-approved for payment by the managed care company or paid by the Resident and/or Designated Representative.

(2) If the Resident is covered by a private insurance plan or under a managed care benefit plan that does not have a contract with the Facility, and where the insurance proceeds under the private plan are insufficient to cover the cost of care, the Resident will be responsible for any difference. The Facility will bill the Resident for any such difference on a monthly basis according to its terms for private payment. The coverage requirements for nursing home care vary depending on the terms of the insurance or managed care plan. Questions regarding private insurance and managed care coverage should be directed to the Business Office.

(viii) Coinsurance/Deductibles. A Resident's coverage may be subject to co-insurance, deductibles and/or co-payments. The Facility may request that residents covered by managed care plans prepay coinsurance amounts where it appears that the Resident will owe such amounts. Such a request will be made only for the number of coinsurance days that the Resident's health care provider feels is appropriate. The Facility will not deny admission based on failure to prepay the coinsurance.

(b) Medicare Residents

(i) Services Covered by Medicare. The Facility will consult with the Resident and Designated Representative regarding Medicare's eligibility requirements and services included as basic services under Medicare. The Facility will work with the Resident and/or the Designated Representative to obtain reimbursement for its services under Medicare for any resident who is covered for services by Medicare and receives services eligible for reimbursement under Medicare. The Facility will not require, request, or accept a deposit or

other payment for services covered by Medicare. The Facility will not request or accept any advance deposits or other payment for Medicare deductibles and co-insurance amounts. Such payments may be requested by the Facility on or after the day to which it applies.

(ii) Security Deposit for Services Not Covered by Medicare. The Facility may request and accept a deposit for non-covered personal comfort and convenience services or other services which are not covered by Medicare.

(iii) Refund of Security Deposit. Upon termination of the Resident's stay at the Facility, any outstanding bills shall be paid from the security deposit. The remaining balance shall be promptly conveyed (after all charges have been posted) to the Resident or Designated Representative within thirty (30) days of the Resident's discharge. If the Resident is deceased, refunds will be paid to the person or probate jurisdiction administering the estate, or by a New York "small estate" affidavit, or as otherwise required by law, after application of any amounts due to the Facility.

(c) Medicaid Assistance

(i) Applying for Assistance.

(1) The Resident and Designated Representative agree to submit a timely application for all available benefits, including Medicaid benefits, and to timely apply for Medicaid recertification as necessary. The Resident and/or Designated Representative agree to notify the Facility at least three (3) months prior to the depletion of the Resident's funds and/or insurance coverage and to apply for Medicaid, including the provision of all necessary information and documentation, within the required time frame. All financial requirements for Medicaid eligibility have been explained to the Resident.

(2) Should the Resident and/or Designated Representative fail to apply promptly for Medicaid benefits or if the Resident has been admitted as a Private Pay Resident, at least three (3) months before the Resident's personal resources for payment of the Facility's charges are depleted, the Facility may, at its sole discretion, and the Resident hereby authorizes the Facility, to take any actions necessary to ensure an application is timely filed on behalf of the Resident, including the submission of the Medicaid application, Fair Hearing request, appeal or any other required documents. The Resident, and/or Designated Representative shall cooperate fully in the preparation and submission of such filings and shall provide all requested documentation necessary to establish the Resident's eligibility. The Facility shall not have any obligation to process such applications or appeals. The Resident and/or Designated Representative understand that they may be held personally liable for damages sustained by the Facility caused by the submission of intentionally false information to the Facility, including undisclosed transfers of assets.

(3) The Resident and/or Designated Representative further agree to provide the Facility and/or the County Department of Social Services with the last sixty (60) months of bank statements for open and closed accounts, open and closed security transaction accounts, open or closed, tax returns and all other necessary information and all authorizations necessary to obtain such information.

(4) The Facility will inform each Medicaid-eligible applicant and Resident of the items and services that are included in Facility services under the State Medicaid plan and for which the Resident may not be charged and such other items and services that the Facility offers and for which the Resident may be charged, including the amount of charges for those services. Notice will be provided as soon as possible following changes to covered items under Medicare and Medicaid, and at least sixty (60) days' notice prior to implementation of other changes to charges for items and services.

(5) Except where Medicare or other insurance covers the daily rate, the Resident and/or Designated Representative agree to pay the Private Pay Rate for basic services unless and until the Resident obtains Medicaid coverage. If the Resident's Medicaid application is denied, the Resident and/or Designated Representative shall pay the Facility the Private Pay Rate pending the outcome of the appeal. If Medicaid benefits are subsequently approved on a retroactive basis, the Private Pay Rate for basic services paid by or on behalf of the Resident shall be refunded retroactive to the date Medicaid benefits are paid to the Facility.

(ii) Denial of Medicaid Benefits. If the Resident's Medicaid application for benefits is denied, the Resident shall leave the Facility when he/she is unable to pay the Facility's charges unless the Designated Representative or some other financially responsible person assumes responsibility, in writing, for payment of all future charges until such time as Medicaid benefits are ultimately approved.

(iii) Monthly Income Payments Under Medicaid. The Resident understands that, upon Medicaid eligibility, DSS will require most monthly income (the "Net Available Monthly Income" or "NAMI") to be paid to the Facility as part of the Medicaid rate. If DSS sets a NAMI, the Resident agrees (1) to pay the NAMI by the [10th] of each month, or to require the monthly income to be sent directly to the Facility (Addendum II); and (2) if the Resident disputes the NAMI amount, to place the disputed portion in an escrow account, and pay the undisputed portion to the Facility by the [10th] of each month. The Parties agree that funds held in escrow will be released according to the determination of the entity adjudicating the NAMI dispute.

4. Services Provided

(a) Services Included in the Private Pay Rate.

(i) Board, including food and drink that is palatable, attractive, and at a safe and appetizing temperature, drinks consistent with Resident needs and preferences and in quantities sufficient to maintain Resident hydration, therapeutic or modified diets, as prescribed by a physician or other licensed health professional, and menus meeting the nutritional needs of Residents in accordance with established national guidelines, taking into account religious, cultural, and ethnic needs of the Resident groups, that accommodates Resident allergies, intolerances, and preferences. In all instance, however, Kosher food or food products prepared in accordance with the Orthodox Jewish religious requirements shall be provided to all Residents. Food shall be stored, prepared, distributed, and serve in accordance with professional standards for food service safety.

(ii) Lodging: a clean, healthful, sheltered environment that is properly outfitted.

(iii) Twenty-four hours per day nursing care.

(iv) The use of routine equipment, medical supplies and modalities of the Facility as needed in the everyday care of the Resident, including but not limited to catheters, hypodermic syringes and needles, irrigation outfits, dressings and pads, and so forth.

(v) Clean bed and bath linens, as required, changed at least twice weekly. For incontinent residents, bed linens or appropriate substitutes will be changed as often as required.

(vi) Hospital gowns or pajamas as required by the Resident's condition, unless the Resident or the Designated Representative chooses to supply personal items. Laundry services for these and other launderable personal clothing are available. However, the cost for dry cleaning of non-launderable personal clothing is not included in the basic rate.

(vii) General household medicine cabinet and personal hygiene supplies, including, but not limited to, non-prescription medications, materials for routine skin care, dental hygiene, hair and nail care, tissues, deodorant, razor, shaving cream, incontinence care and supplies, sanitary napkins and other routine care, except where specific items are medically indicated and prescribed for exceptional use for a specific resident.

(viii) Supervision and assistance, when necessary, with the activities of daily living, including toileting, bathing assistance, feeding and ambulation.

(ix) Services in the daily performance of assigned duties by members of the Facility's staff concerned with resident care.

(x) Use of customarily stocked equipment, including but not limited to crutches, walkers, wheelchairs or other supportive equipment and training in the use of this equipment when necessary, unless such item is prescribed by a physician for regular and sole use by the Resident.

(xi) Private space for Resident and family group meetings, including a staff member approved by the Resident or family group responsible for providing assistance and responding to written requests resulting from group meetings, and take reasonable steps, with the approval of the group, to make residents and family members aware of upcoming meetings in a timely manner. The Facility will consider the views of a Resident or family group and act promptly upon the grievances and recommendations of such groups concerning issues of Resident care and life in the Facility.

(xii) Activities program, including a planned schedule of recreational, motivational, social and other activities, along with the necessary materials and supplies to enhance the Resident's quality of life.

(xiii) Social services, as needed.

(xiv) Hospice services elected by the Resident and paid for by Medicare or Medicaid.

(b) Physician and Ancillary Services Provided on a Fee-for-Service Basis.

(i) Charges for Ancillary Services. Charges for physician visits and physician-ordered ancillary services are not included under the Facility's Private Pay Rate and are the financial responsibility of the Resident. Charges may be billed by the Facility 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 that have negotiated a rate with the Facility, except for deductibles and co-payments. If the insurance carrier does not make payment directly to the Facility, the Resident is responsible for all charges. In such instances, the Facility will provide necessary documentation for the Resident to be reimbursed by the insurance carrier. The Facility shall, upon request, furnish to the Resident a written schedule of charges for the services described in Section 3(b)(ii), which are not included in the private pay rate. The Resident authorizes the Facility to utilize participating physicians and providers of ancillary services or supplies, when necessary or required by private insurers.

(ii) List of Ancillary Services. The Facility will arrange for physician visits from the physician selected by Resident as authorized under the Agreement and shall provide or arrange 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 Facility who meet applicable New York licensing, registration and certification requirements. This list of services is not exclusive; other physician-ordered services may also be available.

(1) Physical therapy, as prescribed by a physician, administered by or under the direct supervision of a licensed and currently registered physical therapist.

(2) Occupational therapy, as prescribed by a physician, administered by or under the supervision of a qualified occupational therapist.

(3) Speech pathology services as prescribed by a physician, administered by a qualified speech pathologist.

(4) Respiratory therapy services, as prescribed by a physician, administered by a qualified respiratory therapist.

(5) Audiology services as prescribed by a physician, administered by a qualified audiologist.

(6) Podiatry Services.*

(7) Dental services, on either a staff or fee-for-service basis, as administered by or under either the personal or general supervision of a licensed and currently registered dentist.

(8) Pharmacy Services.

(9) Private Duty Nurse or Companion.*

*Currently not covered by Medicaid or only covered by Medicaid partially or under certain circumstances.

(c) Services Not Included in the Facility's Private Pay Rate and/or Paid for by Insurance. Certain items and services, such as those listed below, are not covered under the Facility's Private Pay Rate and are generally not paid for by Medicaid or Medicare or insurance carriers. The Facility (or the actual service provider) may charge for these services if they are not required to achieve the goals stated in the Resident's care plan and if requested by the Resident or the Designated Representative and payment is not made by Medicare or Medicaid or other insurance:

- (i) Non-covered special care services such as private duty nurses consistent with Medicare and Medicaid rules and regulations for residents who are beneficiaries of these programs.
- (ii) Barber/beautician services.
- (iii) Personal reading matter.
- (iv) Private telephone services, which includes a private telephone in the room, fax lines, and computer lines, and a cellular phone, including installation and maintenance fees.
- (v) Dry cleaning.
- (vi) Personal clothing and shoes (unless ordered as prostheses by a physician).
- (vii) Private television, personal computer or other electronic device for personal use in room, including installation, maintenance and monthly charges.
- (viii) Personal comfort items, including notions and novelties and confections.
- (ix) Cosmetic and grooming items and services, in excess of those for which payment is made under Medicaid or Medicare.
- (x) Gifts purchased on behalf of the Resident.
- (xi) Flowers and plants.
- (xii) Specialized transportation for individual use.
- (xiii) Non-standard and custom wheelchairs and adaptive devices and equipment.
- (xiv) Social events and entertainment offered off the premises and outside the scope of the activities program provided by the Facility.

(xv) Specifically prepared or alternative food requested instead of the food generally prepared by the Facility, except as ordered by the Resident's physician or other licensed health care professional or as provided in accordance with the Facility taking into account the needs and preferences of Residents.

(xvi) Private room, except where medically necessary

(xvii) Special care services not included in the Facility's Medicaid payment

Certain of these services (e.g., private telephone service and television/ radio for personal use) must be arranged directly by the Resident and/or the Designated Representative. The Designated Representative agrees to assist the Resident in obtaining necessary personal items, clothing and effects that are not provided for under the private pay rate.

(d) Notice of Financial Liabilities in Excess of or in Addition to the Private Pay Rate. Charges, expenses or other financial liabilities in excess of or in addition to the Private Pay Rate shall not be charged to the Resident except:

(i) upon express written approval and authority of the Resident, next of kin, or Designated Representative; or

(ii) upon express written orders of the staff physician or alternate staff physician requiring specific services and supplies that are not included in the basic services listed in Section 3(a);

(iii) upon sixty (60) days prior written notice to the Resident or Designated Representative, of additional charges, expenses or other financial liabilities due to the increased cost of maintenance and/or operation of the Facility; or

(iv) in the event of a health emergency involving the Resident and requiring immediate special services or supplies to be furnished during the period of the emergency.

The Designated Representative shall cooperate with the Facility for provision of additional services not covered by the Private Pay Rate.

5. Anticipated Services

(a) It is anticipated that the Resident will initially require the following level of care (should the Residents condition and level of care needs change, such change will be noted in the Resident's medical record):

Long Term Care

Sub-Acute Care

Medically Complex

Rehabilitation

Other (Please explain): _____

(b) Sub-Acute Care.

(i) Definition of Sub-Acute Care Services. The Facility defines sub-acute care as goal oriented, comprehensive, inpatient care designed for an individual who has an acute illness, injury, or exacerbation of a disease process. It is generally rendered for a limited time immediately after, or instead of, acute hospitalization until a condition is stabilized or a predetermined treatment course is completed. Unless continued placement at the Facility is medically appropriate, Residents admitted for sub-acute care services will be discharged or transferred to a more appropriate setting and/or subject to an intra-facility room transfer, in accordance with the Facility's policies and procedures, once sub-acute services are no longer required. (Please also refer to Section 6(j) below regarding intra-Facility room changes.)

6. Physician Services

(a) Physician Visits. A consulting physician shall visit and examine the Resident upon admission, and thereafter pursuant to an established schedule of visits appropriate to the Resident's condition or more frequently if warranted by the Resident's medical condition. The Resident and the Facility agree that Resident has the right to choose a personal attending physician who is licensed to practice and meets applicable regulatory requirements. The physician and other health care providers must follow Facility's policies. In the event that Facility determines that a physician does not satisfy such requirements Facility shall discuss such issues with the Resident or Designated Representative and honor the Resident's preference regarding the selection of a new physician. The frequency of physician visits shall be no less than once every thirty (30) days for the first ninety (90) days after admission and at least once every sixty (60) days thereafter for so long as the Resident remains at the Facility. The cost of physician services as well as the cost of any specialized medical consultation regarding medical procedures is the responsibility of the Resident, provided such payments are not the responsibility of Medicare, Medicaid or a third party payor. The Resident will be provided with the name, specialty and means of contacting the professionals officially responsible for his or her care, whether that provider is a physician, nurse practitioner, physician assistant, or registered nurse.

(b) Alternative Physician. In the event that the Resident's personal, alternate or staff physician is not available or has been delinquent in examining the Resident, the Facility shall be authorized to have its Medical Director, or his/her designee, arrange for another physician, physician's assistant, or certified nurse practitioner to visit the Resident within seventy-two (72) hours of the date the visit was due or immediately when required by the Resident's medical condition.

7. Duration of Care; Discharge Planning; Transfer

(a) Length of Stay. The Resident shall remain at the Facility only so long as the level of care provided at the Facility is appropriate for the Resident's condition, as determined by the staff physician. No resident shall have a guaranteed minimum or maximum length of stay. The Facility will provide equal access to quality care regardless of diagnosis, severity, condition or payment source.

(b) Cooperation with Discharge Planning Process. The Resident and/or the Designated Representative shall cooperate with the Facility in connection with the discharge

planning process including, but not limited to, execution of documentation required for discharge and, if appropriate, provision of a suitable environment for Resident care after discharge. The Resident and/or the Designated Representative shall be responsible, as provided herein, for additional costs incurred by the Facility in connection with enforcement of its discharge planning procedures.

(c) Procedure for Discharge. In making discharge/transfer determinations, the policies and procedures set forth in the Facility's Discharge/Transfer Policy (a copy of which is provided at admission and available upon request) will be followed. Once it has been determined that the Resident will be discharged/transferred, the Facility will do the following:

(i) A written Discharge/Transfer Notice will be sent to the Resident and his/her Designated Representative (regardless of whether the Resident consents to the discharge/transfer or is involuntarily discharged/transferred) and for Residents who are involuntarily discharged (not including those transferred to an acute care facility on an emergency basis), to the State Long Term Care Ombudsman. This information will be documented and maintained in the Resident's medical record.

(ii) The Admissions Office will provide written notification to the Resident and his/her Designated Representative of the Facility's Bed-Hold/Retention Policy (summarized in Section 8 of this Agreement) which specifies the duration and conditions of the bed-hold/retention under which the Resident may return to the Facility. This information will be maintained in the Resident's medical record.

(iii) The Facility will admit and retain only those residents for whom it can provide adequate care. In situations where the Facility has determined it will not re-admit a resident, a verbal and written notice of discharge will be provided to the Resident and the Designated Representative.

(d) Conditions for Transfer or Discharge: Transfer or discharge may occur under one or more of the following conditions:

(i) If the Resident wishes to terminate this Agreement and be discharged from the Facility for reasons within his/her control or the Designated Representative wishes to terminate this Agreement and discharge the Resident for reasons within his/her control, the Resident and/or Designated Representative agree to give the Facility not less than three (3) days' advance notice in writing delivered either personally or by certified mail to allow the interdisciplinary team to complete discharge summaries, the physician to medically clear the Resident, and to arrange an appropriate discharge plan. In order for the termination of this Agreement to be effective, the Resident must leave the Facility at the end of the notice period.

(ii) The Resident and/or the Designated Representative shall remain responsible for all costs and charges incurred in connection with the Resident's stay at the Facility. Termination of this Agreement shall not relieve the Resident or the Designated Representative of the responsibilities and obligations assumed and incurred during and related to the Resident's stay.

(iii) The Facility will transfer or discharge a Resident in accordance with applicable laws, rules and regulations and ensure that each Resident's rights and safety are maintained during discharge and/or transfer. The Facility shall have the right to transfer or discharge the Resident when the Resident's interdisciplinary care team, in consultation with the Resident and/or Designated Representative, determines that:

(1) The transfer or discharge is necessary for the Resident's welfare and the Resident's needs cannot be met after reasonable attempts at accommodation in the Facility;

(2) The Resident's health has improved sufficiently so that the Resident no longer needs the services of the Facility; or

(3) The health or safety of other individuals in the Facility would be endangered if the Resident were not transferred or discharged, the risk to others is more than theoretical and all reasonable alternatives to transfer or discharge have been explored and have failed to safely address the problem.

(e) Transfer or Discharge for Failure to Pay. The Facility retains the right to transfer or discharge the Resident when the Resident has failed, after reasonable and appropriate notice, to pay for (or to have paid under Medicare, Medicaid or third-party insurance) a stay at the Facility. If the Resident becomes eligible for Medicaid after admission to the Facility, the Facility will charge the Resident only allowable charges under Medicaid. A transfer or discharge pursuant to this Section shall only occur if a charge is not in dispute, no appeal of a denial of benefits is pending, or funds for payment are actually available and the resident refuses to cooperate with Facility in obtaining the funds.

(f) Notice Prior to Transfer or Discharge. The Facility agrees to provide at least thirty (30) days' advance notice before a resident is transferred or discharged, except that notice may be shortened and shall be given as soon as practicable before transfer or discharge under the following circumstances:

(i) The safety of individuals in the Facility would be endangered;

(ii) The health of individuals in the Facility would be endangered;

(iii) The Resident's health improves sufficiently to allow a more immediate transfer or discharge;

(iv) An immediate transfer or discharge is required by the Resident's urgent medical needs; or

(v) A transfer or discharge is being made in compliance with a request by the Resident.

(g) If, in the judgment of the Facility, the Resident does not require skilled nursing care, the Resident agrees to be consensually discharged. If the Resident refuses to leave the Facility and/or if applicable third-party payors decline to reimburse the Facility in full for the costs of the Resident's continued stay, then the Resident shall be responsible for all costs for care and services (basic services shall be charged at the Private Pay Rate), including attorneys' fees

and other costs incurred by the Facility in discharging the Resident and obtaining payment of costs for services rendered.

(h) Right to Appeal. The Resident has the right to appeal transfer or discharge determinations in accordance with, and subject to, Federal and State law, which rights shall be set forth in any notice of transfer or discharge. Facility may not transfer or discharge the Resident while an appeal is pending or when Resident exercises his or her right to appeal a transfer or discharge notice, unless Resident poses danger to health or safety of Resident or others.

(i) Room Preferences, Changes and Transfers within Facility.

(i) Married residents (regardless of sexual orientation) have the right to share a room with his or her spouse if both are in the same facility and both spouses consent to the arrangement. Residents have the right to share a room with his or her roommate of choice when practicable and when both residents live in the same distinct part of the Facility and both residents consent to the arrangement.

(ii) It may be necessary for the Facility to transfer a resident to a more suitable location within the Facility. The Resident and/or Designated Representative acknowledge that room assignments are subject to change at the discretion of the Facility and as per Facility policy. A Resident may, however, refuse any room transfer if the purpose of such transfer is solely for the staff convenience or to move the Resident from a distinct part of the Facility that is a skilled nursing facility to a part that is not a skilled nursing facility, or vice versa. The Facility will provide written notice to the Resident regarding any proposed room change and reasonably accommodate the Resident's preferences and needs.

(iii) The Resident and/or Designated Representative agree that if the Resident occupies a private room and ceases to pay or does not pay the private room rate, the Facility will transfer the Resident to a semi-private room unless a private room is medically necessary.

8. Bed Hold and Readmission Policy

(a) In the event a Resident leaves or is temporarily absent from the Facility due to a hospitalization or therapeutic leave approved as part of the Resident's care plan, or other reasons, the Resident's bed may be reserved in accordance with the Facility's Bed-Hold Policy. A copy of the Bed-Hold Policy will be provided to residents upon admission.

(b) In situations when no bed-hold exists in the Facility and the Resident was transferred to the hospital or placed on therapeutic leave with an expectation of returning to the Facility, the Resident will be re-admitted to the first available, appropriate semi-private room in the Facility when ready to return from the hospital or other therapeutic setting. In the event the Facility determines that the Resident cannot be readmitted to the Facility, a proper written notice of discharge/transfer will be provided including notice of appeal rights.

(c) When bed-hold criteria is met, a resident who was on leave for therapeutic treatment will be re-admitted to the bed he/she occupied prior to the therapeutic treatment unless medically contraindicated.

(d) A resident whose absence exceeds the maximum day requirements as set forth in the Facility's Bed-Hold/Retention Policy, and who lost bed-hold, will be given priority re-admission and be re-admitted to the first available semi-private room. If bed-hold has been lost and the Resident is ready to return to the Facility, but the Facility has no gender-appropriate beds available, the Facility may delay the return of the Resident until a gender appropriate bed becomes available.

(e) Residents that are transferred to a psychiatric facility will be re-admitted to the first available, appropriate semi-private room in the Facility after their course of treatment has been completed and it has been determined that the Resident is no longer a danger to themselves or others.

(f) Residents may request a bed hold in advance of an absence by (i) agreeing to pay the Facility's Private Pay Rate (e.g., if the Resident is hospitalized, or in the event bed hold has expired or has been terminated or the resident does not meet bed-hold criteria for a therapeutic leave) and (ii) notifying the Admissions Department, in writing of their intent to hold their bed at the Facility's private pay rate in the event of an absence. Should the Resident subsequently be hospitalized or otherwise seek leave, he/she will be consulted at that time as to whether or not to hold the bed.

(g) Temporary Absence/Out on Pass Policy. Residents are permitted to temporarily leave the Facility (Out on Pass) in accordance with the Facility's rules and policies, a copy of which is provided upon admission to the Resident.

(h) Continuation of This Agreement. Temporary transfer of the Resident to another facility for medical or surgical treatment, or the Resident's temporary absence from the Facility for any other purpose, where such transfer or absence does not exceed a period of thirty (30) days, shall not terminate this Agreement. This Agreement shall continue in full force and effect upon the Resident's return to the Facility unless the Facility determines that the Resident cannot be readmitted at which time, a notice of discharge shall be issued, including the reason the Resident cannot be readmitted to the Facility, contact information, and information regarding appeal.

9. Comprehensive Care Plan Meetings

The Resident and/or Designated Representative hereby agree to participate in the planning of the comprehensive care plan developed by the Resident's interdisciplinary care team.

10. Resident Welfare, Personal Property, Hold Harmless

The Facility will be responsible for the exercise of reasonable care toward the Resident while the Resident is at the Facility, and will retain such responsibility if the Resident leaves the Facility's premises during a temporary absence or for Facility-related activities, such as travel to a health clinic or physician's office, or trips or outings sponsored by the Facility.

The Facility will provide the Resident with a secured space such as a private closet or locked storage space in his/her room for the Resident's personal property. The Facility shall be responsible for loss, theft, damage or destruction to personal property solely to the extent the

Facility fails to take reasonable care in protecting any personal property specifically placed into safekeeping at the Facility, with the Facility's consent and in accordance with the Facility's established policies, or in the Resident's locked storage space. In no event shall the Facility otherwise be responsible for loss, theft, destruction or damage to Resident's personal property of any nature, including money or other valuables. Resident assumes full risk for any property not secured in his/her locked storage space or placed with the Facility for safekeeping in accordance with Facility policies except as to any loss resulting from the Facility's failure to exercise reasonable care.

Promptly upon transfer or discharge of the Resident or death of the Resident, the Resident or the Designated Representative, as applicable, shall arrange for the Resident's personal property to be claimed and removed from the Facility. In all events, such personal property shall be removed within thirty (30) days after discharge from the Facility. Resident property left more than thirty (30) days after discharge will be disposed of at the Facility's discretion.

All residents and visitors bringing in food must consult with the nursing manager and as needed, the Facility's dietician and other appropriate medical professionals before bringing in food to the Facility. The Facility does not encourage the use of personal refrigerators for food storage and Residents must consult with the Facility if requesting storage of any foods.

11. Non-Discrimination

It is the policy of the Facility to make available its facilities and services to all people equally, and to admit and treat residents without regard to race, color, creed, national origin, sex, age, sexual preference, blindness, disability or sponsorship. A summary of the applicable Federal and State anti-discrimination laws is available upon request.

12. Resident Records

(a) The personal and medical records of all residents are confidential. Only the Resident or his/her Designated Representative may approve the release of such records to persons outside the Facility. It is understood, however, that the Facility may release personal and medical records for the purpose of discharge planning for the Resident's release or transfer to another facility, to health care providers, to the Department of Social Services or other governmental agencies and as required by law or third party payor contracts.

(b) The Resident shall have the right to examine the Resident's personal and medical records during appropriate hours and a right to receive a copy of the Resident's medical records (for a reasonable cost-based fee, as applicable) upon request and two (2) working days' notice to the Facility.

(c) It is understood that the Administrator, and any consulting psychiatrist, doctor, nurse or social worker on his/her staff is authorized to disclose medical or personal information acquired in attending to the Resident in a professional capacity by way of report, affidavit or testimony in any proceeding brought by the Administrator under Article 81 of the Mental Hygiene Law to appoint a Guardian for the Resident's property management or personal needs.

For the purposes of any such proceeding, the rights to have such information deemed privileged or confidential is hereby waived.

13. Photographs

(a) The Facility reserves the right to take photographs of the residents of the Facility to be used solely for the purpose of identification of the Resident.

(b) The Resident and/or Designated Representative shall allow the Facility to photograph the Resident upon admission and to observe or photograph any open wound on the Resident's skin. All such photographs shall become part of the Resident's medical record at the Facility.

14. Restraints

It is the philosophy of the Facility to promote a restraint-free environment for all of its residents. Our foremost concern is to achieve and to maintain the optimum level of independence and dignity of our residents while, at the same time, providing a safe and secure environment. The Resident shall not be subject to restraints for purposes of discipline or convenience. Any decision to use a chemical or physical restraint shall be based on a resident's medical symptoms and will be closely monitored and evaluated on an on-going basis by the Resident's interdisciplinary team. Prior to a decision to making a decision to use a restraint, alternative measures are explored and, if a restraint is warranted, the least restrictive restraint is tried first and for the least amount of time. Ongoing re-evaluation of the continued need for restraints is conducted. In addition, prior to installing a side or bed rail, the Facility will attempt to use appropriate alternatives. If the Facility determines it is necessary to use a bed or side rail, the Facility will (1) assess the Resident for risk of entrapment from bed rails prior to installation; (2) review the risks and benefits of bed rails with the Resident or resident representative and obtain informed consent prior to installation; (3) ensure that the bed's dimensions are appropriate for the Resident's size and weight; and (4) follow the manufacturers' recommendations and specifications for installing and maintaining bed rail.

Pursuant to the Facility's Infection Prevention and Control Program, isolation of residents may sometimes be necessitated. The type and duration of the isolation depending upon the infectious agent(s) or organism(s) involved or suspected. The Facility strives to ensure that the type and duration of the isolation of any Resident be the least restrictive possible for the Resident under the circumstances

15. Termination of this Agreement

The Resident and/or the Designated Representative may terminate this Agreement, provided the Facility receives at least three (3) days' written notice given either personally or by certified mail to allow the Facility to complete discharge summaries and medically clear the patient, and provided further that the resident leaves the Facility at the conclusion of the notice period; otherwise the notice of termination shall not be effective. The Resident and/or the Designated Representative shall remain responsible for all costs and charges incurred in connection with the Resident's stay at the Facility, to the extent not covered and paid for by third-party payors such as Medicare, Medicaid or private insurance.

16. Rules and Regulations

The Resident and the Responsible Party agree to abide by the Facility's Rules and Regulations, including all future amendments, and including without limitation, the requirements set forth in the notice entitled "Resident's Responsibilities", which is provided upon admission, and to respect the personal rights and private property of all residents and staff.

17. Cooperation with the Facility Regarding Resident's Income

(a) All residents of the Facility, not under legal restraint, have the right to manage their own financial affairs. It is requested that the Resident and Designated Representative cooperate with the Facility by signing all necessary documents so that any future income of the Resident (such as social security, pensions, retirement benefits, dividends and tax exempt incomes) be mailed directly to the Facility to be used to offset the Resident's obligations. Such written authorization shall include without limitation authorization to open the Resident's personal financial mail and Attachment 18 hereto, as applicable. The monies received by the Facility in excess of the Resident's obligation will be deposited in an individual bank account in the name of the Resident. Every three (3) months or upon written request, the Resident and/ or Designated Representative will receive periodic statements of the transactions pertaining to this account. The accounts shall be maintained as follows:

(i) Funds in Excess of \$50 – The Facility shall deposit the Resident's personal funds in excess of Fifty Dollars (\$50) in an interest-bearing account that is separate from any of the Facility's operating accounts and that credits all interest earned on the Resident's funds to his/her account.

(ii) Funds Less than \$50 – The Facility shall maintain the Resident's funds in amounts less than \$50 in a non-interest bearing account or petty cash fund.

(iii) If the Facility is managing the Resident's funds in accordance with this Section and the Resident receives Medicaid benefits, the Facility shall notify the Resident: (a) when the amount in the Resident's account reaches two hundred dollars (\$200) less than the Social Security Income (SSI) resource limit for one person, and (b) that if the amount in the account in addition to the value of the Resident's other non-exempt resources reaches the then current SSI resource limit for one person, the Resident may lose eligibility for Medicaid or SSI.

(iv) The Resident and the Designated Representative herewith grant permission to any person, lending institution or facility to supply information to the Facility with respect to any property, account or income belonging to the Resident or in the name of the Resident as well as for any debts or obligations owed to the Resident.

(v) The Facility makes no representations or warranties regarding the rate of interest to be earned, if any, on security deposits or bank accounts of the Resident.

(vi) Upon the discharge of the Resident, and after any outstanding payments are made to the Facility, the account balance, if any, will be distributed to the Resident, Designated Representative, Resident's estate and/or the Department of Social Services, as permitted by law.

(b) Direct Deposit. Residents who choose to do so may have income such as Social Security, pension benefits, etc. deposited in their personal account via electronic direct deposit. If you would like the Facility to assist you/the Resident in obtaining direct deposit of these income sources, you may do so by advising the Facility's finance department.

(c) Authorization to Release Information. By execution of this Agreement, the Resident and/or Designated Representative authorizes the Facility to release to government agencies, insurance carriers and other pertinent organizations which could be financially liable for any aspect of medical care provided to the Resident, all medical information needed by these agencies to secure and substantiate payment for such medical care and to permit representatives thereof to examine and make copies of all records relating to such care.

(d) Assignment of Benefits and Authorization to Pursue Third Party Payment. The Resident and/or Designated Representative hereby assign to the Facility any and all applicable insurance benefits and other third party payment sources to the extent required by the Facility to secure reimbursement for the care provided to the Resident. The Resident and/or Designated Representative authorize the Facility to seek and obtain all information and documentation necessary for the processing of any third party claim.

(e) Authorization to Obtain Records, Statements and Documents. The Resident and/or Designated Representative authorizes the Facility to obtain from financial institutions, including, but not limited to, banks, insurance companies, broker and credit unions, and government agencies, such as the Social Security Administration and Department of Social Services, records, statements, correspondence and other documents pertaining to the Resident.

18. Residents Who Are Unable to Manage Their Own Financial Affairs

(a) Designated Representative as Financial Agent.

(i) If the Designated Representative chooses to assume responsibility for handling the Resident's financial affairs, the Designated Representative shall consent to this role in writing and the Facility shall thereafter deal with the Designated Representative with respect to such matters. In this event, the Designated Representative agrees to obtain and provide the Facility with formal documentation confirming authorization of the Designated Representative to act on behalf of the Resident with respect to financial matters. The Facility will give to the Designated Representative all notifications and information required to be given to the Resident by applicable Federal and State laws or regulations.

(ii) The Resident and the Designated Representative confirm that they have provided to the Facility a complete list of the Resident's current financial agents, and they agree to inform the Facility of future appointments or revocation of appointments of financial agents. The Resident and the Designated Representative agree to provide the Facility with copies of all Powers of Attorney, Guardianship Commissions and other documentation authorizing an agent to act for or on behalf of the Resident or to have access to the Resident's assets.

(iii) Because the Resident's payment obligations often cannot be met without the cooperation of a financial agent, the Facility requests financial agents to agree to help the Resident meet his/her obligations under this Agreement to the extent permitted by their access to

the Resident's assets and financial information and execute the Agreement annexed hereto as Attachment 20(a).

(iv) The Designated Representative shall obtain formal court appointment as guardian, on the Resident's behalf, if such formal designation is determined to be necessary by the Facility.

(b) Facility as Financial Agent. If the Resident cannot fully understand the management of his/her financial affairs and has no Designated Representative, or the Designated Representative is unable or unwilling to assume such responsibility, the Resident and Designated Representative may authorize the Facility to establish an individual trust fund account for the Resident's monies, income or other funds. Such authorization shall include authorization to open the Resident's personal financial mail and Attachment 20(b), attached hereto.

19. Oral, Written and Electronic Communication

The Facility recognizes and respects the Resident's right to personal privacy, including the right to privacy in his or her oral, written and electronic communications such as email and, video communications and Internet research. The Resident has the right to send and promptly receive unopened mail and other letters, packages and other materials delivered to the Facility for the Resident, including those delivered through a means other than a postal service. The Facility encourages and facilitates the Resident's right to communicate with individuals and entities within and external to the Facility, including reasonable access to, use in compliance with Federal and State law of: (i) A telephone, including TTY and TDD services; (ii) The Internet, to the extent available to the Facility; and (iii) At the Resident's own expense Stationery, postage, writing implements and the ability to send mail.

The Resident and/or Designated Representative understand that the physical and mental condition of the Resident may necessitate him/her to require assistance in opening, reading and understanding contents of his/her mail, packages or electronic communications. To this end, the Resident and Designated Representative consent to the Facility assisting the Resident by, opening mail, and electronic communications in the Resident's presence, and, reading the contents to the Resident and advising the Resident as to appropriate action to be taken if necessary. Residents shall have access to the Internet through the Facility's wireless network, where available, with reasonable restrictions imposed due to health, legal and logistical limitations,. This service is free of charge. By using this free service, Residents agree to abide by the Facility's Internet and personal computing policy. The Facility does not provide Residents with any computers, laptops, tablets or similar electronic devices for access to the Internet and Residents who wish to utilize the Facility's free wireless service are expected do so using their own electronic devices.

20. Smoking Policy

The Facility is a "smoke free facility." The Resident agrees that under no circumstances will he or she and/or his or her visitors smoke anywhere on the grounds or in the building.

21. Binding Effect

This Agreement shall be binding on the parties, their heirs, administration, distributees, successors and assignees.

22. Governing Law

This Agreement is controlled by the laws of the State of New York. Any and all actions arising out of or related to this Agreement shall be brought in, and the parties agree to exclusive jurisdiction of, the New York State Supreme Court, located in Queens County, New York.

23. Notice.

The Resident has the right to receive notices orally and in writing (including Braille) in a format and a language he or she understands.

24. Truthfulness of Information Provided

The Resident, the Resident's Spouse and Designated Representative each warrant and represent that all financial and other information they have submitted to the Facility is true, correct, complete and accurate in all material respects and that there are no material omissions. The Resident, the Resident's Spouse and Designated Representative each acknowledge that the Facility has relied on such information.

25. Counterparts.

For the convenience of the parties hereto, this Agreement may be executed in counterparts and all such counterparts shall together constitute the same agreement. Electronic signatures or facsimile copies of the signed Agreement shall be deemed valid and binding upon the Parties.

26. Entire Agreement/Severability

This Agreement contains the entire understanding between the Facility and Resident, the Residents Spouse and Designated Representative and the Facility. This Agreement cannot be modified orally and any changes must be in writing, signed by the parties to this Agreement. Should any provision in this Agreement be determined to be inconsistent with any applicable law or to be unenforceable, such provision will be deemed amended so as to render it legal and enforceable and to give effect to the intent of the provision; however, if any provision cannot be so amended, it shall be deemed deleted from this Agreement without affecting or impairing any other part of this Agreement.

27. Acknowledgement

The Resident, the Resident's Spouse and/or Designated Representative acknowledge that they have been fully informed of the Resident's Bill of Rights at the Facility, of the rules and regulations and policies governing the resident's conduct and responsibilities, and that they have

received a statement of the Facility’s rules, regulations and policies and all notices required to be provided under applicable Federal and State laws.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement on the day and year first above written.

FISHKILL CENTER FOR REHABILITATION AND NURSING

By: _____

Name: _____

Title: _____

Signature of Resident

Signature of Resident’s Designated Representative

Signature of Spouse

FISHKILL CENTER FOR REHABILITATION AND NURSING (FCRN)

**22 ROBERT R. KASIN WAY
BEACON, NEW YORK 12508
PHONE: (845) 831-8704 FAX: (845) 831-3366**

Financial Disclosure Form

FCRN discloses all financial obligations of the resident prior to and upon admission throughout the intake process. Payment expectations are outlined in full within the admission agreement and financial related documents. In an effort to clearly outline these obligations, the following form has been developed.

Name of Resident: _____ Admission Date: _____

Resident Admitted for:

- Sub-Acute Care
- Long Term Placement
- Other (please explain): _____

Primary Insurance Verified as: _____

Coverage terminates: _____

Secondary coverage verified as: _____

Coverage terminates: _____

At any point during my residence at FCRN, if the above insurance coverage is exhausted or the insurance company(s) denies payment for any reason, one of the following alternative forms of payment will be rendered:

- I do not qualify for Medicaid and will be responsible to pay my bill privately. I am aware that I will be responsible for providing a 2 month advance payment at the time my insurance terminates.
- I do not have the financial resources to pay my bill once the above insurance is terminated. I will be applying for Medicaid and am aware of my monthly financial obligation as it relates to Medicaid NAMI requirements. I will forward my monthly income to FCRN during the Medicaid process and will assist with all application requirements.

I am aware of my financial obligations during my residence at FCRN. I agree with the above verified insurance and alternate payment obligations. I will do whatever I can to assure that these obligations are met and will communicate with FCRN if any of the above financial statements should need to be modified for any reason.

Signature of Resident or Designated Representative

Date

Signature of FCRN Representative

Date

PATIENT FINANCIAL RESPONSIBILITY STATEMENT

Contact Information:

Resident Name: _____

SS Number: _____

Responsible Party: _____

Billing Address: _____

Phone Number: _____

Email Address: _____

Thank you for choosing Fishkill Center for Rehabilitation and Nursing for your rehabilitation and long-term care needs. Below is an outline of the current Center rates and the options for payment of the patient responsibility of those costs. (Please note rates and fees are subject to change per the Admission Agreement.) Kindly select one of the acceptable payment methods.

_____ I agree to pay for private charges of \$_____per/day.
Initials

_____ I agree to pay for copays of \$_____per/day.
Initials

I agree to pay by: _____Credit Card _____Electronic Check

In the event that the current payor of _____ discontinues coverage from a specific date, I am aware that the facility daily private rate is _____ per/day and will be effective from the discontinued date. I am aware of this responsibility to pay the Private Rate or participate with the facility staff in the Nursing Home Medicaid Process.

_____ I agree to participate with the facility staff in the Nursing Home Medicaid Process
Initials and pay
the income due to the facility.

_____ If you are Medicaid eligible, Medicaid will cover costs in excess of your available
Initials monthly income. Patients are charged with paying that NAMI (Net Available
Monthly Income)

directly to the facility. Please indicate here to reflect your agreement to pay
NAMI of:

\$_____per/month.

Income Source: _____

Income Amount: _____

Income Source: _____

Income Amount: _____

Income Source: _____

Income Amount: _____

Allowance Amount: _____

ATTACHMENT 1

CONTACT INFORMATION

We would like your stay at the Facility to be a pleasant one. If you have any questions or concerns, please speak with the Nurse on the unit or call your social worker. We are here to help you.

Pursuant to regulations of the Department of Health, we are required to inform you of the following:

The attending physician to care for _____ while residing in Fishkill Center for Rehabilitation and Nursing is:

Physician: Ion Oltean/Jahanara Reza/Sayed Moin

Telephone Number: _____

Alternate Physician: _____

Telephone Number: _____

Social Worker: _____

The telephone number of the New York State Department of Health Hotline, which can be used to report resident mistreatment or neglect is 888-201-4563. The patient care hotline can be used 24 hours a day, seven days a week. You can also report concerns via email at the following email address: NHINTAKE@HEALTH.STATE.NY.US, or by mailing a written complaint to the New York State Department of Health at the following address:

New York State Department of Health
Centralized Complaint Intake Program
161 Delaware Avenue, Delmar, New York 12054

You may also register a complaint or voice a concern with your local or State Long Term Care Ombudsman. The respective contact information for each Ombudsman is as follows:

Dutchess County/Orange County Ombudsman
Hands on the Hudson Valley
7 Pine Woods Road, Suite 3C
Hyde Park, NY 12538

845-229-4680

Gloria Murray – gloria@hudsonvalleyltpcop.org

-and-

New York State Long Term Care Ombudsman

Phone: 1-855-582-6769 or 1-800-342-9871

Email: Claudette.royal@aging.ny.gov

Mailing address: Long Term Care Ombudsman Program, Two Empire State Plaza, Albany, New York 12223-1251

In addition, under applicable Federal and State regulations, we are required to provide you with the contact information for the following federal, state and community agencies which may be of assistance to you from time to time:

Protection and Advocacy Agency

Disability Rights New York

Phone: 800-993-8982 or 518-432-7861

Email: mail@DRNY.org

Mailing address: 725 Broadway, Suite 450, Albany, New York 12207

Aging & Disability Resource Center

New York State Office for the Aging

Phone: 1-844-697-6321 or 1-800-342-9871

Email: <https://aging.ny.gov/NYSOFA/NYSOFAEmail.cfm>

Mailing Address: New York State Office for the Aging, 2 Empire State Plaza, Albany, New York 12223-1251

Dutchess County Office for the Aging

Phone: 845-486-2555

Email: ofa@dutchessNY.gov

Mailing Address: 114 Delafield St., Poughkeepsie, NY 12601

Other State Informational Agencies

1) Office of Mental Health

Phone: 212-330-1650

Email: caren.abate@omh.ny.gov

Mailing Address: New York State Office of Mental Health, 330 Fifth Avenue, 9th Floor
New York, NY 10001-3101

Medicaid Fraud Control Unit

Phone: 212-417-5397

Email: <https://ag.ny.gov/questions-comments-attorney-general-eric-t-schneiderman>

Mailing Address: Office of the Attorney General, The Capitol, Albany, NY 12224-0341.

New York State Office of Alcoholism and Substance Abuse Services

Phone: 1-855-373-2122 or 518-473-3460

Email: legal@oasas.ny.gov

Mailing address: Office of Alcoholism and Substance Abuse Services, 501 7th Avenue, New York, NY 10018-5903

Office for People with Developmental Disabilities

Phone: 1-888-479-6763

Email: Commissioners.Correspondence.Unit@opwdd.ny.gov

Mailing address: Office for People with Developmental Disabilities, 44 Holland Avenue Albany, New York 12229

Please be advised that the telephone numbers for these agencies are also posted within the facility at various public locations.

ATTACHMENT 2

AUTHORIZATION FOR THE ESTABLISHMENT OF RESIDENT'S ACCOUNTS

YES { }

NO { }

I hereby authorize Fishkill Center for Rehabilitation and Nursing (the "Facility") to establish an Interest Bearing Account and/or a Burial Fund in my name.

I authorize the Facility to effect any and all transactions for the establishment and maintenance of these accounts including, but not limited to, the withdrawal of funds based on expenditures or cash allowances incurred or received by me.

I understand that no passbook will be issued for such accounts but that quarterly statements will be issued setting forth my account balance.

I further understand that information regarding my accounts is available upon request.

Designated Representative Signature

Resident Signature

Date: _____

ATTACHMENT 3

**FINANCIAL AGENT’S PERSONAL AGREEMENT FOR THE BENEFIT OF
RESIDENT**

AGREEMENT between **Fishkill Center for Rehabilitation and Nursing** (“Facility”) located at _____ and _____ (the “Designated Representative”), residing at _____ for the benefit of and concerning the admission of _____ (the “Resident”) pursuant to the attached Admission Agreement between the Facility and the Resident and/or Designated Representative.

WHEREAS, the Designated Representative understands that he or she is a financial agent for the Resident because the Designated Representative has access to some or all of the Resident’s assets; and

WHEREAS, the Designated Representative understands the Resident’s obligations to the Facility as set forth in the Facility’s Admission Agreement and acknowledges that the Resident wishes for the Designated Representative to comply with the attached Admission Agreement; and

WHEREAS, the Designated Representative wishes to assist the Resident and to facilitate the Resident’s admission to the Facility; and

WHEREAS, the Designated Representative agrees and acknowledges that the Facility will be relying on the Designated Representative’s Agreement herein contained;

NOW, THEREFORE, in consideration of the foregoing and for other and further valuable consideration, the parties hereby agree as follows:

A. The Designated Representative agrees to provide the following assistance to the Facility in the event such assistance is needed and requested:

1. Without incurring the obligation to pay for the cost of the Resident’s care from the Designated Representative’s own funds, the Designated Representative personally agrees to use the Designated Representative’s access to the Resident’s funds to aid the Resident in meeting his/her obligations under the Admission Agreement if such assistance is necessary to enable the Resident to comply with the terms of such Agreement.

2. More specifically, the Designated Representative personally agrees that, to the extent of his/her authority, the Designated Representative will use his/her access to the Resident’s assets to ensure continued satisfaction of the Resident’s payment obligations to the Nursing Facility and agrees not to use the Resident’s assets in such a way as to place the Nursing Facility in a position where it cannot receive payment from either the Resident’s funds or Medicaid.

3. If the Resident becomes Medicaid eligible and the Designated Representative has access to the Resident’s income, the Designated Representative personally agrees to

ensure that the Facility will be paid that part of the Monthly Medicaid rate which the Medicaid agency may direct the Resident to pay towards the cost of his/her care.

4. The Designated Representative personally agrees to assist in meeting the insurance obligations under this Agreement if necessary and if requested, by providing timely financial information and/or documentation of the Resident's assets to which the Designated Representative has access; and

5. The Designated Representative agrees to pay damages to the Facility for any breach of his/her personal obligations as set forth in this Agreement.

IN WITNESS THEREOF, intending to be legally bound, the Designated Representative hereby executes this Agreement for the benefit of the Resident as of the date indicated.

Designated Representative Signature

Type(s) of Agency (e.g. Power of Attorney, Joint Tenant on Real or Personal Property, Guardian, Conservator, Representative Payee on Pension or Social Security).

Fishkill Center for Rehabilitation and Nursing

Name: _____

Title: _____

Date: _____

A copy of the instrument(s) conferring such authority is attached hereto.

ATTACHMENT 4
CONSENT TO WITHDRAW FUNDS FROM MY PERSONAL
NEEDS ACCOUNT TO MAINTAIN MEDICAID ELIGIBILITY

Residents who wish to remain eligible for nursing home coverage under Medicaid are permitted to have personal funds and aggregate resources of \$ _____ (“Total Resources”). They may also set aside \$ _____ for a burial funds.

Each month a Resident’s personal needs account, which is maintained by the Facility, is credited with funds for the Resident’s personal use. These funds can be used to purchase any item not normally supplied by the Facility, such as a radio, a television, manicure, hairstylist, gifts, etc.

If the Resident does not use these funds, they accumulate and may cause the Total Resources to exceed \$ _____. If this occurs, the Resident may lose eligibility for Medicaid.

When the amount in the Resident’s account reaches \$200 less than the applicable SSI resource limit for on person, the Facility will notify the Resident and his/her Designated Representative.

In order to make sure the Resident does not lose Medicaid eligibility, the Resident may agree to forward any funds above \$ _____, the resource limit, to the Resident’s County Department of Social Services, by signing the statement below.

Social Services Consent

I hereby consent to the withdrawal of monies from my personal needs account number _____ when my total resources exceed _____ as such excess may from time to time occur, and hereby authorize the Facility, to make such withdrawals and to apply such excess amounts to the cost of my health care by forwarding such excess to:

DUTCHESS COUNTY DEPARTMENT OF SOCIAL SERVICES
60 MARKET STREET
POUGHKEEPSIE, NEW YORK 12601

I further understand that I can revoke this authorization at any time.

Date: _____

Resident’s Signature or Mark or Designated Representative: _____

Medicaid Number: _____

Signature of Witness: _____

Printed Name of Witness: _____

Fishkill Center for Rehabilitation and Nursing

Photographing, Videotaping, or Other Recordings Consent and Release Form

Name of resident	D.O.B	Unit

A. General Consent

____ I grant permission and authority to Fishkill Center for Rehabilitation and Nursing to (i) photograph/image, (ii) film/video record and/or (iii) audio record the above resident during his/her stay at the Facility.

I understand the photographs/images will be used for identification and other internal purposes, including internal promotions (events/activities, etc.) and mass media publications on the Facility’s intranet or internet sites, the Facility’s social media sites, or shown on television or movie presentations, in-house newsletters, photo arrays, bulletin boards, in-house TV channel and any other purposes related to the provision of care (such as quality assurance reviews, etc.) that may be necessary for the supplementation of written documentation regarding my care and medical condition(s).

B. Additional Specific Consent

____ **I further agree that the images/pictures, video and audio recordings (collectively, the “Recordings”) may be used and disclosed to the public for the following purposes:**

1. Newspaper articles or releases
 ___Y ___N
2. External marketing, promotion or publicity.
 ___Y ___N
3. Research Activities (including the publications in scientific journals).
 ___Y ___N
4. Teaching/Educational purposes
 ___Y ___N

C. Limited Consent (Identification Only)

I understand the Resident's and family's name may be used in connection with any of the foregoing.

___ I grant permission and authority to the Facility to (i) photograph/image, ii) film/video record and/or (iii) audio record the above resident for the purpose of identification (within medical record) ONLY.

I understand that I have the right to refuse participation in any photographing, videotaping, audio and/or electronic recordings and that my refusal to consent or participate will not, in any way, affect the nursing care and services provided to me by the Facility.

This authorization shall expire when it is revoked by me (or my representative), in writing. I understand that I may revoke this authorization at any time in writing, except to the extent that the Facility and its staff have taken action in reliance of this authorization. I understand that the recordings, if used for purposes authorized above, may be subject to redisclosure and may not be subject to any privacy protection. I further understand that neither I nor the Facility will receive any payment or compensation for the use or disclosure of any Recordings of me.

I hereby irrevocably release the Facility from, and waive and discharge, any and all claims, causes of action, demands, liabilities damages or rights of whatever kind that I (or my representative) may have or may later assert (at law, in equity or otherwise) against the Facility related in any way to the disclosure of the recordings as authorized herein.

Resident or Authorized Representative

Interpreter (if required)

Signature _____ Date_ Time__ Translation obtained from _____ Date Time
Print Name _____ Operator ID#/ Job Title _____ Language _____

Witness to Patient/ Authorized Representative

Signature _____ Print Name _____ Date _____ Time _____

**All images, films, and vocal recording become the property of the Facility or its representatives. This release is effective until terminated by a retraction in writing from the person granting this authorization. Such revocation shall only be effective to prevent any expanded future use of the records.*

Note: A copy of this form must be placed in the resident's file; a second copy must be sent to the Facility's Director of Activities.

FISHKILL CENTER FOR REHABILITATION AND NURSING
Compliance and Ethics Program Policy and Procedures

RESIDENT DISCHARGE AND TRANSFER POLICY

I. INTRODUCTION/POLICY

Fishkill Center for Rehabilitation and Nursing (the “Facility”) has adopted the following policy and procedures to establish standards and provide guidance for the process of transferring and discharging Residents from the Facility and providing necessary written notifications. All transfers and discharges will be undertaken only in recognition of the Residents’ rights to receive considerate and respectful care, to receive necessary care and services, and to participate in the development of the discharge care plan, and in furtherance and preservation of the rights of other Residents in the Facility. The Facility’s policies and procedures regarding transfer, discharge and the provision of all required services are the same for all Residents, regardless of source of payment.

Residents will be transferred or discharged from the Facility by the Interdisciplinary Care Team in consultation with the Resident and/or the Resident's Representative,¹ and only when it is determined that discharge criteria are met. The Facility will consult with the Resident’s physician, immediately inform the Resident and notify the Resident’s Representative, consistent with his or her authority, when a decision to transfer or discharge a Resident is reached.

II. DISCHARGE PLANNING PROCEDURES

Discharge Planning is a systematic, organized, interdisciplinary, facility-wide process that is available to assist all Residents and their families in developing a safe, appropriate and feasible post-facility plan of care. An effective discharge plan requires a psychosocial approach, coordination of the expertise of the various disciplines involved, and optimal use of institutional, family and community resources. When a Resident, or his or her Representative expresses a desire for the Resident to leave the Facility, the Facility must evaluate the Resident for discharge to the community.

A. Social Worker Responsibility

¹ “Resident Representative” means any of the following:

- (1) An individual chosen by the resident to act on his or her behalf in order to support the resident in decision-making; access medical, social or other personal information of the resident; manage financial matters; or receive notifications; Resident Representatives have the right to exercise the resident's rights to the extent those rights are delegated to the resident representative by a resident who has not been adjudged incompetent by the state court;
- (2) A person authorized by State or Federal law (including but not limited to agents under power of attorney, representative payees, and other fiduciaries) to act on behalf of the resident in order to support the resident in decision-making; access medical, social or other personal information of the resident; manage financial matters; or receive notifications;
- (3) Legal representative, as used in section 712 of the Older Americans Act; or
- (4) The court-appointed guardian or conservator of a resident.

The Social Worker has primary responsibility for coordinating, managing and implementing the discharge planning process, including the following:

1. Coordinating with the Interdisciplinary Care Team, the Resident and the Resident's Representative, as appropriate, to implement the discharge planning process.
2. Arranging for a Resident's actual transfer or discharge in coordination with the Resident/Resident Representative and Interdisciplinary Care Team.
3. Completing, organizing and forwarding all necessary forms required for the Resident's discharge.

B. Initiation and Update of Discharge Plan

1. The discharge planning process will be initiated upon admission to the Facility, and updated quarterly, annually, and whenever there is a significant change requiring an assessment, including, but not limited to when:
 - a. necessary for the Resident's welfare and the Resident's needs cannot be met after reasonable attempts at accommodation;
 - b. a Resident's health has improved sufficiently so the Resident no longer needs the services provided by the Facility;
 - c. there is a voluntary planned discharge either to the community or a lower level of care (i.e., to an adult home or supportive housing program);
 - d. the health of others within the Facility is endangered;
 - e. the safety of others within the Facility is endangered due to the clinical or behavioral status of the Resident; the risk is more than theoretical and all reasonable alternatives to transfer or discharge have been explored and have failed to safely address the problem;
 - f. there has been non-payment of services after reasonable and appropriate attempts to collect have failed;² and
 - g. the Facility discontinues operation and is implementing an approved closure plan.

The Facility may not transfer or discharge a Resident when he or she exercises the right to appeal a transfer or discharge notice, unless the failure to discharge or transfer would endanger the health or safety of the Resident or other individuals in the Facility. The Facility must document the danger that failure to transfer or discharge would pose.

² Such transfer or discharge shall be permissible only if a charge is not in dispute, no appeal of a denial of benefits is pending, or funds for payment are actually available and the Resident refuses to cooperate with the Facility in obtaining the funds. Non-payment also applies if the Resident does not submit the necessary paperwork for third party payment or after the third party (including Medicare or Medicaid) denies the claim and the Resident refuses to pay for his or her stay.

C. Assessment for Discharge

1. To ensure the continuity of quality care, the discharge planning process focuses on the Resident's discharge goals, the preparation of Residents to be active partners and effectively transition them to post-discharge care, and the reduction of factors leading to preventable readmissions.
2. Residents and Resident Representatives must be involved in the development of the discharge plan and informed of the final plan. Residents/Resident Representatives are given alternatives from which choices can be made among appropriate, available post-facility care resources.
3. The discharge planning process includes, but is not limited to, the assessment and documentation of the following components:
 - a. Resident/family assessment and counseling, which includes an evaluation of the Resident's and family's strengths and weaknesses, the Resident's medical condition/prognosis and attitude toward the illness and the Resident's and family's capacity to adapt to change.
 - b. Consideration of caregiver/support person availability and the Resident's or caregiver's/support person(s) capacity and capability to perform required care, as part of the identification of discharge needs.
 - c. The Resident's goals of care and treatment preferences.
 - d. Residents must be asked about their interest in receiving information regarding returning to the community.
 - i) If the Resident indicates an interest in returning to the community, any referrals to local contact agencies or other appropriate entities made for this purpose must be documented in the Resident's record.
 - ii) The Resident's comprehensive care plan and discharge plan, as appropriate, must be updated in response to information received from referrals to local contact agencies or other appropriate entities.
 - iii) If discharge to the community is determined to not be feasible, the identity of the person who made the determination and the supporting reasons for the determination must be documented in the Resident's record.
 - e. The Resident's financial situation.
 - f. The Resident's housing situation.
 - g. The Resident's home care needs.

4. Residents receive on-going re-evaluation to identify changes that require modification of the discharge plan. The discharge plan is updated as needed and includes the results of the assessment and information obtained from collaboration with the Resident, Resident Representative(s) and Interdisciplinary Care Team.
5. If applicable, the Social Worker will, together with the Interdisciplinary Care Team, assess the environment the Resident will be entering, focusing on safety and ability to maneuver and live in the surrounding (wheelchair accessibility, elevators, etc.).

D. Implementation of the Discharge Plan

1. Social Worker Responsibility. When discharge is the appropriate plan of action, the Social Worker will perform the following:
 - a. If discharge to the community is feasible, makes a referral to a designated local contact agency within 10 business days;
 - b. Contact the appropriate agencies providing concrete and supportive services to achieve a smooth transition and to assure continuity of care;
 - c. If the Resident's return to live at home or with family and/or significant other is deemed by the Interdisciplinary Care Team to be appropriate, makes all arrangements for home care, entitlements, etc. and documents these arrangements; coordinates with other departments, when applicable, i.e., P.T./O.T., equipment, dietary, etc.;
 - d. If the Resident transfers to a lower level of care, serve as a liaison with that agency to facilitate a smooth transition;
 - e. For Residents who are transferred to another skilled nursing facility (SNF) or who are discharged to a home health agency (HHA), inpatient rehabilitation facility (IRF), or long term care hospital (LTCH), assist Residents/Resident Representatives in selecting a post-acute care provider by using data that includes, but is not limited to SNF, HHA, IRF, or LTCH standardized patient assessment data, data on quality measures, and data on resource use to the extent the data is available. The Social Worker ensures that such data is relevant and applicable to the Resident's goals of care and treatment preferences.
 - f. After determining an appropriate discharge date with the Resident, Resident Representative, Physician and payer source, notifies the Interdisciplinary Care Team and schedules a Discharge Care Plan meeting;
 - g. Orients, and prepares the Resident and/or his/her family/significant other for transfer and provides the necessary emotional support during the transitional period;
 - h. Informs the Resident of available community-based services and documents the information given.

2. Discharge Plan of Care/Summary/Instructions. The Interdisciplinary Care Team develops the Discharge Plan of Care with the participation of the Resident and, with the Resident's consent, the Resident Representative. The Discharge Plan of Care must be designed to assist the Resident in adjusting to his or her new living environment. The Team meets with the Resident/Resident Representative at the scheduled meeting, reviews the Discharge Plan of Care with the Resident and provides the Resident with a copy. The post-discharge plan of care must indicate where the individual plans to reside, any arrangements that have been made for the Resident's follow up care and any post-discharge medical and non-medical services.

Prior to discharge, the Resident or Resident Representative will receive specific discharge instructions provided by the Interdisciplinary Care Team. Appropriate community resources, telephone numbers and contact persons will also be provided.

The discharge summary will include, but not be limited to, the following:

- a. A recapitulation of the Resident's stay that includes, but is not limited to, diagnoses, course of illness/treatment or therapy, and pertinent lab, radiology, and consultation results.
 - b. Reconciliation of all pre-discharge medications with the Resident's post-discharge medications (both prescribed and over-the-counter).
 - c. A post-discharge plan of care that is developed with the participation of the Resident and, with the Resident's consent, the Resident Representative(s), which will assist the Resident to adjust to his or her new living environment. The post-discharge plan of care must indicate where the individual plans to reside, any arrangements that have been made for the Resident's follow up care and any post-discharge medical and non-medical services.
 - d. The Resident will be given prescriptions on day of discharge. Durable medical equipment ordered prior to discharge should be at the Facility on the day of discharge to assist the Resident to his/her destination (walker, cane, etc.).
3. A final summary of the Resident's status at the time of the discharge that is available for release to authorized persons and agencies, with the consent of the Resident or Resident's Representative. This includes a comprehensive assessment of a Resident's needs, strengths, goals, life history and preferences, using the resident assessment instrument (RAI) specified by CMS. The assessment must include at least the following:
 - a. Identification and demographic information.
 - b. Customary routine.
 - c. Cognitive patterns.
 - d. Communication.

- e. Vision.
- f. Mood and behavior patterns.
- g. Psychosocial well-being.
- h. Physical functioning and structural problems.
- i. Continence.
- j. Disease diagnoses and health conditions.
- k. Dental and nutritional status.
- l. Skin condition.
- m. Activity pursuit.
- n. Medications.
- o. Special treatments and procedures.
- p. Discharge planning.
- q. Documentation of summary information regarding the additional assessment performed on the care areas triggered by the completion of the Minimum Data Set (MDS).
- r. Documentation of participation in assessment.

E. Documentation

- 1. Documentation in the Resident's medical record will reflect the discharge of the Resident and the circumstances necessitating the discharge. This documentation will be completed by:
 - a. The Resident's Physician and Interdisciplinary Care Team: when a transfer or discharge is necessary (i) for the Resident's welfare and the Resident's needs cannot be met after reasonable attempts at accommodation in the Facility (such documentation will include the receiving facility's ability to meet those needs); or (ii) because the Resident's health has improved sufficiently so the Resident no longer needs the services provided by the Facility; or
 - b. A Physician: when the health or safety of individuals in the Facility would otherwise be endangered, the risk to others is more than theoretical and all reasonable alternatives to transfer or discharge have been explored and have failed to safely address the problem; or

- c. The Social Worker or other Appropriate Member of the Interdisciplinary Care Team: when the transfer or discharge is due to non-payment or facility closure.
2. Documentation in the resident's medical record must include, at a minimum, the following:
 - a. The basis for the transfer;

The specific Resident needs that cannot be met, the Facility's attempts to meet the need(s), and the service available at the receiving facility to meet the need(s).
3. The Facility provides and documents sufficient preparation and orientation to Residents, in a form and manner that the Resident can understand, to ensure safe and orderly transfer or discharge including an opportunity to participate in deciding where to go.

F. Informing the Receiving Provider

1. The Facility will communicate appropriate information about the Resident to the receiving health care institution or provider, as applicable, which must include at minimum, the following:
 - a. Contact information of the practitioner responsible for the care of the Resident;
 - b. Resident Representative information including contact information;
 - c. Advance Directive information;
 - d. All special instructions or precautions for ongoing care, as appropriate;
 - e. Comprehensive care plan goals; and
 - f. All other necessary information, including a copy of the Resident's discharge summary, as applicable, and any other documentation to ensure a safe and effective transition of care.

G. Refunds/Conveyance Upon Discharge or Death

1. The facility must refund to the Resident or Resident Representative any and all refunds due the Resident within 30 days from the Resident's date of discharge from the facility.
2. If a Resident dies, is hospitalized or is transferred and does not return to the facility, the facility must refund to the Resident, Resident Representative, or estate, as applicable, any deposit or charges already paid, less the facility's per diem rate, for the days the Resident actually resided or reserved or retained a bed in the facility, regardless of any minimum stay or discharge notice requirements.
3. Upon the discharge, eviction, or death of a Resident with a personal fund deposited with the facility, the facility must convey, within 30 days, the Resident's funds and a final

accounting of those funds, to the Resident, or in the case of death, the individual or probate jurisdiction administering the Resident's estate, in accordance with State law.

III. NOTICE OF TRANSFER OR DISCHARGE

A. Notice

The Facility will provide the Resident, and the Resident's Representative, consistent with his or her authority, with a written notice of an impending transfer or discharge at least 30 days prior to the transfer or discharge, in writing and in a language and manner that the Resident or Representative understands (See Appendix B). Except as is described in the circumstances specified below in Paragraph B.1, the notice may be made as soon as practicable before transfer or discharge.

B. Procedure

1. The notice of transfer or discharge is provided by the Social Worker to a Resident, in accordance with federal and state regulations, at least 30 days prior to the transfer or discharge, except the notice may be made as soon as practicable before transfer or discharge when:
 - a. The safety or health of Residents in the Facility would be endangered,
 - b. The Resident's health improves sufficiently to allow for a more immediate transfer or discharge;
 - c. The Resident's urgent medical needs require an immediate transfer or discharge;
 - d. The transfer/discharge is being made in compliance with a Resident's request; or
 - e. The Resident has not resided in the Facility for 30 days.
2. Before the Facility transfers or discharges a Resident, it notifies the Resident and the Resident Representative of the transfer or discharge and the reasons for the move in writing and in a language and manner they understand. The requirements to provide notice shall apply to transfer or discharge regardless of whether the Resident consents to the discharge/transfer or is involuntarily discharged or transferred.
 - a. Facility-Initiated Transfers and Discharges.
 - i) Discharges Pertaining to hospitalized Residents. In the event the Facility makes a determination to discharge a resident while the resident is still hospitalized, the Facility must send the notice of discharge to the Resident, the Resident Representative and the New York State LTC Ombudsman ("Ombudsman"). Notice to the Ombudsman must occur at the same time as the notice of discharge is issued to the Resident and Resident Representative.

- ii) Other Facility-Initiated Discharges. For all other facility-initiated discharges, the facility must provide a copy of the notice of discharge to the Resident, Resident Representative and Ombudsman at least 30 days prior to discharge or as soon as possible.
 - b. Emergency Transfers. If a resident is temporarily transferred (on an emergency basis) to an acute care facility, a notice of transfer must be provided to the Resident and Resident Representative as soon as practicable. A copy of the notice of transfer must also be sent to the Ombudsman when practicable (e.g., in a list of residents sent on a monthly basis).
 - c. Resident-Initiated Transfers. Residents or Resident Representatives must provide verbal or written intent to leave the facility prior to the approval of a Resident-initiated transfer or discharge. The Resident's medical record must contain documentation or evidence of the verbal and/or written consent provided by the Resident or Resident Representative. A copy of the notice of transfer or discharge is not required to be sent to the Ombudsman for Resident-initiated transfers.
3. The Facility will include in the written notice the following items:
- a. Date of notice to Resident/postmark;
 - b. Resident's identity;
 - c. Effective date of proposed discharge or transfer;
 - d. Location to which the Resident is to be discharged or transferred;
 - e. Reason for proposed discharge or transfer including a brief statement of facts that clearly supports the determination to discharge or transfer the Resident;
 - f. Statement that the Resident has the right to an evidentiary hearing to appeal the proposed discharge or transfer by phone, fax or mail to the Department of Health Regional Office (with address, fax and phone number)³;
 - g. Information on how to appeal and the availability of assistance in completing and submitting an appeal;
 - h. The name, address (mail and email) and telephone number of the New York State long term care Ombudsperson;
 - i. For Residents, who are mentally disabled or who have intellectual or developmental disabilities, the address (mail and email) and telephone number of the responsible agency (i.e., Disability Rights New York);

³ When providing notice of the Resident's appeal rights, the Facility must include the name, address (mailing and email) and telephone number of the entity which receives such requests; and information on how to obtain an appeal form and assistance available at the Facility for the completion of the form and submitting of the appeal hearing request.

- j. Notice that the Resident may remain in the Facility (except in cases of urgent medical needs, health/safety of others in the Facility) pending the appeal hearing decision if the appeal request is made within 15 days of the date the Resident received the discharge/transfer notice;
 - k. Notice that the Resident is entitled to a post-transfer appeal determination within 30 days of transfer if the Resident did not request an appeal determination prior to transfer; and
 - l. Notice that the Resident may return to the Facility to the first available bed if the Resident wins the appeal.
- 4. If the information contained in the notice changes prior to effecting the transfer or discharge, the Facility must update the recipients of the notice as soon as practicable once the updated information becomes available.
 - 5. In the case of a Resident discharged/transferred due to imminent danger, the Facility is required to hold the Resident's bed until after the hearing decision. If the Resident prevails at the hearing, the Facility will readmit the Resident to his or her bed on a priority basis.⁴

IV. BED RESERVATIONS AND READMISSION

A. Policy

A reserved bed day is a day for which Medicaid pays the Facility to reserve a bed for a Medicaid recipient, who is 21 years or older, while he or she is temporarily hospitalized or on leave of absence from the facility. Residents who have resided in the Facility for at least 30 days, may be entitled to a bed hold, in accordance with the Facility's bed-hold policy for absences from the facility for hospitalization or therapeutic leave if the unit to which the Resident will return has a vacancy rate of no more than five percent (5%) and if Medicaid is the primary payer for one of those days.

B. Medicaid Payment for Reserved Beds

The bed of a Medicaid recipient who is transferred to a hospital may be reserved for no more than 14 days in a twelve-month period.

Medicaid reimbursement of the Facility for the bed of a qualified Medicaid recipient absent for therapeutic leave is limited to no more than 10 days in a twelve-month period. If the Resident's care plan documents the need for more than 10 therapeutic leave days in a twelve-month period, the Facility may allow additional visits, but will only be reimbursed for 10 therapeutic leave days per year.

⁴ In cases involving imminent danger to others in the Facility, if, after a hearing, the transfer is found to be appropriate, the Facility may charge a private pay Resident for the time the bed was held.

Medicaid will not pay facilities for a bed reserved for a resident on a leave that is not a therapeutic leave.

It is permissible for residents to privately pay for bed reservations exceeding the above limits or for which the 5% vacancy rate is not met. Privately paid days are not counted toward the 14/10 day limits. The private pay rate must be reflected in the Resident's admission agreement.

C. Procedures

1. Before the Facility transfers a Resident to a hospital or allows a Resident to go on therapeutic leave, the Facility will verbally inform and provide written information to the Resident and the Resident Representative specifying:
 - a. the duration of the state bed-hold policy during which the Resident is permitted to return and resume residence in the Facility;
 - b. the New York State Medicaid Program's reserve bed payment policy;
 - c. the Facility's policies regarding bed hold periods; and
 - d. appropriate notice before transfer, consistent with Section III of this Policy and Procedure.
2. If a Resident seeks readmission to the Facility following hospitalization or therapeutic leave that **exceeds** the bed hold period, the Facility will readmit the Resident to their previous room if available or immediately upon the first availability of a bed in a semi-private room if the Resident:
 - a. requires the services provided by the Facility; and
 - b. is eligible for Medicare skilled nursing services or Medicaid nursing home services.
3. If a Resident who has resided in the Facility for at least 30 days seeks readmission to the Facility following hospitalization or therapeutic leave **without being given a bed hold**, the Resident will be admitted to the facility immediately upon the first availability of a bed in a semi-private room if the Resident:
 - a. requires the services provided by the Facility; and
 - b. is eligible for Medicaid nursing home services.
4. A Resident's bed will be reserved for any period of temporary hospitalization when the Resident is expected to return to the Facility in 15 or fewer days⁵ except if:
 - a. medically contraindicated,

⁵ Medicaid payment for bed reservation days, however, is limited to 14 days in a twelve-month period.

- b. after hospitalization, the Resident will need a level of care that the Facility does not provide; or
 - c. the Resident does not want to return to the Facility.
5. Residents who are hospitalized and readmitted to the Facility on a priority readmission, after the bed hold period has expired, are not eligible for another 14 day bed reservation until the end of the twelve-month period.
 6. The Facility will keep records of a daily census for the purpose of determining a vacancy rate for bed reservation days. In addition, the Facility will maintain records for each Resident identifying:
 - a. when his or her 12 month period begins and ends, and
 - b. the number of hospital days and therapeutic leave of absence days claimed for the Resident in the current 12 month period.
 7. The Resident must be absent from the Facility overnight for the day to be considered a reserved bed day. A Resident is considered to be absent overnight when he or she is absent later than the time at which the Facility normally conducts its patient census.
 8. The day the recipient departs for temporary hospitalization or the leave of absence begins is counted as a reserved bed day. The day the recipient returns is not counted as a reserved bed day.

BED RESERVATION AND READMISSION POLICY

Before the facility transfers a Resident to a hospital or allows a Resident to go on therapeutic leave, the facility will verbally inform and provide written information to the Resident and the Resident Representative specifying:

1. the duration of the state bed-hold policy during which the Resident is permitted to return and resume residence in the facility;
2. the New York State Medicaid Program's reserve bed payment policy;
3. the facility's policies regarding bed hold periods; and
4. appropriate notice before transfer.

A. For Private Pay and Medicare Part A Residents: The facility will hold the resident's bed when the resident is hospitalized only if payments to the facility are current and there are no outstanding balances due and owing to the facility. To hold the resident's bed, the resident (or the resident's representative) must satisfy one of the following requirements: (1) At the time of

admission, a (14) day advance bed hold allowance was pre-paid; or (2) a two-month advance payment was made at the time of admission; or (3) the facility receives a fourteen (14) day payment from the resident, family and/or resident representative by the first day following hospital admission. The private pay rate must be reflected in the resident's admission agreement.

B. Readmission: When a private pay resident is transferred to the hospital without a bed hold or when the bed hold is discontinued by the resident or the resident's representative, if the resident wishes to return to the facility at the end of the resident's hospitalization, the resident, unless the resident has been formally discharged from the facility, will be given a priority in readmission to a semi-private room over persons referred to the facility for their initial admission to the facility.

C. For Medicaid Residents:

1. Therapeutic Leave: Medicaid will pay for a bed hold⁶ for therapeutic leaves of absences for visits to a health care professional that are expected to improve the resident's physical condition or quality of life and that are consistent with the resident's plan of care and ordered by the resident's treating health care professional ("Therapeutic Leave"), for an aggregate cumulative total of 10 days per 12-month. Notwithstanding, Medicaid will not pay for a bed hold for Therapeutic Leave if any of the following conditions are applicable:

- (i) The resident has not resided in the facility for a period of at least 30 days from the date of the resident's initial admission to the facility;
- (ii) The facility's vacancy rate for the applicable unit at the time of the Resident's hospitalization or Therapeutic Leave is greater than that allowed by Medicaid (currently 5%);
- (iii) The resident has exhausted his/her cumulative total of 10 days in the given 12- month period.

When Medicaid payment for a bed hold for a Medicaid resident is unavailable the resident or the resident's representative may arrange to have the resident's bed held by paying the facility privately for the bed hold.

2. Temporary Hospitalization: By amendment to the Public Health Law, effective April 1, 2017, Medicaid will no longer reimburse the facility for reserved bed days of residents who are temporarily hospitalized. The facility however is required to hold the same bed in the same room for such hospitalized residents for a period of 14 days in a 12 month period.⁷

⁶ The payment rate is 95% of the Medicaid rate otherwise payable to the facility for services provided on behalf of the resident.

⁷ **Note:** Per Dear Administrator Letter, dated May 12, 2017, the NY Department of Health notified facilities that they will continue to pay for reserved bed days for temporarily hospitalized residents until emergency regulations are adopted.

(i) A Resident's bed will be reserved for any period of temporary hospitalization when the Resident is expected to return to the facility in 15 or fewer days⁸ except if:

- medically contraindicated,
- after hospitalization, the Resident will need a level of care that the facility does not provide; or
- the Resident does not want to return to the facility.

3. Readmission: When Medicaid payment for a bed hold is unavailable, unless the resident has been formally discharged from the facility, the resident will be readmitted to the facility as follows:

(i) When the bed hold days per 12-month period are exhausted during a hospitalization or Therapeutic Leave, the bed hold will cease and the resident will be readmitted to the facility immediately upon the first availability of a bed in a semi-private room so long as the resident requires the services of the facility and is eligible for Medicaid covered nursing home services.

(ii) When a Medicaid resident who has resided in the facility for at least 30 days is transferred to the hospital or goes out on a Therapeutic Leave under circumstances where Medicaid will not pay for a bed hold, the resident will be readmitted to the facility immediately upon the first availability of a bed in a semi-private room so long as the resident requires the services of the facility and is eligible for Medicare skilled nursing services or Medicaid nursing home services.

(iii) If a Medicaid resident has not resided in the facility for a period of at least 30 days from the resident's initial admission to the facility, the resident will be given priority in readmission to a semi-private room over persons referred to the facility for their initial admission to the facility.

4. Residents who are hospitalized and readmitted to the facility on a priority readmission, after the bed hold period has expired, are not eligible for another 14 day bed reservation until the end of the twelve-month period.

5. The facility will keep records of a daily census for the purpose of determining a vacancy rate for bed reservation days. In addition, the facility will maintain for each Resident records identifying:

- (i) when his or her 12 month period begins and ends, and

⁸ Medicaid payment for bed reservation days, however, is limited to 14 days in a twelve-month period.

(ii) the number of hospital days and therapeutic leave of absence days claimed for the Resident in the current 12 month period.

6. The Resident must be absent from the facility overnight for the day to be considered a reserved bed day. A Resident is considered to be absent overnight when he or she is absent later than the time at which the facility normally conducts its patient census.

7. The day the recipient departs for temporary hospitalization or the leave of absence begins is counted as a reserved bed day. The day the recipient returns is not counted as a reserved bed day.

PLEASE NOTE THAT MEDICAID COVERAGE STANDARDS MAY CHANGE BASED ON MANDATES OF THE STATE DEPARTMENT OF HEALTH OR CHANGES IN LAW. ADDITIONALLY, YOUR MANAGED LONG TERM CARE PLAN OR OTHER MANAGED CARE COVERAGE MAY PROVIDE DIFFERENT COVERAGE STANDARDS THAN THE POLICY SET FORTH ABOVE.

Fishkill Center for Rehabilitation and Nursing

VOTING

Resident's Name: _____

Are you interested in voting in the State/Federal elections?

___Yes ___No

Are you a registered voter?

___Yes ___No

Date

Resident/Responsible Party

—

Relationship (if Responsible Party)

Fishkill Center for Rehabilitation and Nursing

Veteran's Benefits/Status Form

Name of Resident: _____

Are you or your spouse considered to be a Veteran within the United States Armed Forces?

Yes No

If you or your spouse are considered to be a Veteran, you may be entitled to some financial assistance through the Aide and Attendance Program offered through your local and state Veterans Association. Should you feel you may be eligible, please contact your local Veterans Service Agency and be prepared to have the following information available:

- Veteran and/or Spouse's Name
- Veteran and/or Spouse's Date of Birth
- Veteran and/or Spouse's Social Security Number
- Veteran's Branch of Service
- Date of active service and release of service
- A copy of Military separation record
- Veteran's marriage license if filing on behalf of spouse
- Veteran's death certificate if filing on behalf of living spouse
- Monthly income and expenses
- Monthly VA Pension verification if applicable

Signature of Resident or Responsible Party

Date

Fishkill Center for Rehabilitation and Nursing

**Specialty Services
Authorization for Services & Assignments of Benefits**

I, _____, hereby authorize and agree to have the below indicated medical and health related services provided by the designated service providers, the practice entities. Employees, physicians, affiliates, partners, or independent contractors.

- __ Podiatry, provided by: _____
- __ Dentistry, provided by: _____
- __ Audiology, provided by: _____
- __ Optometry, provided by: _____
- __ Psychology, provided by: _____
- __ Psychiatry, provided by: _____

I agree to release any medical information to any third party administrator or insurer to determine benefits for the purposes of reimbursement. When applicable, I authorize payment of Medicare and/or other insurance benefits to the above indicated service providers for services furnished to me. I request that payment of Medicare benefits be paid or assigned to any of the aforementioned providers on my behalf.

I agree to be financially responsible for any and all deductibles, coinsurance, non-covered services as determined by Medicare, Medigap, primary health insurer, secondary health insurer, or third party insurer.

Name of Resident – Print

Signature of Resident

Date

Signature of Resident Spouse or
Designated Representative

Date

Fishkill Center for Rehabilitation and Nursing

Medicare Determination Form

Name of Resident: _____

Medicare law requires that we determine if another insurer might cover your medical services. In order to assist us in the correct billing of these services, we request that you answer the following questions:

PART I

1. Are you receiving Black Lung (BL) Benefits? Yes___ No___
2. Has the Department of Veterans' Affairs (DVA) authorized and agreed to pay for care at this Facility? Yes___ No___
3. Was the illness/injury due to a work-related accident? Yes___ No___

PART II

1. Was illness/injury due to a non-work-related accident? Yes___ No___
2. Was the illness/injury caused by an automobile accident? Yes___ No___
3. Was another party responsible for this accident? Yes___ No___

PART III

1. Are you entitled to Medicare based on Disability? Yes___ No___
2. Are you entitled to Medicare based on ESRD? Yes___ No___

STOP: If you answered yes to any of the above questions further information needs to be obtained by Admissions, as Medicare may not be primary. If you answered "No" to the above:

CONTINUE

1. Are you entitled to Medicare based on Age? Yes___ No___

PART IV – Age

1. Are you or your spouse currently employed? Yes___ No___
If so, Name and Address of your employer:

If the patient is eligible for Medicare based on age and answered no to PART IV do not proceed, Medicare is primary.



Your Information. Your Rights. Our Responsibilities.

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.

Your Rights

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

Get a copy of your health and claims records

- You can ask to see or get a copy of your health and claims records and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your health and claims records, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

Ask us to correct health and claims records

- You can ask us to correct your health and claims records if you think they are incorrect or incomplete. Ask us how to do this.
- We may say "no" to your request, but we'll tell you why in writing within 60 days.

Request confidential communications

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will consider all reasonable requests, and must say "yes" if you tell us you would be in danger if we do not.

continued on next page

Your Rights *continued*

Ask us to limit what we use or share

- You can ask us **not** to use or share certain health information for treatment, payment, or our operations.
- We are not required to agree to your request, and we may say “no” if it would affect your care.

Get a list of those with whom we’ve shared information

- You can ask for a list (accounting) of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

Get a copy of this privacy notice

- You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

Choose someone to act for you

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.

File a complaint if you feel your rights are violated

- You can complain if you feel we have violated your rights by contacting us using the information on page 1.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/.
- We will not retaliate against you for filing a complaint.

Your Choices

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in payment for your care
- Share information in a disaster relief situation
- Contact you for fundraising efforts

If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

In these cases we never share your information unless you give us written permission:

- Marketing purposes
- Sale of your information

Our Uses and Disclosures

How do we typically use or share your health information? We typically use or share your health information in the following ways.

Help manage the health care treatment you receive

- We can use your health information and share it with professionals who are treating you.

Example: A doctor sends us information about your diagnosis and treatment plan so we can arrange additional services.

Run our organization

- We can use and disclose your information to run our organization and contact you when necessary.
- **We are not allowed to use genetic information to decide whether we will give you coverage and the price of that coverage.** This does not apply to long term care plans.

Example: We use health information about you to develop better services for you.

Pay for your health services

- We can use and disclose your health information as we pay for your health services.

Example: We share information about you with your dental plan to coordinate payment for your dental work.

Administer your plan

- We may disclose your health information to your health plan sponsor for plan administration.

Example: Your company contracts with us to provide a health plan, and we provide your company with certain statistics to explain the premiums we charge.

continued on next page

How else can we use or share your health information? We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html.

Help with public health and safety issues	<ul style="list-style-type: none">• We can share health information about you for certain situations such as:<ul style="list-style-type: none">• Preventing disease• Helping with product recalls• Reporting adverse reactions to medications• Reporting suspected abuse, neglect, or domestic violence• Preventing or reducing a serious threat to anyone's health or safety
Do research	<ul style="list-style-type: none">• We can use or share your information for health research.
Comply with the law	<ul style="list-style-type: none">• We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.
Respond to organ and tissue donation requests and work with a medical examiner or funeral director	<ul style="list-style-type: none">• We can share health information about you with organ procurement organizations.• We can share health information with a coroner, medical examiner, or funeral director when an individual dies.
Address workers' compensation, law enforcement, and other government requests	<ul style="list-style-type: none">• We can use or share health information about you:<ul style="list-style-type: none">• For workers' compensation claims• For law enforcement purposes or with a law enforcement official• With health oversight agencies for activities authorized by law• For special government functions such as military, national security, and presidential protective services
Respond to lawsuits and legal actions	<ul style="list-style-type: none">• We can share health information about you in response to a court or administrative order, or in response to a subpoena.

Pursuant to New York State law, we will not release psychotherapy notes pertaining to your medical treatment to any individual or entity.

We will not disclose your mental health records, drug abuse treatment records, alcohol abuse treatment records or HIV related records without your express written authorization unless otherwise permitted or required by law.

Our Responsibilities

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html.

Changes to the Terms of This Notice

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, on our web site, and we will mail a copy to you.

Effective Date: May 1, 2017

This Notice of Privacy Practices applies to the following organizations.

Fishkill Center for Rehabilitation and Nursing

Compliance Officer: Veronica Zias, 845-231-5749

Fishkill Center for Rehabilitation and Nursing

Important Documents

Table of Contents

The following documents have been enclosed to inform you about the policies of the Facility and your rights as a resident:

- Welcome Letter
- Resident Rights
- Resident Responsibilities
- A Guide to Reporting Patient Abuse
- Resident Complaints/Grievances/Recommendations
- Patient's Bill of Rights Regarding Pain
- Senior Citizen Lease Termination Law
- Reimbursement System for Long Term Care
- Resident Laundry Policy and Procedure
- Inventory of Personal Belongings
- Restraint Practice
- Resident Smoking Policy
- Translation Phone Line
- Extension Cord and Resident Electronics Policy
- Visiting Hours Policy
- Ombudsman/Hotline Information
- Advance Directives
- Deciding about Health Care – A Guide for Patients and Families
- Video/Photo Prohibition Policy
- Falls Prevention Program

Welcome Letter

Welcome to Fishkill Center for Rehabilitation and Nursing (FCRN)!

We would like to extend our warmest welcome as you begin your stay with us.

We understand that making a change in your living arrangements can be difficult transition, regardless if you are here for short-term rehabilitation or long-term care. It may take some time to become accustomed to new people, new surroundings and a new routine, but please be rest assured in knowing that our devoted staff is here to help you and to provide you with the comforts of home.

This packet is provided to assist you and your family in becoming acquainted with various policies and NYS regulations that you are entitled to be informed of as it relates to your rights as a resident within FCRN. Please take the time to review the contents and feel free to ask any additional questions you may have.

We believe every resident is entitled to express their concerns or suggestions regarding their personal care. At anytime during your stay, should you or your family have an issue regarding your care, please feel free to discuss this with any of the nurses, our social worker or the administrator. We take all issues seriously and will work diligently to develop a solution.

We are here to ensure that your transition with us is as smooth and seamless as possible. Thank you for entrusting your care to us.

Your Rights and Protections as a Nursing Home Resident

What are my rights in a nursing home?

As a nursing home resident, you have certain rights and protections under Federal and state law that help ensure you get the care and services you need. You have the right to be informed, make your own decisions, and have your personal information kept private.

The nursing home must tell you about these rights and explain them in writing in a language you understand. They must also explain in writing how you should act and what you're responsible for while you're in the nursing home. This must be done before or at the time you're admitted, as well as during your stay. You must acknowledge in writing that you got this information.

At a minimum, Federal law specifies that nursing homes must protect and promote the following rights of each resident. You have the right to:

- **Be Treated with Respect:** You have the right to be treated with dignity and respect, as well as make your own schedule and participate in the activities you choose. You have the right to decide when you go to bed, rise in the morning, and eat your meals.
- **Participate in Activities:** You have the right to participate in an activities program designed to meet your needs and the needs of the other residents.
- **Be Free from Discrimination:** Nursing homes don't have to accept all applicants, but they must comply with Civil Rights laws that say they can't discriminate based on race, color, national origin, disability, age, or religion. The Department of Health and Human Services, Office for Civil Rights has more information. Visit <http://www.hhs.gov/ocr>.
- **Be Free from Abuse and Neglect:** You have the right to be free from verbal, sexual, physical, and mental abuse. Nursing homes can't keep you apart from everyone else against your will. If you feel you have been mistreated (abused) or the nursing home isn't meeting your needs (neglect), report this to the nursing home, your family, your local Long-Term Care Ombudsman, or State Survey Agency. The nursing home must investigate and report all suspected violations and any injuries of unknown origin within 5 working days of the incident to the proper authorities.
- **Be Free from Restraints:** Nursing homes can't use any physical restraints (like side rails) or chemical restraints (like drugs) to discipline you for the staff's own convenience.
- **Make Complaints:** You have the right to make a complaint to the staff of the nursing home, or any other person, without fear of punishment. The nursing home must address the issue promptly.
- **Get Proper Medical Care:** You have the following rights regarding your medical care:
 - To be fully informed about your total health status in a language you understand.
 - To be fully informed about your medical condition, prescription and over-the-counter drugs, vitamins, and supplements.
 - To be involved in the choice of your doctor.
 - To participate in the decisions that affects your care.
 - To take part in developing your care plan. By law, nursing homes must develop a care plan for each resident. You have the right to take part in this process. Family members can also help with your care plan with your permission.

- To access all your records and reports, including clinical records (medical records and reports) promptly (on weekdays). Your legal guardian has the right to look at all your medical records and make important decisions on your behalf.
- To express any complaints (sometimes called “grievances”) you have about your care or treatment.
- To create advance directives (a health care proxy or power of attorney, a living will, after-death wishes) in accordance with State law.
- To refuse to participate in experimental treatment.
- **Have Your Representative Notified:** The nursing home must notify your doctor and, if known, your legal representative or an interested family member when the following occurs:
 - You’re involved in an accident and are injured and/or need to see a doctor.
 - Your physical, mental, or psychosocial status starts to get worse.
 - You have a life-threatening condition.
 - You have medical complications.
 - Your treatment needs to change significantly.
 - The nursing home decides to transfer or discharge you from the nursing home.
- **Get Information on Services and Fees:** You have the right to be told in writing about all nursing home services and fees (those that are charged and not charged to you) before you move into the nursing home and at any time when services and fees change. In addition:
 - The nursing home can’t require a minimum entrance fee if your care is paid for by Medicare or Medicaid.
 - For people seeking admission to the nursing home, the nursing home must tell you (both orally and in writing) and also display written information about how to apply for and use Medicare and Medicaid benefits.
 - The nursing home must also provide information on how to get a refund if you paid for an item or service, but because of Medicare and Medicaid eligibility rules, it’s now considered covered.
- **Manage Your Money:** You have the right to manage your own money or to choose someone you trust to do this for you. In addition:
 - If you deposit your money with the nursing home or ask them to hold or account for your money, you must sign a written statement saying you want them to do this.
 - The nursing home must allow you access to your bank accounts, cash, and other financial records.
 - The nursing home must have a system that ensures full accounting for your funds and can’t combine your funds with the nursing home’s funds.
 - The nursing home must protect your funds from any loss by providing an acceptable protection, such as buying a surety bond.
 - If a resident with a fund dies, the nursing home must return the funds with a final accounting to the person or court handling the resident’s estate within 30 days.
- **Get Proper Privacy, Property, and Living Arrangements:** You have the following rights:
 - To keep and use your personal belongings and property as long as they don’t interfere with the rights, health, or safety of others.

- To have private visits.
- To make and get private phone calls.
- To have privacy in sending and getting mail and email.
- To have the nursing home protect your property from theft.
- To share a room with your spouse if you both live in the same nursing home (if you both agree to do so).
- The nursing home has to notify you before your room or your roommate is changed and should take your preferences into account.
- To review the nursing home's health and fire safety inspection results.
- **Spend Time with Visitors:** You have the following rights:
 - To spend private time with visitors.
 - To have visitors at any time, as long as you wish to see them, as long as the visit does not interfere with the provision of care and privacy rights of other residents.
 - To see any person who gives you help with your health, social, legal, or other services may at any time. This includes your doctor, a representative from the health department, and your Long-Term Care Ombudsman, among others.
- **Get Social Services:** The nursing home must provide you with any needed social services, including the following:
 - Counseling.
 - Help solving problems with other residents.
 - Help in contacting legal and financial professionals.
 - Discharge planning.
- **Leave the Nursing Home:**
 - **Leaving for visits:** If your health allows, and your doctor agrees, you can spend time away from the nursing home visiting family or friends during the day or overnight, called a "leave of absence." Talk to the nursing home staff a few days ahead of time so the staff has time to prepare your medicines and write your instructions. **Caution:** If your nursing home care is covered by certain health insurance, you may not be able to leave for visits without losing your coverage.
 - **Moving out:** Living in a nursing home is your choice. You can choose to move to another place. However, the nursing home may have a policy that requires you to tell them before you plan to leave. If you don't, you may have to pay an extra fee.
- **Have Protection Against Unfair Transfer or Discharge:** You can't be sent to another nursing home, or made to leave the nursing home, unless any of the following are true:
 - It's necessary for the welfare, health, or safety of you or others.
 - Your health has improved to the point that nursing home care is no longer necessary.
 - The nursing home hasn't been paid for services you got.
 - The nursing home closes.

You have the following rights:

- You have the right to appeal a transfer or discharge to the State.
- The nursing home can't make you leave if you're waiting to get Medicaid.
- Except in emergencies, nursing homes must give a 30-day written notice of their plan and reason to discharge or transfer you.

- The nursing home has to safely and orderly transfer or discharge you and give you proper notice of bed-hold and/or readmission requirements.
- **Form or Participate in Resident Groups:** You have a right to form or participate in a resident group to discuss issues and concerns about the nursing home’s policies and operations. Most homes have such groups, often called “resident councils.” The home must give you meeting space and must listen to and act upon grievances and recommendations of the group.
- **Have Your Family and Friends Involved:** Family and friends can help make sure you get good quality care. They can visit and get to know the staff and the nursing home’s rules. Family members and legal guardians may meet with the families of other residents and may participate in family councils, if one exists. Family members can help with your care plan with your permission. If a family member or friend is your legal guardian, he or she has the right to look at all medical records about you and make important decisions on your behalf.

Resident Responsibilities

The resident responsibilities shall ensure that each resident admitted to FCRN:

1. Is fully informed, as evidenced by the resident's written acknowledgement, prior to or at the time of admission and during their stay, of the responsibilities and is given an explanation of the resident's responsibility to obey all reasonable regulations of FCRN and to respect the personal rights and private property of other residents;
2. Is responsible for providing, to the best of the resident's knowledge, accurate and complete information about present complaints, past illnesses and hospitalizations, medications, and other matters relating to the resident;
3. Is responsible for reporting unexpected changes in the resident's condition to the responsible practitioner
4. Is responsible for making it known whether the resident clearly comprehends a contemplated course of action and what is expected of the resident;
5. Is responsible for following the resident care plan recommended by the practitioner primarily responsible for the resident's care and for following FCRN rules and regulations affecting resident care and conduct. This includes following the instructions of nurses and other health professionals as they carry out the coordinated plan of care and implement the responsible practitioner's orders and as they enforce the applicable rules and regulations.
6. Is responsible for resident's actions if they refuse treatment or do not follow the practitioner's instructions.

A Guide to the Patient Abuse Reporting Law

What is the Patient Abuse Reporting Law?

The patient abuse reporting law was enacted to protect patients in residential health care facilities. The law requires that incidents of physical abuse, mistreatment, or neglect of patients in residential health care facilities (nursing homes) be reported to the New York State Department of Health's Office of Health Systems Management (OHSM) for investigation.

What constitutes Physical Abuse, Mistreatment or Neglect?

Physical abuse means inappropriate physical contact, such as striking, pinching, kicking, shoving, bumping, or sexual molestation. Mistreatment refers to inappropriate use of medication, isolation, physical restraints or chemical restraints. Neglect means failure to provide timely, safe, consistent, adequate and appropriate services, care and treatment to patients. These services include nutrition, medication, therapies, sanitary clothing and surrounding and daily activities of living.

Who must report an incident?

Every residential health care facility employee, including administrators, operators and all licensed professionals (whether or not employed by a residential health care facility) must report occurrences of patient physical abuse, mistreatment or neglect committed by anyone other than another patient.

Failure to report an instance of patient physical abuse, mistreatment or neglect is a violation of the Public Health Law and may be punishable by a fine of up to \$2,000. Further, if a health care professional licensed by the State Education Department (e.g., RN, LPN, MD, etc.) fails to report, the licensing board will be notified and disciplinary action may result.

How is an individual protected after abuse is reported?

The law prohibits a facility from discharging, discriminating against or harassing an employee, patient, relative or anyone else from making a report in good faith.

How is a report made?

Individuals having knowledge or reason to believe that physical abuse, mistreatment or neglect has occurred should call OHSM immediately. Phone numbers for OHSM area offices are listed at the end of this brochure and are posted in each facility. An after-hours telephone number is also listed.

In addition to the phone report, the patient abuse reporting law requires that a written report of summary of the incident be filed with OHSM. Report forms are available at residential health care facilities.

What follows when a report is made?

Within 48 hours of receiving the telephone report, OHSM officials begin an onsite investigation into the alleged incidents. The investigation is conducted in a manner that protects the confidentiality of the person who filed the report and safeguards the patients. Anyone who is accused of patient abuse will be notified by OHSM that they are the subject of an investigation

and will be given an opportunity to provide information and/or statement. The investigation report is then reviewed to determine if there is sufficient evidence to find that the incident actually occurred as reported. The accused individual and the facility will be notified of the findings.

What happens after the investigation and the review are completed?

After investigation and review, anyone found to have committed patient abuse has the right to request a hearing. The request for a hearing must be made within 30 days.

At the hearing, the accused person can ask that the finding and the record either be amended or destroyed. The accused has the right to be represented by an attorney, to witness, to cross-examine witnesses and present any additional information that might affect the finding. After the hearing, a decision is made whether to amend or destroy the finding or whether to uphold the finding and levy a fine of up to \$2,000.

In order to expedite due process, the department offers prehearing conferences. These informal conferences present an opportunity for accused individuals and the attorney to resolve a case prior to a formal administrative hearing. At the conference, the accused person is allowed to discuss the case with Department of Health staff, including Office of Counsel representatives and provide relevant information. After discussion, the accused is informed of the department's position and proposal for settlement. If acceptable to the accused, the case may be resolved at this point, subject to the approval of the Commissioner of Health. This process provides for a more timely resolution of cases. Although such conferences are available, the option of a formal administrative hearing remains. If an investigation finds insufficient evidence that a reported offense has been committed, the identifying information in the records is destroyed.

Could abuse of a patient from another patient be reported?

The law doesn't require that patients abusing other patients be reported to OHSM. Individuals may report these incidents, however, and each will be investigated and appropriate action will be taken.

Employees also are encouraged to notify facility administrators of patient problems so that corrective action can be taken on the patients' behalf.

The addresses and telephone numbers of the OHSM area office patient care investigators are listed below. Reports should be made directly to these office from 8am-4:30pm, Monday through Friday. After hours, weekends and holidays, call (888) 201-4563. Collect calls are accepted at all numbers.

NORTHEASTERN AREA OFFICE
Frear Building – 2nd Floor
Fulton & Third Streets
Troy, New York 12180-3298
(518) 271-2680

BUFFALO AREA OFFICE
584 Delaware Avenue
Buffalo, New York 14202
(716) 847-4324

ROCHESTER AREA OFFICE
Bevier Building
42 South Washington Street
Rochester, New York 14608
(716) 423-8086

SYRACUSE AREA OFFICE
677 South Salina Street
Syracuse, New York 13202
(315) 426-7666

NEW ROCHELLE AREA OFFICE
145 Huguenot Street – 6th Floor
New Rochelle, New York 10801
(914) 654-7000

Hauppauge Sub-Office
(Nassau & Suffolk Counties only)
300 Motor Parkway
Hauppauge, New York 11788
(516) 231-1880

NEW YORK CITY AREA OFFICE
5 Penn Plaza – 5th Floor
New York, New York 10001-1803
(212) 613-2500

Resident Grievance/Complaint Procedures

A resident, his or her representative (sponsor), family member, visitor or advocate may file a *verbal* or *written* grievance or complaint concerning treatment, abuse, neglect, harassment, medical care, behavior of other residents or staff members, theft of property, missing property, etc., without fear of threat or reprisal in any form. Grievances pertaining to missing items/clothes must be made within 5 business days of when item was discovered missing.

You are requested to follow the procedures outlined below when filing a **written** grievance or complaint:

1. Obtain a Resident Grievance/Complaint Form or Missing Property form from the nurses' station or from the reception desk.
2. Answer all questions on the form, as applicable. Be sure that all information is accurate.
3. Be sure that you sign and date the form.
4. Give the completed form to your social worker. You may also leave the form with the supervisor on duty, or you may slide it under the office door of the appropriate person you wish to handle the grievance or complaint.
5. Within 10 working days of the date you filed the grievance; you will receive a written/oral summary of the results of the investigation. (**Note: Complaints of abuse, harassment, or mistreatment will be immediately investigated and you will receive a written/oral report of the findings, recommendations, and/or corrective action taken within several days of the filing of the report.**)
6. Should you disagree with the findings, recommendations, or actions taken, you may meet with the Administrator, or you may file a complaint with any of the advocacy agencies listed on the residents' bulletin board.
7. It is the policy of this facility to assist you in filing a grievance or complaint. Should you feel that our staff has not assisted you in this matter, or you feel that you are being discriminated against for taking such steps, you are encouraged to report such incidents to the Administrator at once.
8. Policies governing our abuse prevention/reporting program are available. This information is located on the nursing units.

Patients Bill of Rights Regarding Pain

As a resident of Fishkill Center for Rehabilitation and Nursing, you have a right to:

- Have your pain prevented or controlled adequately
- Have your questions about pain answered freely
- Receive information about pain and pain relief measures available
- Work with your doctor and other health professionals to develop a plan to manage your pain
- Know what medication or treatment will be given
- Know the risks, benefits, and side effects of treatment
- Know what alternative pain treatments may be available
- Be believed when you say you have pain
- Have your pain assessed on an individual basis
- Ask for changes in treatments if your pain persists
- Receive compassionate and sympathetic care
- Receive pain medication on a timely basis
- Refuse treatment without prejudice from your Health Care Provider
- Seek a second opinion or request from a pain care specialist
- Include family in decision-making process
- Remind those who care for you that pain management is part of your care

Senior Citizen Lease Termination Law

There are times when senior citizens find it necessary to move due to changes in their health or financial situations. They may have signed lease arrangements which they are reluctant to break because of penalties in those contracts. New York State has very specific laws regulating and permitting lease termination for senior citizens.

Section 227(a) of New York State Real Property Law spells out the rights of people aged 62 or older, or who will become aged 62 during the term of the lease or the rental agreement before the specified time period ends, and Section 227(a) specifies the conditions under which the termination can take place.

Terminating a lease according to the stipulations of Section 227(a) is a legal termination and is not a lease violation.

This law applies to any type of building or property that the older person is occupying for dwelling purposes (is living there).

This law applies to any leaseholder (the person whose name is on the lease) who is aged 62 years or older, or who will become aged 62 during the term of the lease or rental agreement. The law also applies to leaseholder's husband or wife who is aged 62 or older or who will become aged 62 during the lease's term.

When the lease is terminated, the tenant no longer is responsible for making rent payments to the landlord.

An older tenant can terminate the lease or rental agreement to move into any of the following types of living arrangements:

- Adult Care Facility (four types, commonly known as Adult Home, Enriched Housing Program, Family Type Home or Residence for Adults);
- Nursing Home;
- Subsidized housing (senior housing or housing meant for tenants of all ages)
- Less expensive senior housing; or
- The home of a family member (after having been certified by a physician as (1) being no longer able, for medical reasons, to live independently, and (2) requiring assistance with instrumental or other activities of daily living).

An older tenant can terminate the lease and move into one of the above alternative living arrangements by notifying the landlord/owner/lessor. The notification must:

- Be made in writing and signed by the tenant (or tenant's legal representative);
- Delivered to the owner or the owner's agent; and
- Include documentation showing he/she has been notified that he/she can now move into one of the alternatives above; or, if moving in with a family member, include a physician's certification that he/she meets the health-related requirements to live with a family member, as well as the family member's documentation that he/she is related to the tenant and that the tenant will live with them for at least six months.

The termination will take effect 30 days after the day upon which the next rental payment is due and payable.

(This information has been taken directly from the New York State Office for the Aging “Guide to Senior Housing.”)

Section 227(a) of the Real Property Law also imposed the following penalties upon the landlord if he or she does not comply:

If anyone interferes with the removal of your property from the premises, they will be found guilty of a misdemeanor and will be either imprisoned for up to one year or fined up to \$1,000 or both.

Reimbursement System for Long Term Care

Resource Utilization Groups

Please be advised that all residents in Residential Health Care facilities in the State of New York, including FCRN, will be assessed twice a year in order to determine the relative resource utilization of each resident.

The relative resource utilization score is a clinical score that is assigned based on each resident's medical and physical needs. The score is then calculated to correspond with the Facility's reimbursement rates.

The Facility is obligated to compile and transmit this data in accordance with Federal and State law.

Minimum Data Set (MDS)

The facility participates with Medicare and Medicaid. As such, the Facility is required through New York State and Federal government to comply with various regulations.

In addition to the NYS Resource Utilization Group Assessment, in order to receive reimbursement for services provided, the Facility is required to electronically transmit a completed Minimum Data Sheet (MDS) for each resident. The MDS is an assessment document, completed at regularly scheduled intervals primarily by the nursing staff and other team members, including dietary, rehabilitation, therapeutic recreation and social services staff members. The MDS defines the acuity of a resident's care needs and determines the content of the resident's care plan.

Resident Laundry Policy and Procedure

The Facility will launder resident personal laundry, with the approval of the resident and/or designated representative.

It is recommended that clothing be machine washable. All machine washable clothing is laundered by the Facility at no charge. The resident or designated representative is responsible to pay for all clothing that is to be dry-cleaned.

It is the policy of the Facility to inventory all residents' belongings at the time of admission. This is done by the family and front desk personnel at the front desk at the time of admission. An inventory sheet is prepared and placed in the resident medical chart where it becomes a permanent part of the medical record.

Inventory of Resident Belongings

It is the responsibility of the resident or sponsor who delivers resident clothing to bring them to the front desk to have them labeled. The family member and the front desk personnel will log the new items on the inventory sheet. All items will be labeled immediately.

Items delivered to the resident after the initial admission will also need to be properly labeled and added to the inventory sheet by bringing the items to the front desk for labeling. Any possessions not properly identified on the inventory listing or properly labeled will not be the responsibility of the Facility. Inventory listings for items with a value greater than \$50.00 must indicate the approximate value of the item at the time it is inventoried. Items removed from the resident's possession must also be noted and removed from the inventory listing.

Dry Cleaning

Under New York State Health Department regulation, the Facility is responsible to launder (wash) resident's personal clothing, exclusive of outer garments and clothes that require dry cleaning.

Any apparel that needs dry cleaning or special cleaning treatment other than washing can be serviced by an outside vendor (cleaners).

Loss/Replacement of Clothing

A clothing request form is made out by the unit nurse when a resident requires clothing. This form is given to the Social Worker to mail to the resident's sponsor. The social worker retains a copy of each clothing request.

If an article of clothing is damaged by the laundry service, the Facility will be responsible for its replacement. Only clothing that is properly labeled, is suitable for the laundry service, and is properly inventoried. will be replaced.

Restraint Practice

Fishkill Center for Rehabilitation and Nursing shall provide residents with considerate and respectful care designated to promote the resident's independence and dignity in the least restrictive environment commensurate with the resident's preference and physical mental status. It is the philosophy of the Facility to provide a restraint-free environment for the residents, whenever possible.

A restraint is defined as any chemical, physical, or mechanical device, material, or equipment attached or adjacent to the resident's body which the resident cannot easily remove and that restricts freedom of movement or normal access to his/her body. Restraints are NEVER used for discipline or staff convenience.

Any restraint used will only be considered to protect the health and safety to the resident and to assist the resident to attain and maintain optimum levels of physical and emotional functioning, only after all responsible less restrictive alternatives have been considered and rejected for reasons related to the resident's well-being.

Smoking Policy

It is the policy of the Facility to maintain a safe, healthy, and attractive environment for all residents, staff, and visitors. The Facility recognizes that smoking is an individual right, but that this right must be balanced with the right of non-smokers to enjoy a safe, smoke-free environment. Because of the heightened appreciation for safety and health in our society and amongst accredited bodies, as well as new medical research on the dangers of second-hand smoke, smoking (electronic cigarettes, vaping, etc.) is prohibited in the Facility and anywhere on its grounds.

Translation Phone Line

1-800-523-1786

Directions:

The translation line will request a code. The code is 202-334.

When documenting, include the translator's ID#.

Extension Cord and Resident Electronics Policy

The New York State Department of Health has strict safety regulations to which we must comply. These regulations prohibit the use of the following items:

- Extension cords
- Power strips
- Multi-plugs
- Cheaters (ungrounded adapters)

Please refrain from bringing these items into the building for use.

Furthermore, all electrical items must be inspected by the maintenance team prior to use in the facility.

Thank you for your cooperation in this matter.

Visiting Hours Policy

- To best serve the needs of our residents, the recommended visiting hours are from 8 AM until 7:30 PM to allow care to be provided to residents. If there are special circumstances that would affect the time you are able to visit, arrangements for different times can be made with the Nursing or Social Services Staff.
- For safety reasons, the facility locks the front door between the hours of 7:30PM and 8:00AM. If a visitor comes during these hours, they will press the buzzer and wait for the building supervisor or designee to be admitted.
- ALL visitors must sign the registry upon arrival in the facility which is located at the reception desk in the main lobby. N1 visitors will be presented with a N1 ID badge which must be worn at all times while visiting on the secure dementia unit.
- Any resident has the right to refuse visitors.
- Visitors must sign out on the registry upon departure from the facility.
- The facility maintains the right to deny access to or limited/supervised access to visitors which includes the following:
 - o Anyone found to be abusing, exploiting or coercing residents
 - o Anyone found to have been committing criminal acts
 - o Anyone found to be inebriated
 - o Anyone found to be disruptive
 - o Anyone found to be violating facility policies
- Visitors will not be allowed in the Rehabilitation Department.
- Clinical restriction of visitors may be imposed with the intent to prevent the spread of infection.
- Healthy children under the age of 12 will be permitted to visit at the discretion of the nursing staff. Children may visit residents provided they are supervised by an adult at all times and in good health. Children should not visit at all if they have a runny nose, cough, sore throat, diarrhea, rash or fever.
- All persons 12 years of age or older should refrain from visiting if they have a runny nose, cough, or other symptoms of respiratory infection, diarrhea, or any other suspected illness/contagious disease.
- Visiting should be avoided if there has been any recent exposure to a highly communicable infectious disease such as chicken pox, influenza, or gastrointestinal illness.

Ombudsman/Hotline Information

Abuse Prevention Coordinator

Michael Zyskind ~ Administrator

845-231-5703 ~ mzyskind@fishkillcare.com

Grievance Officer

Julie Carroll ~ Assistant Administrator

845-231-5781 ~ jcarroll@fishkillcare.com

Dutchess County Long-Term Care Ombudsman Program

845-229-4680

NY State Department of Health Telephone Hotline

1-888-201-4563

Anytime, confidential, toll-free

Or write

Office of Health Systems Management

145 Huguenot Street

6th Floor

New Rochelle, NY 10801

Local Office of Aging

27 High Street

Poughkeepsie, NY 12601

845-486-2555

Advance Directives

Fishkill Center honors the Advance Directives of residents to the extent provided by the law and the organizations mission and philosophy. The right of residents not to formulate Advance Directives is also respected. The existence of or lack of Advance Directives will not hamper a resident's access to care or services. The facility's goal is to preserve life, restore health and safety or resident's and ensure their right to self-determination.

An Advanced Directive is a document or documentation allowing a person to provide directions about their future medical care or to designate another person(s) to make medical decisions for them if they lose decision-making capacity. Advance Directives include Living Wills, Health Care Proxy, Durable Power of Attorney, Do-Not-Resuscitate order (DNR), MOLST, and similar documents expressing the person's preferences.

The facility will discuss the DNR law and the policy with every resident (with capacity) and/or designated representative prior to and upon admission to the facility, and will follow-up with further discussion as requested and Quarterly to assist the resident/designated representative in making appropriate decisions regarding resuscitation and care.

The resident's resuscitation status information will accompany the resident whenever the resident is transported in the community i.e. Medical appointments, out on pass, ER transfers.

The facility will ensure State regulations (10 NYCRR 400.21) and, where applicable, federal regulations (42 CFR 483.10; Part 489, Subpart I) will maintain written policies and procedures addressing advance directives, such as health care proxies, orders not to resuscitate, medical orders for life sustaining treatment (MOLST) forms and living wills. Also under 10 NYCRR 415.13, 415.26(c)(1)(iii)(a)(4) and 415.26(f)(3), the facility will have sufficient personnel to provide services, including CPR, to all residents on a 24-hour basis and will train staff regarding resident emergency procedures and carry out CPR drills. The facility will ensure that the American Heart Association (AHA) Guidelines are followed for the provision of CPR and the required State and Federal Regulations are in place. (See DAL 1999, 2007 and AHA Guidelines 2015).

Deciding About Health Care

A GUIDE FOR PATIENTS AND FAMILIES



New York State Department of Health

Introduction

Who should read this guide?

This guide is for New York State patients and for those who will make health care decisions for patients. It contains information about surrogate decision-making in hospitals and nursing homes. It also covers DNR orders in a health care facility, or in the community. Because this guide is about health care decision-making, the word "patient" is used to refer to anyone receiving medical care. This includes a nursing home resident. This guide does **not** include the special rules for health care decisions made by legal guardians of persons with developmental disabilities.

Can the patient or other decision maker find out about the patient's medical condition and proposed treatment?

Yes. Patients or other decision makers have a right to be fully informed by a doctor about their medical condition and the doctor's proposed treatment. Patients must give informed consent before any non-emergency treatment or procedure. Informed consent means that after information is given about the benefits and risks of treatment (as well as alternatives to the treatment) permission is given to go ahead with the treatment.

Adult Patients Who Have the Ability to Make Informed Decisions

Do adult patients have a right to make their own health care decisions?

Yes. Adult patients have the right to make treatment decisions for themselves as long as they have decision-making capacity.

What is "decision-making capacity"?

"Decision-making capacity" is the ability to understand and appreciate the nature and consequences of proposed health care. This includes the benefits and risks of (and alternatives to) proposed health care. It also includes the ability to reach an informed decision.

What if it's unclear whether or not a patient has decision-making capacity? Who decides whether or not the patient has capacity?

Health care workers will assume patients have decision-making capacity, unless a court has appointed a legal guardian to decide about health care. A doctor will examine the patient if there is good reason to believe the patient lacks capacity. A doctor must make the determination that a patient lacks the ability to make health care decisions. Another person will make health care decisions for the patient only after the patient's doctor makes this determination.

Do family members always make health care decisions whenever patients lack decision-making capacity?

No. Sometimes patients have already made a decision about a procedure or treatment before they lose the ability to decide. For example, a patient can consent to surgery that involves general anesthesia before receiving anesthesia, which would cause them to lose the ability to decide. Other times, a healthy person may suddenly lose capacity. In this case, health care may need to be given right away without consent. For example, a person may be knocked unconscious during an accident. Health care providers will provide emergency treatment without consent unless they know that a decision has already been made to refuse emergency treatment.

Advance Directives/ Health Care Proxies

What is an advance directive?

Advance directives are written instructions about health care treatment made by adult patients before they lose decision-making capacity. In New York State, the best way to protect your treatment wishes and concerns is to appoint someone you trust to decide about treatment if you become unable to decide for yourself. By filling out a form called a health care proxy, this person becomes your "health care agent."

Before appointing a health care agent, make sure the person is willing to act as your agent.

Discuss with your agent what types of treatments you would or would not want if you were in the hospital and had a life-threatening illness or injury. Make sure your health care agent knows your wishes about artificial nutrition and hydration (being fed through a feeding tube or IV line). You can get more information about health care proxies at: https://www.health.ny.gov/professionals/patients/health_care_proxy/

Some patients also express specific instructions and choices about medical treatments in writing. A written statement can be included in a health care proxy, or it can be in a separate document. Some people refer to this type of advance directive as a "living will."

How do health care agents make decisions under a health care proxy?

Health care agents make decisions just as if the health care agent were the patient. The health care agent makes health care decisions according to the patient's wishes, including decisions to withhold or withdraw life-sustaining treatment. If the patient's wishes are not reasonably known, health care agents make health care decisions in accordance with the patient's best interests.

Can a health care agent decide to withhold or withdraw artificial nutrition or hydration (through a feeding tube or an IV line)?

Health care agents can only make decisions to withhold or withdraw artificial nutrition and hydration under the health care proxy if they know the patient's wishes about the treatment. But, the health care agent may also be able to make this type of decision in a hospital or nursing home as a surrogate from the surrogate list set forth in law.

Health Care Decision-Making in Hospitals and Nursing Homes

How do adult patients with decision-making capacity make decisions in hospitals and nursing homes?

Patients may express decisions verbally or in writing. A hospital patient or nursing home

resident may not verbally make a decision to withhold or withdraw life-sustaining treatment unless two adults witness the decision. One of the adults must be a health care practitioner at the facility. If a patient does not now have capacity to make a decision (but made a decision in the past about the proposed health care), the hospital or nursing home will act based on the patient's previously made decision. This is true unless something occurs that the patient did not expect and the decision no longer makes sense.

How are health care decisions made for a hospital patient or nursing home resident who does not have capacity?

If the patient has a health care proxy, the health care agent named in the proxy makes decisions. If a patient does not have a health care proxy, a legal guardian (or the person highest in priority from the surrogate list, known as "the surrogate") makes decisions.

What is the surrogate list?

Below is the surrogate list. The person who is highest in priority is listed at the top. The person with the lowest priority is at the bottom.

- The spouse, if not legally separated from the patient, or the domestic partner;
- A son or daughter 18 or older;
- A parent;
- A brother or sister 18 or older; and
- A close friend.

What is a "domestic partner"?

A "domestic partner" is a person who:

- has entered into a formal domestic partnership recognized by a local, state or national government.
- Or, this person has registered as a domestic partner with a registry maintained by the government or an employer; or, this person
- is covered as a domestic partner under the same employment benefits or health insurance; or, this person
- shares a mutual intent to be a domestic partner with the patient, considering all the facts and circumstances, such as:

- They live together.
- They depend on each other for support.
- They share ownership (or a lease) of their home or other property.
- They share income or expenses.
- They are raising children together.
- They plan on getting married or becoming formal domestic partners.
- They have been together for a long time.

Who cannot be a domestic partner?

- A parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece of the patient or the patient's spouse.
- A person who is younger than 18.

Who qualifies as a "close friend"?

A "close friend" is any person, 18 or older, who is a friend or relative of the patient. This person must have maintained regular contact with the patient; be familiar with the patient's activities, health, and religious or moral beliefs; and present a signed statement to that effect to the attending doctor.

What if a surrogate highest in priority is not available to make the decision?

If this happens, the next available surrogate who is highest in priority makes the decision.

What if a surrogate highest in priority is unable or unwilling to make the decision?

In this case, another person from the surrogate list will decide. The surrogate highest in priority may designate any other person on the list to be surrogate, as long as no one higher in priority than the designated person objects.

Can patients or other decision makers change their minds after they make a treatment decision?

Yes. Decisions may be revoked after they are made by telling staff at the hospital or nursing home.

Decisions to Withhold or Withdraw Life-Sustaining Treatment in Hospitals and Nursing Homes

What is "life-sustaining treatment"?

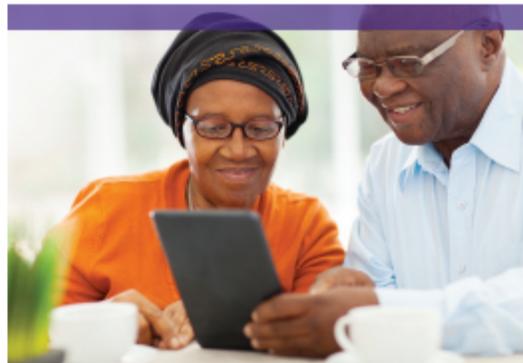
"Life-sustaining treatment" means that the attending doctor believes the patient will die within a relatively short time if the patient does not get the medical treatment or procedure. CPR is always considered to be life-sustaining treatment.

What is CPR?

CPR (cardiopulmonary resuscitation) refers to medical procedures that try to restart a patient's heart or breathing when the patient's heart stops and/or the patient stops breathing. CPR may begin with something like mouth-to-mouth resuscitation and forceful pressure on the chest to try to restart the heart. This may not work, so CPR may also involve electric shock (defibrillation); insertion of a tube down the throat into the windpipe (intubation); and placing the patient on a breathing machine (ventilator).

What is a decision to withhold or withdraw life-sustaining treatment?

A decision to withhold life-sustaining treatment is deciding to refuse a treatment before it is provided. A decision to withdraw life-sustaining treatment is deciding to refuse treatment already being provided. Every adult patient has the right to refuse medicine and treatment after being fully informed of (and understanding) the probable consequences of such actions.



How would a hospital or a nursing home carry out a decision to withhold or withdraw life-sustaining treatment?

The doctor might direct staff not to provide, or to stop providing, certain medicines, treatments or procedures. This may result in the patient dying within a relatively short time. For example, the doctor might order that a ventilator, which is enabling a patient to breathe, be turned off.

In order to withhold life-sustaining treatment, the doctor might issue a medical order such as a:

- Do Not Resuscitate (DNR) Order: this means do not attempt CPR when the patient's heart stops and/or the patient stops breathing.
- Do Not Intubate (DNI) Order: this means do not place a tube down the patient's throat or connect the patient to a breathing machine (ventilator).

A decision could also be made to stop (or not to start) artificial nutrition and hydration through a feeding tube or an IV. This means the facility will not give the patient liquid food or fluids through a tube inserted in the stomach – or by a tube called a catheter inserted into the patient's veins. Patients will always be offered food to eat and fluids to drink by mouth if they are able to eat and drink.

Other kinds of decisions to limit medicines, treatments or procedures could also be followed (for example, stopping dialysis).

Will a hospital or a nursing home ever withhold all treatment?

No. Even if a patient has a DNR order or other medical order to withhold life-sustaining treatment, the patient should receive medical care and treatment to relieve pain and other symptoms and to reduce suffering. Comfort care, also known as palliative care, should be available to all patients who need it.

When should a patient get a DNR order?

Any adult with decision-making capacity may request a DNR order. However, patients and families must consult with a doctor about their diagnosis and the likely outcome of CPR.

Only a doctor can sign a DNR order. A DNR order instructs health care professionals not to provide CPR for patients who want to allow natural death to occur if their heart stops and/or if they stop breathing. For example, a patient who is expecting to die from a terminal illness may want a DNR order.

When successful, CPR restores heartbeat and breathing. The success of CPR depends on the patient's overall medical condition. Age alone does not determine whether CPR will be successful. But illnesses and frailties that go along with age often make CPR less effective. When patients are seriously ill, CPR may not work or it may only partially work. This might leave the patient brain-damaged or in a worse medical state than before his or her heart stopped. After CPR (depending on the patient's medical condition), the patient may be able to be kept alive only on a breathing machine.

Does a DNR order affect other treatment?

No. A DNR order is only a decision about CPR – chest compression, intubation and mechanical ventilation – and does not relate to any other treatment. Do not resuscitate does **not** mean do not treat.

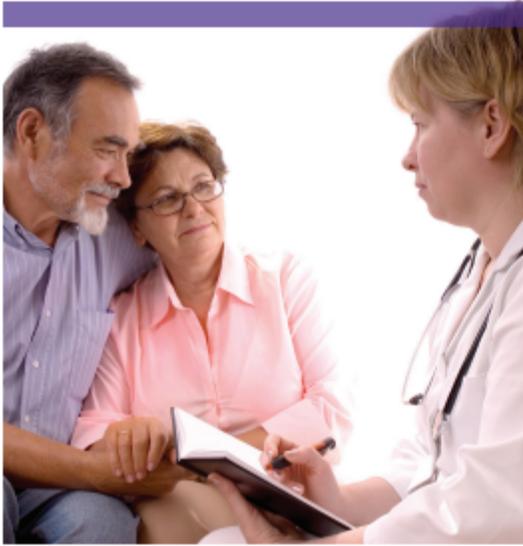
What happens if the patient is transferred from the hospital or nursing home to another hospital or nursing home?

Medical orders, including a DNR order, will continue until a health care practitioner examines the patient. If the doctor at the new facility decides to cancel the medical order, the patient or other decision maker will be told and he or she can ask that the order be entered again.

Decision-Making Standards for Legal Guardians and Surrogates in Hospitals and Nursing Homes

How are health care decisions made by surrogate decision makers, including legal guardians?

The surrogate must make health care decisions in accordance with the patient's wishes, including the patient's religious and



moral beliefs. If the patient's wishes are not reasonably known, the surrogate makes decisions according to the patient's "best interests." To figure out what is in the "best interests" of the patient, the surrogate must consider: the dignity and uniqueness of every person; the possibility of preserving the patient's life and preserving or improving the patient's health; relief of the patient's suffering; and any other concerns and values a person in the patient's circumstances would wish to consider. In all cases, what matters is the **patient's** wishes and best interests, not the surrogate's. Health care decisions should be made on an individual basis for each patient. Again, decisions must be consistent with the patient's values, as well as religious and moral beliefs.

Do surrogates always have authority to consent to needed treatments?

Yes.

Do surrogates always have authority to make decisions to withhold or withdraw life-sustaining treatment?

No. A legal guardian or a surrogate in a hospital or nursing home may decide to refuse life-sustaining treatment for a patient only in the following circumstances:

- Treatment would be an extraordinary burden to the patient and:
 - the patient has an illness or injury which can be expected to cause death within six months, whether or not treatment is provided; or
 - the patient is permanently unconscious;
- or**
- The provision of treatment would involve such pain, suffering or other burden that it would reasonably be deemed inhumane or extraordinarily burdensome under the circumstances and the patient has an irreversible or incurable condition. In a nursing home, an ethics review committee must also agree to decisions (other than DNR) based on this bullet-point. In a hospital, the attending doctor or the ethics review committee must agree to a decision to withhold or withdraw artificial nutrition and hydration based on this bullet-point.

How are decisions about life-sustaining treatment made for minors in a hospital or nursing home?

The parent or guardian of a patient under 18 makes decisions about life-sustaining treatment in accordance with the minor's best interests. They take into account the minor's wishes as appropriate under the circumstances. For a decision to withhold or withdraw life-sustaining treatment, the minor patient must also consent if he or she has decision-making capacity. It is assumed that an unmarried minor lacks decision-making capacity unless a doctor determines that the patient has the capacity to decide about life-sustaining treatment. Minors who are married make their own decisions, the same as adults.

What if an unmarried minor patient has decision-making capacity and he or she is a parent? What if he or she is 16 or older and living independently from his or her parents or guardian?

Such minors can make decisions to withhold or withdraw life-sustaining treatment on their own if the attending doctor and the ethics review committee agree.

Resolving Disputes in Hospitals and Nursing Homes

What if there are two or more persons highest in priority and they cannot agree? For example, what if the adult children are highest in priority and they disagree with one another?

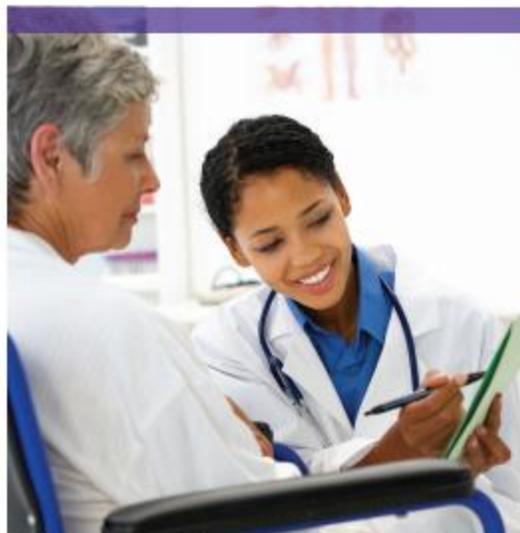
In this case, the hospital or nursing home staff can try to resolve the dispute by informal means. For example, more doctors, social workers or clergy could discuss the decision. Also, every hospital and nursing home must have an ethics review committee. The case may be referred to the ethics review committee for advice, a recommendation, and assistance in resolving the dispute. The hospital or nursing home must follow the decision of the surrogate that is based on the patient's wishes, if they are known. If the patient's wishes are not reasonably known, the hospital or nursing home must follow the decision that is in the patient's best interests.

What if a person connected with the case does not agree with the surrogate's treatment decision? This could be the patient, a health care worker treating the patient in the hospital or nursing home or someone lower in priority on the surrogate list.

Again, the hospital or nursing home staff can try to resolve the dispute by informal means. If that is not successful, the person who disagrees could request help from the ethics review committee. The person challenging the decision maker can ask that the ethics review committee try to resolve the dispute. This person could present information and opinions to the committee. The ethics review committee can provide advice and make a recommendation, and can provide assistance in resolving the dispute.

Are the recommendations and advice of the ethics review committee binding?

No, the recommendations and advice of the ethics review committee are advisory and non-binding, except for three very specific types of decisions. The ethics review committee must



agree with the decision in the following three situations:

- A surrogate decides to withhold or withdraw life-sustaining treatment (other than CPR) from a patient in a nursing home. The patient is not expected to die within six months and is not permanently unconscious. In this situation, the ethics review committee must agree to the following. The patient has a condition that can't be reversed or cured. Also, the provision of life-sustaining treatment would involve such pain, suffering or other burden that it would reasonably be deemed inhumane or extraordinarily burdensome under the circumstances.
- A surrogate decides to withhold or withdraw artificial nutrition and hydration from a patient in a hospital. The attending doctor objects. The patient is not expected to die within six months and is not permanently unconscious. In this situation, the ethics review committee must agree to the following. The patient has a condition that can't be reversed or cured. Also, artificial nutrition and hydration would involve such pain, suffering or other burden that it would reasonably be deemed inhumane or extraordinarily burdensome under the circumstances.

- In a hospital or nursing home, an ethics review committee must approve the decision of an unmarried, emancipated minor to withhold or withdraw life-sustaining treatment without the consent of a parent or guardian.
- A physician decides to admit into hospice a patient who lacks capacity and who does not have a health care proxy or surrogate. The committee must also review the hospice plan of care, which can include the withholding or withdrawal of life-sustaining treatment if the standards are met for surrogate decision about such treatment.

In these three situations, life-sustaining treatment will not be withheld or withdrawn unless the ethics review committee approves.

What does it mean when the recommendations and advice of the ethics review committee are advisory and non-binding?

This means that the surrogate highest in priority can make a legal health care decision. He or she can do this even if another person lower in priority on the surrogate list or others continue to disagree with the surrogate decision maker.

What if the hospital or nursing home has a policy based on religious or moral beliefs that prevents the facility from honoring a health care decision?

When possible, the facility must inform patients or family members of this policy before or at admission. When the decision is made, the facility must cooperate in transferring the patient to another facility that is reasonably accessible and willing to honor the decision. Meanwhile, the facility must honor the decision, unless a court rules otherwise. If the decision goes against one health care practitioner's religious or moral beliefs, the patient must be promptly put under the care of another health care practitioner.

DNR Orders Outside the Hospital or Nursing Home

If a patient is not in a hospital or nursing home, how can the patient get a DNR order or DNI order?

The patient's doctor can write a DNR order on a standard form that has been approved by the New York State Department of Health: DOH-3474 (Nonhospital Order Not to Resuscitate). A doctor can also sign a nonhospital DNI order in addition to the nonhospital DNR order using the DOH-5003 form called MOLST (Medical Orders for Life-Sustaining Treatment). EMS, home care agencies and hospices must honor these orders.

If the patient is at home with a nonhospital DNR order, or MOLST orders, what happens if a family member or friend calls an ambulance?

If the patient has a nonhospital DNR order and it is shown to emergency personnel, they will not try to resuscitate the patient or take the patient to a hospital emergency room for CPR. They may still take the patient to the hospital for other needed care, including comfort care to relieve pain and reduce suffering.

What happens to a DNR order issued in the hospital or nursing home if the patient is transferred from the hospital or nursing home to home care?

The orders issued for the patient in a hospital or nursing home may not apply at home. The patient or other decision maker must get a nonhospital DNR order on the DOH-3474 form or the DOH-5003 MOLST form. If the patient leaves the hospital or nursing home without a nonhospital DNR order, it can be issued by a doctor at home.



Department
of Health

Taking Pictures or Videos of Residents of the Facility Without the Prior Consent of the Resident and the Facility is a Violation of the Residents' Privacy Rights and is strictly prohibited by the Facility's Photographic and Audio Device Policy. You May Request a Copy of the Policy From the Social Work Department.



Please Respect the Facility's Policy and The Rights of all Residents at this Facility by Turning Off all Audio and Video Recording Devices Upon Entering the Facility. Photographing or Recording Residents in Violation of the Facility's Policy May Result in Legal or Other Action Being Taken Against You. Thank you for your cooperation.

Falls Prevention Program

Based on previous evaluations and current data, the staff will identify interventions related to the resident's specific risks and causes to try to prevent the resident from falling and to try to minimize complications from falling.

1. The staff, with the input of the Attending Physician, will identify appropriate interventions to reduce the risk of falls. If a systematic evaluation of a resident's fall risk identifies several possible interventions, the staff may choose to prioritize interventions (i.e., to try one or a few at a time, rather than many at once).
2. Examples of initial approaches might include exercise and balance training or a rearrangement of room furniture. If a medication is suspected as a possible cause of a resident's falling, the initial intervention might be to taper or stop that medication.
3. In conjunction with the Consultant Pharmacist and nursing staff, the Attending Physician will identify and adjust medications that may be associated with an increased risk of falling, or indicate why those medications could not be tapered or stopped, even for a trial period.
4. If falling recurs despite initial interventions, staff will implement additional or different interventions, or indicate why the current approach remains relevant.
5. If underlying causes cannot be readily identified or corrected, staff will try various interventions, based on assessment of the nature or category of falling, until falling is reduced or stopped, or until the reason for the continuation of the falling is identified as unavoidable.
6. In conjunction with the Attending Physician, staff will identify and implement relevant interventions (e.g., hip padding or treatment of osteoporosis, as applicable) to try to minimize serious consequences of falling.

Acknowledgement of Resident Rights and Admission Policies

I/we sign this acknowledgement with the understanding that the Resident Rights benefit Resident's interest and individuality. The Resident Rights have been explained to me/us orally and I/we have received a copy for my/our future reference. I/we have no further questions at this time with regards to the aforementioned items.

Also received verbally and in writing were:

- Resident Responsibilities
- Patient Abuse Reporting Law
- The Facility and the Department of Health's Resident Complaint/Recommendation Policy.
- Personal allowance notification.
- Bed retention practice.
- The name, address and telephone number of the Resident's physician, and his alternate.
- The Facility's policy on Personal Laundry, including Dry Cleaning and the Facility's recommendation for clothing and labeling.
- Medicare/Medicaid guidelines.
- Resident Photo/Voting Preferences
- Notification of Restraint practice.
- Notification of pain management.
- Notification of Falls Prevention Program.
- MDS/privacy act letter notification.
- Resident Rights regrading Do Not Resuscitate Orders and brochure entitled "Deciding about Health Care – A Guide for Patients and Families."
- Notification of Health Care Proxy and Advance Directives.
- Medical Information release.
- Assignment of Benefit Letter.
- The Telephone # of the New York State Ombudsman program,, numbers to residents' advocates, DOH, Office of Aging and Facility Social Workers.
- Notification of Privacy Practices.

Resident: _____ **Date:** _____
Print Name/Signature

Responsible Party: _____ **Date:** _____
Print Name/Signature