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The purpose of the Manor's policy on admissions to its Medicare and Medicaid certified nursing facility is to establish uniform guidelines for Manor staff to follow in admitting residents to the Manor.

The Manor has procedures in place to review and accept admissions 24 hours / 7 days a week.

#### **A. Non-Discrimination**

The Manor offers its services to persons whose needs can be met by the Manor in compliance with all state and federal laws. Admission and services are provided without regard to race, color, religion, familial status, sex, age, national origin, disability or source of payment. The Manor also applies and maintains its policies and procedures regarding admission, transfer, discharge, and the provision of services for all individuals regardless of the individual's source of payment. The Manor does not require potential residents or residents to give oral or written assurances that they are not eligible for or will not apply for Medicare or Medicaid benefits.

**Substance Use Disorder & Medication Management** - If the facility can otherwise meet the clinical and safety needs of the applicant for admission and the residents in the facility, the Manor will not deny referrals or refuse any admission solely because a prospective resident takes a legally prescribed medication, including an opioid, to treat their disability. The Manor will make reasonable accommodations to admit a resident who requires legally prescribed medications to treat their disabilities, including but not limited to methadone to treat Opioid Use Disorder, unless such accommodations would fundamentally alter the nature of its business or result in an undue burden, or unless such individual poses a direct threat to the health or safety of others. The term "direct threat" means a significant risk to the health or safety of others that cannot be eliminated by a modification of policies, practices, or procedures or by the provision of auxiliary aids or services.

#### **B. No Third Party Guarantees**

All financial obligations to the Manor are the Resident's, and nothing shall be construed to require that a Representative is personally liable to pay for services rendered by the Manor to the Resident. Notwithstanding the foregoing, Representative may be liable for charges to the extent that he/she misappropriates, steals, or otherwise diverts a Resident's resources/assets that are due to the Manor under this Agreement. In cases where the Resident has asserted to the Manor that the Representative shall act in a fiduciary capacity on the Resident's behalf to satisfy the Resident's financial obligations under this Agreement, and the Representative agrees to act in such a fiduciary capacity, the Representative agrees to pay the Manor from the Resident's Resources for services provided to the Resident to the extent the Representative has legal access to the Resident's funds.

#### **C. Charges to Medicaid Residents**

A resident who is a Medicaid beneficiary is responsible for payment of all services and supplies provided to the resident by the Manor. The Manor will bill Medicaid on the resident's behalf for all Medicaid covered services provided to the resident by the Manor. The services and

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supplies covered by the Medicaid program are listed on the rate schedule. The resident understands that Medicaid does not pay the full amount of the charges for services and supplies provided by the Manor. The Medicaid agency will determine a resident liability amount that the resident must pay to the Manor, regardless of any previous debts or financial obligations. The resident shall pay the Manor any amount that Medicaid does not pay for the services and supplies provided to the resident, as required by applicable State regulations. The resident shall also pay the charges for all non-covered items and services provided by the Manor upon receipt of an invoice. All payments are payable by the fifth (5<sup>th</sup>) day of each month. In the case of a person eligible for Medicaid, the Manor does not charge, solicit, accept, or receive, in addition to any amount otherwise required to be paid under the Medicaid program, any gift, money, donation, or other consideration as a precondition of admission, expedited admission or continued stay in the Manor. However, the Manor may charge a resident who is eligible for Medicaid for items and services the resident has requested and received, and that are not Medicaid-covered nursing facility services so long as the Manor gives proper notice of the availability and cost of these services to residents and does not condition the resident's admission or continued stay on the request for an receipt of such additional services.

#### **D. Waivers**

The Manor will not request or require residents or potential residents to waive their rights as set forth in state, federal or local law, including but not limited to rights to Medicare or Medicaid.

The Manor will not require residents or potential residents to waive potential facility liability for losses of personal items (such as, dentures, hearing aids, glasses). However, the Manor will require that residents take reasonable precautions to protect their personal property.

#### **E. Resolution of Legal Disputes**

The parties wish to work together to resolve any disputes in a timely fashion and in a manner that minimizes both of their legal costs.

#### **F. Residency Requirements**

The applicant must:

1. Have the financial resources to pay for the assessed and anticipated fees (unless covered under applicable benefits).
2. Sign the Manor's admission agreement and agree to abide by all the Manor's policies and procedures.
3. Require services within the scope of those that the Manor is licensed, staffed, and equipped to provide in accordance with its Facility Assessment. This includes consideration of

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clinical needs that exceed the Manor's capabilities or licensure (e.g., ventilator services, secured unit or other intensive treatments not supported on-site).

4. Be voluntarily seeking admission, unless the applicant has been adjudicated legally incompetent by a court of law, and the applicant's guardian consents to the admission or the court of jurisdiction issues an order for the admission. This does not preclude the admission of a non-protesting applicant who may be incompetent and is otherwise acceptable for admission.
5. Not be convicted of an offense that requires notification of the public.

## **G. Service Limitations**

The Manor is not equipped or licensed to serve the health care needs for every applicant who wishes to receive services and must evaluate whether the applicant's needs can be safely and effectively met within its available resources in accordance with the Facility Assessment.

The Manor will assess the applicant for appropriateness of residency at the Manor. Eligibility for admission is determined based on the potential resident's ability to pay for care directly or through a third-party payer, bed availability, and the facility's ability to provide the care needed, requested, or required by the potential resident based upon the services offered and available resources on the particular unit where care would be provided.

Residents actively using illegal drugs or engaging in conduct that places others at risk (e.g., diversion, aggression, or refusal to follow safety plans), may be denied admission or subject to discharge consistent with applicable federal and state law and regulations. Any such determination will be made based on individualized assessments, consistent with applicable laws and regulations and clinical best practices.

Prospective residents or responsible parties are required to disclose all known medical conditions at the time of request for admission or referral, so that the Manor can determine whether the individual's health and safety needs can be met. If the resident and/or resident representative fails to disclose all conditions/diagnoses to the Manor prior to admission or if after admission, the resident exhibits a new diagnosis/condition and the Manor determines that it can no longer meet the health or safety needs of the resident, the Manor may seek to discharge the resident in accordance with federal and state law.

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Residents and/or Resident Representatives are required to disclose all conditions and diagnoses prior to or upon admission to the Manor. If the resident and/or resident representative fails to disclose all conditions/diagnoses to the Manor prior to admission or if after admission, the resident exhibits a new diagnosis/condition and the Manor determines that it can no longer meet the health or safety needs of the resident, the Manor may seek to discharge the resident.

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<input type="checkbox"/> Supersedes all previous	
Approved: <u>SJU</u>	Date: