

ADMISSION AGREEMENT
Between
PLEASANT VALLEY MANOR, INC

AND

Resident: _____ and

Responsible Party: _____

Date Explained: _____

By: SHEILA DEAGRO

It is the purpose of Pleasant Valley Manor, Inc, its Administration and staff, hereinafter referred to as "Facility", to provide for the health, safety and general welfare of the resident being admitted for care, pursuant the Provisions of the Commonwealth's Department of Health, Department of Public Welfare, Federal, State and Local laws and regulations currently in effect or as amended.

It is mutually advantageous for all parties concerned to understand the limits of services provided.

1. FACILITY will provide as part of its Daily Service Rate.

1. Lodging in a clean, healthful and sheltered environment.
2. A suitable room with appropriate furniture and closet space that provides security and privacy for clothing and personal belongings.
3. Dietary Services that will meet the daily nutritional needs of the resident, including therapeutic diets and special supplements used for tube and oral feedings as ordered by the attending physician.
4. Medical and surgical supplies used individually in small quantities (i.e. alcohol, applications, cotton balls, dressings, medicines), equipment which is reusable by other residents (i.e. bedrails, canes, crutches, walkers, wheelchairs), and items furnished routinely and relatively uniformly (i.e. resident gowns, water pitchers, basins, bedpans).
5. Nursing care on a continual twenty-four (24) hour basis, under direction of a licensed physician.
6. Change of fresh bed linen as required by the resident's condition.
7. A Recreational Therapy Program appropriate to the needs and interests of the resident, to encourage self-care, resumption of normal activities and maintenance of an optimal level of psychosocial functioning.
8. Social Services to assist the resident and family in adjusting to the social and emotional aspects of his/her stay in the FACILITY.
9. Services provided by the beauty/barber shop in accordance with the FACILITY'S administrative policy and procedure.

2. PAYMENT FOR SERVICES

- 2.1 Daily Rate. The Resident agrees to pay Facility a Daily Rate to cover routine services, unless the Resident receives Medicaid, Medicare, or other Third Party coverage. The Daily Rate and the services covered by the Daily Rate are explained in Attachment "A", which is incorporated into this Agreement by reference. Facility may change the charges listed in Attachment "A" upon thirty (30) days written notice. The Daily Rate will be billed in advance for the upcoming month.
- 2.2 Charges for Ancillary Services. Resident shall pay for other services and supplies not covered by the Daily Rate as set forth in Attachment A of this Agreement, which is incorporated into this Agreement by reference. Facility may change the charges listed in Attachment "A" upon thirty (30) days written notice. The Ancillary Services will be billed following the month the expenses are incurred.
- 2.3 Bed Hold. Facility agrees to reserve a bed for a Resident that has temporarily left the Facility for hospital stay or leave of absence for a fee as set forth in Attachment "A". Should Resident opt to not hold a bed during a time away from the Facility, it is the responsibility of the Resident and Responsible Party to notify the Facility within 24 hours of departure, in writing, to not hold the bed. Should the bed not be held, the next available bed will be offered the Resident upon return.

If a Medical Assistance eligible resident is admitted to an acute care hospital, the bed will be held vacant for fifteen (15) days. If the resident does not return by the sixteenth (16) day, the resident will be discharged or, per family request, a bed will be held until the resident returns with the FACILITY assessing a daily charge equal to one hundred (100%) percent of the private pay rate.

- 2.4 Obligation to Pay Timely. Facility will mail to Resident and Responsible Person at the beginning of each month a billing statement reflecting the Daily Rate charge for the upcoming month and Ancillary Service charges incurred in the prior month. Payment is due upon receipt of the billing statement. All payments shall be directed to:

Finance Department
Jeff Rinker – Resident Accounts
Pleasant Valley Manor
4227 Manor Drive
Stroudsburg, PA 18360

- 2.5 Late Charges. Any charges not paid within thirty (30) days of the date of the billing statement are subject to a late charge of the lesser of one and one-half percent (1.5%) per month, for an annual rate of eighteen percent (18%), or the maximum interest rate allowed by law.

3. SERVICES OF OTHER PROVIDERS.

The services of outside providers, such as physicians, dentists, pharmacists for the provision of pharmaceutical supplies, hospitals, diagnostic services, laboratory, x-ray, podiatry, optometry, ambulance, and hearing aid repair may be available from time to time at the Facility. However, these fees and costs are not included in the Basic Daily Rate and may be charged directly to the Resident by the outside provider. Resident is responsible for payment of these charges. Resident may choose to utilize providers of his or her own choice; however, the services and goods provided must

meet the standards established by Facility.

4. FINANCIAL DISCLOSURE AND CONSERVATION OF ASSETS

- 4.1 Financial Disclosure. Resident and Responsible Party are obligated to make full and complete disclosure regarding all financial resources and income of Resident during the Facility's application process.
- 4.2 Conservation of Assets. Resident and Responsible Party acknowledge that transferring, gifting, or otherwise using the Resident's resources and income on items other than medical expenses, may disqualify the Resident for Medicaid eligibility. Resident and Responsible Party agree to appropriately use and conserve Resident's resources and income so as not to disrupt or cause any gap in payments to Facility.

5. MEDICAID

- 5.1 Application for Medicaid. Prior to Medicaid eligibility, Resident and Responsible Party are required to satisfy the financial obligations of the Resident under this Agreement from monies, assets, or other similar types of financial resources of the Resident for service provided under this Agreement. Resident and Responsible Party are obligated to notify Facility when only Fifteen Thousand Dollars (\$15,000), or the value thereof, exists to satisfy the Resident's financial obligations under this Agreement. Resident and Responsible Party are obligated to apply for Medicaid benefits at such time as Resident's resources will no longer be sufficient to pay all Facility charges for Resident's care and stay or when directed to do so by Facility. It is the responsibility of the Resident and Responsible Party (and not the Facility) to use diligence in applying for benefits under the Medicaid program.
- 5.2 Financial Disclosure. Resident and Responsible Party are obligated to make full and complete disclosure regarding all of Resident's financial resources and income during the Medicaid application process, including all transfers of assets and/or financial resources having taken place within the preceding five (5) years of the date of Medicaid application.
- 5.3 Duty to Cooperate. Resident and Responsible Party are obligated to cooperate fully in the Medicaid eligibility application and appeal process, and any redetermination process, including the duty to cooperate with the County Assistance Office and to produce documents and any other information requested or needed by the County Assistance Office to determine Resident's Medicaid eligibility. Resident and Responsible Party are also obligated to cooperate fully in any Undue Hardship Waiver request and hearing process.
- 5.4 Patient Pay Amount
- 5.4.1 For residents approved for Medicaid benefits, the Commonwealth of Pennsylvania will pay Facility for the care provided to Resident. However, to the extent the Resident has income (e.g., Social Security and/or a pension), the Commonwealth of Pennsylvania requires Resident to contribute towards the cost of his/her skilled nursing care. The Resident's contribution is called the Patient Pay Amount. The Patient Pay Amount is determined by the County Assistance Office.
- 5.4.2 Upon application for Medicaid, Resident and Responsible Party shall pay the Facility the estimated Patient Pay Amount from the Resident's income.

- 5.5 Facility's Right to Participate. Resident and Responsible Party authorize Facility to assist, participate, and receive/submit information to/from the County Assistance Office during the Medicaid application process.
- 5.6 Authorization to Appeal. Resident and Responsible Party understand if the County Assistance Office or the Department of Public Welfare denies Medicaid benefits, an appeal may be filed on Resident's behalf by Resident's legal representative, relative, or friend. Resident and Responsible Party hereby expressly authorize the Facility to file an appeal and act on Resident's behalf as Resident's designated representative pursuant to 55 Pa. Code § 275.2. This authorization is intended to allow the Facility, by and through the Facility's legal counsel at the Facility's discretion, to file an appeal of a Medicaid denial before the Bureau of Hearings and Appeals and any subsequent judicial appeal proceedings.
- 5.7 Authorization to Apply for Undue Hardship Waiver. Resident and Responsible Party understand any prior or future transfers of money or assets for less than fair market value may negatively impact Resident's Medicaid payments to Facility. Under certain circumstance, Resident may be entitled to a waiver of the penalty for such transfers. Resident and Responsible Party hereby expressly authorize Facility to request and proceed through the Undue Hardship Waiver and appeal process established by the Department of Public Welfare.
- 5.8 Resident and Responsible Party's Continuous Obligations. If Facility, in its sole discretion, decides to assist in the Medicaid application, appeal, and/or undue hardship process, Resident and Responsible Person are still fully obligated to initiate, make, and complete the Medicaid application and obtain Medicaid eligibility. The Facility's assistance in the Medicaid application process does not waive Resident's or Responsible Party's Responsible Person's duties, responsibilities, and liabilities set forth in this Agreement regarding the Medicaid application, appeal, and undue hardship waiver processes.

6. MEDICARE BENEFITS, CO-INSURANCE, AND DEDUCTIBLES.

If Resident is a beneficiary under either Medicare Part A or Medicare Part B insurance and the nursing services, ancillary services, or supplies ordered by a physician are covered by such insurance, the Facility or other provider will bill the charges for the covered services or supplies to the Medicare program. Resident shall be responsible for and shall pay any co-insurance or deductible amounts under Medicare Part A or Part B insurance. Residents may have supplemental insurance which covers Medicare co-insurance. Facility shall accept payment from the Medicare program therein as payment in full only for those services deemed to be covered in full under the Medicare Part A or Part B insurance.

7. HEALTH INSURANCE AND MANAGED CARE PLANS.

- 7.1 Health insurance and managed care plans may provide coverage for certain items and services.
- 7.2 It is the Resident's and the Responsible Party's obligation to determine whether any health insurance or managed care plans are available to provide coverage for Resident's care.
- 7.3 Facility is not responsible for determining whether any health insurance or managed care plans are available to provide coverage for Resident's care.
- 7.4 Facility has contracted with certain health insurance and managed care plans, which are set forth on Attachment "B". If the Resident's care is covered by one of the health insurance and managed care plans listed on Attachment "B", Facility is responsible for billing the insurance

companies. If the bill is rejected, the Resident and Responsible Party are responsible for arranging payment to facility and pursuing an appeal or any other resolution with the health insurance or managed care plan.

- 7.5 If the Resident's care is not covered by one of the health insurance and managed care plans listed on Attachment "B", Resident and Responsible party are responsible for paying the Facility and then seeking reimbursement by submitting claims to the health insurance or managed care plan.
- 7.6 Any assistance provided by Facility to Resident or Responsible Party in determining whether any health insurance or managed care plans are available to provide coverage for Resident's care and/or the submission of requests for payment does not relieve the Resident or Responsible Party from their obligations under this section.
- 7.7 Resident and Responsible Party shall remain responsible to arrange for payment of such items and services requested by Resident that are not covered by his/her health insurance or managed care plan.

8. RESPONSIBLE PARTY OBLIGATIONS

In addition to all other obligations agreed to by the responsible Party in this Agreement, Responsible Party agrees:

- 8.1 Responsible Party is contractually obligated to apply the income and assets of Resident to the charges for Resident's care at Facility.
- 8.2 Responsible Party acknowledges that in the event of his/her failure to apply income and assets of Resident to Resident's care at Facility, he or she will be personally liable for any misappropriation or misapplication of Resident's funds or assets.
- 8.3 Responsible Party shall seek assistance timely from any third party insurance program (s) which may pay for a portion of Resident's stay at the Facility.
- 8.4 Responsible Party acknowledges he or she will be personally liable for any damages sustained by the Facility as a result of Responsible Party's failure to timely seek assistance and fully cooperate with any third party payors, including Medicaid, which may pay for a portion of Resident's stay at the Facility.
- 8.5 Responsible Party is obligated to make full and complete disclosure regarding all financial resources and income of Resident during the Facility's application and admission process and the Medicaid application, appeal, and/or undue hardship process.
- 8.6 Responsible Party acknowledges his/her agreement to the terms of this Admission Agreement is an inducement for Facility to admit Resident, is not gratuitous, and the inducement constitutes adequate consideration to create a binding and enforceable contract between the Responsible Party and facility.

9. DISCHARGE FOR FAILURE TO PAY

If the Resident or Responsible Party fails to make a required payment, the Facility may require the Resident to vacate the Facility. If a Resident is required to vacate for failure to pay, the Facility shall provide advance notice as required under State and Federal law.

10. DAMAGES/SPECIFIC PERFORMANCE

10.1 Resident. Resident is obligated to pay Facility the damages caused to the Facility by Resident's failure to comply with this Agreement, including attorneys' fees and costs incurred by Facility to enforce this Agreement. In addition, Resident acknowledges a breach of this Agreement may cause irreparable injury to Facility for which monetary damages may be inadequate or unavailable. Accordingly, Facility will be entitled to an injunction to compel specific performance of this Agreement, in addition to all other remedies available to the Facility at law or in equity.

10.2 Responsible Party. Responsible Party is obligated to pay Facility the damages caused to the Facility by Responsible Party's failure to comply with this Agreement, including attorneys' fees and costs incurred by Facility to enforce this Agreement. In addition, Responsible Party acknowledges a breach of this Agreement may cause irreparable injury to the Facility for which monetary damages may be inadequate or unavailable. Accordingly, Facility will be entitled to an injunction to compel specific performance of this Agreement, in addition to all other remedies available to the Facility at law or in equity.

11. ASSIGNMENT OF PAYMENTS

Resident authorizes the Facility to make claims and to take other actions to secure third-party payments to reimburse the Facility for its charges related to Resident's stay and care. Resident assigns to the Facility all of Resident's rights to any third party payments now or subsequently payable to cover all charges due under this Agreement. Resident or Responsible Party shall promptly submit to Facility any payments received from third parties to the extent necessary to cover the charges under this Agreement.

12. FACILITY'S OBLIGATIONS

12.1 Admit only those residents whose nursing care and physical needs can be provided by the staff and FACILITY.

12.2 Furnish and deliver drug and biologicals to meet the needs of the residents by a licensed pharmacy in accordance with the professional principles and appropriate laws. Drugs will be administered in accordance with written orders of the attending physician by licensed nursing personnel. No medicines, including vitamins, aspirin, laxatives, cough medicines, etc., are to be brought to the FACILITY for any resident.

12.3 Maintain agreements with approved x-ray and laboratory services. Other diagnostic services that cannot be provided by the facility will be provided by local participating agencies.

12.4 Maintain at all times written transfer agreements with one or more hospitals to provide needed diagnostic, medical and surgical services. Providing the resident with transportation to and from services ordered by the physician outside the facility for services not provided in the facility.

- 12.5 Maintain written policies regarding the rights and responsibilities of the resident. These policies will be made available to residents, or any other interested parties.
- 12.6 Obtain written acknowledgement that the resident's rights and responsibilities have been explained with a copy of same provided.
- 12.7 Maintain clinical services for Dental, Eye, Podiatry, Dermatology and Audiology, if warranted and ordered by the attending physician or upon request of resident/responsible person.
- 12.8 Develop a comprehensive care plan for each resident, prepared with the participation of resident/responsible person, if they choose.

13. MISCELLANEOUS PROVISIONS

- 13.1 The resident may be permitted therapeutic leaves. Advance notice of 24 hours, depending upon the medication administration schedule by the resident is requested so that a physician's order may be obtained, the pharmacy notified and necessary preparations for safe departure from the facility made. The resident / responsible person must sign our Release of Responsibility Form.
- 13.2 Residents who are alert, oriented and capable of understanding their rights and responsibilities may exit the building but remain on the facility grounds. The resident will notify staff at the nurse's station when leaving and re-entering the building, and a notation will be made on the Resident Sign – Out Log. The center courtyard and screened porch in the recreation area maybe used without signing in or out.
- 13.3 The FACILITY will be responsible for notifying the resident's attending physician and their next-of-kin of significant changes in the resident's physical, mental or emotional status.
- 13.4 The resident will be transferred or discharged only for medical reasons, or for his welfare or that of other residents, for nonpayment of his/her stay, or if the facility ceases to operate. Notice will be given to the resident/responsible person 30 days before a transfer or discharge, except where the health or safety of individuals in the facility is endangered, the resident's health improves sufficiently to allow a more immediate transfer or discharge, the transfer or discharge is required by the resident's urgent medical needs, or the resident has not resided in the FACILITY for at least 30 days.
- 13.5 Upon admission to an acute care hospital, the responsible person will be notified and the FACILITY'S Bed-Hold policy and procedures followed.
- 13.6 Personal clothing will be laundered by the FACILITY at no charge to the resident. Clothes must be machine washable.
- 13.7 The FACILITY will be responsible for keeping confidential and protect from loss, damage tampering or use by unauthorized individuals, all information contained in the medical records. Written consent of the resident or their guardian must be presented before the FACILITY will release any information. Information will be released to other health care facilities in the case of transfers and to third party payors in order to determine the resident's proper level of care.

- 13.8 The resident may retain the attending physician of their choice, so long as the physician is credentialed and on staff with the facility meeting state, federal and facility requirements.
- 13.9 Each resident will have the right to self administer drugs unless the physician and/or the interdisciplinary team has determined for each resident that this practice is unsafe.
- 13.10 Each resident will have the right to manage their own financial affairs and property. The resident may designate in writing, the FACILITY to manage their financial affairs. Should the FACILITY accept responsibility for managing the resident's personal funds, held in a trustee account, the FACILITY is obligated to hold, safeguard and account for the same. The FACILITY will not charge for these services. In addition,
- 13.10.1 The FACILITY will maintain records of the resident's Trustee Accounts using generally accepted accounting principles, subject to an annual audit by an independent accounting firm.
- 13.10.2 The FACILITY will maintain and adhere to written policies and procedures governing the resident's property and financial affairs.
- 13.10.3 The FACILITY will provide an individualized quarterly statement of each resident's account for review by the resident or responsible person. The quarterly statement may be mailed directly to the responsible party provided a written request is made to the Resident Accounting Office.
- 13.10.4 The FACILITY will establish and maintain adequate insurance coverage to protect the resident's funds held in their trustee accounts. Trustee accounts maintained by the FACILITY will be deposited on in banking institutions insured by the Federal Deposit Insurance Corporation.
- 13.10.5 If a resident dies without a will, the FACILITY will release funds to the resident's intestate representative once a proper accounting has been made.
- 13.10.6 If a resident is discharged the funds will go to the resident once a proper accounting has been made.
- 13.10.7 Pursuant to Act 171 of the General Assembly, Facility is required to hold unclaimed property for 30 days. After 30 days the facility will send certified notice of unclaimed property to the resident and / or representative. If the property continues to be unclaimed 15 days after the certified notification, Facility may dispose of property. The Environmental Services Department will be responsible for sending out notification. There is no charge for storage of unclaimed property to the resident or responsible party.
- 13.10.8 The FACILITY is not responsible for the preparation of any Federal, State or Local tax returns on behalf of the Resident. The FACILITY will cooperate in any way possible, so that the resident or the responsible person may fulfill these requirements.
- 13.11 The resident may provide their own portable television and other audio-visual equipment provided the FACILITY'S Maintenance Department has inspected for safety and if space permits. The resident may also provide their own wheelchair, geri-chair, bed or any other personally owned equipment. Said equipment will require inspection and approval by the

Environmental Services Department, Maintenance Department, and the Safety Committee Chairman. The cost of repairing these personally owned items is the responsibility of the resident. The maximum dimensions of the television are 23” wide, 15” deep, and 16” high.

- 13.12 The FACILITY will provide television sets in public areas for the enjoyment and entertainment of the residents.
- 13.13 The FACILITY will provide public pay telephones conveniently located for the use of the residents.
- 13.14 The FACILITY will provide religious services to all residents. All denominations are welcome.
- 13.15 The FACILITY is a non-smoking building for all residents.
- 13.16 The FACILITY will permit members of recognized community organizations or representatives of the Department of Aging Ombudsman Program, whose purposes include rendering assistance to residents without charge, to have access to the FACILITY, unless administratively or medically contraindicated as documented in the resident’s record.
- 13.17 Residents may receive visitors at any time. Visitors with communicable or infectious disease will be prohibited. Restricted visiting hours may be enforced in the event of an epidemic in the community or within the FACILITY.
- 13.18 The FACILITY will operate in compliance with the terms of Title VI of the Civil Rights Act of 1964, the laws and regulations governing similar institutions, as enacted by the United States Congress and the Commonwealth of Pennsylvania Legislature. All terms and conditions of this agreement are subject to such laws and regulations.
- 13.19 The FACILITY is hereby given certification that the information given by the resident and/or responsible party in applying for payment, under Title XVIII (Medicare), Title XIX (Medicaid), the Social security Act and the FACILITY’S pre-admission application is correct; further that the FACILITY is hereby authorized and directed to release information concerning the resident to federal and/or state agencies and regulatory bodies in connection with any illness of, or treatment to be rendered to the resident.

14. RESIDENT, NEXT-OF-KIN AND/OR RESPONSIBLE PERSONS ADDITIONAL OBLIGATIONS:

- 14.1 Authorize medical and nursing care, including routine diagnostic procedures and Medical treatment prescribed by members of the Medical Staff of this FACILITY.
- 14.2 Authorize the FACILITY to arrange for specialized restorative services, such as Physical Therapy, Occupational Therapy, Speech Therapy, Restorative Nursing Program and Audiology by qualified personnel, as needed by the resident to improve and maintain functioning and upon written order of the attending physician.
- 14.3 Provide 72 hour notice to arrange for discharge from Pleasant Valley Manor. This notice gives PVM time to verify the discharge plans and / or assist in establishing safe discharge plans for the resident.

- 14.4 Consent to authorize a transfer to a hospital or, other appropriate health care facility when the attending physician prescribes diagnostic studies or medical/surgical care or treatment which cannot be performed in the facility.
- 14.5 Consent to, upon approval of the attending physician, provide for the resident's immediate discharge and/or transfer if the FACILITY find that the resident is harmful to him/herself or others, or when his/her usual behavior is so disturbing as to interfere with the care and comfort of other residents.
- 14.6 Assume all responsibility and provide transportation for outside services if resident desires practitioner other than one provided by the facility.
- 14.7 Authorize the FACILITY to administer a flu vaccine annually and a pneumonia vaccine, except when medically contraindicated by the attending physician.

15. DEFINITIONS

- 15.1 Guardian: Court appointed representative. May be guardian of the estate, guardian of the person or both.
- 15.2 Next-of-Kin: The person listed on the medical record or chart to be contacted for any medically related matters as described in this agreement.
- 15.3 Power-of-Attorney: Legal document converting full or partial rights of resident to another person.
- 15.4 Resident's Intestate Representative: At the time of death, the FACILITY will release funds to the resident's intestate representative or as authorized by the resident's intestate representative. (Intestate means without a will being present).
- 15.5 Resident's Responsible Person: The person designated by the resident to act on the resident's behalf as described in this agreement.

(signatures on following page)

ADMISSION AGREEMENT ACCEPTANCE

Each of the undersigned does hereby agree to comply with all conditions as set forth in this Agreement AND by the Commonwealth of Pennsylvania's Department of Health, State Medical Assistance Regulations and Federal Medicare Regulations as required by financial status; AND

Each of the undersigned does hereby aver, swear, and confirm the information provided during the admission process is and will be true and correct.

Each of the undersigned acknowledges the FACILITY'S Resident Rights and Responsibilities have been explained and a copy received.

Resident

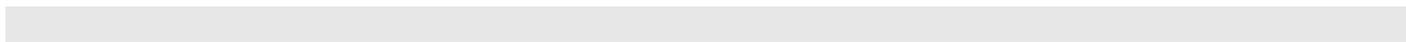
Date

Responsible Party

Date

Facility Representative

Date



Pleasant Valley Manor, Inc.
Attachment A
2010 Nursing Facility Charges

Rates Below are Effective 02/01/2010.

Room, Board and Care Rates:

- **Private Room:** \$245.00 per day
- **Semi-Private (2 bed):** \$235.00 per day
- **Semi-Private (4 bed):** \$225.00 per day
- **Medicare Part A Co-Insurance:** \$137.50 per day

Bed Hold Rate: If a Medical Assistance eligible resident is admitted to an acute care hospital, a bed will be held vacant for fifteen (15) days. If the resident does not return by the sixteenth (16) day, he/she will be discharged or, by resident/family request, charged one hundred percent (100%) of the private pay rate to hold the bed.

Respiratory Therapy Services and Supplies:

- **Respiratory Therapy Visit:** \$ 15.75 per visit
- **Oxygen Concentrator Rental:** \$ 5.25 daily
- **Oxygen Use:** \$ 9.00 each
- **Nebulizer Use:** \$ 3.75 daily

Rehabilitation Services:

Physical Therapy, Occupational Therapy and Speech Therapy rates shall be based upon the rates that are published annually by the Centers for Medicare and Medical Assistance

*Note: If you are a Medical Assistance recipient, the Commonwealth will pay the charges above. If you are eligible for Medicare Part A **and** B coverage, Medicare will pay for these services, subject to current Medicare deductibles and co-insurance.*

Reproduction of Records:

Reproduction of records fees shall be based upon the rates that are published annually by the Secretary of the Department of Health in the Pennsylvania Bulletin. In addition actual cost of postage, shipping and delivery may also be charged.

Other:

- **Any Charges Not Paid or Denied by Medicare or your Supplemental Insurance Carrier**
- **Returned Check Fee - \$30 or the actual charge levied on our accounts**

Pleasant Valley Manor, Inc.; 4227 Manor Drive; Stroudsburg, PA 18360
(570) 992-4172 ext. 249

Pleasant Valley Manor, Inc.
Attachment B
2010 Contracted Health Insurance and Managed Care Plans

Pleasant Valley Manor currently exercises contractual agreements with the following:

- Geisinger Health Plan
- Ascera Care Hospice
- Compassionate Care Hospice
- Odyssey Hospice
- V.N.A. Hospice
- Hospice Saint John

Please contact your Insurance Plan Administrator to determine coverage and limits

CPR (CARDIOPULMONARY RESUSCITATION)

Please read the following information about CPR (Cardiopulmonary Resuscitation) carefully before making a decision.

Cardiopulmonary resuscitation (hereafter "CPR") is initiated when a resident's breathing and/ or heart function has ceased. CPR is the provision of assistance with breathing and heart function provided by facility staff by blowing air into the resident's lungs to stimulate breathing and by pressing on the chest to stimulate heart function. These procedures may or may not restart normal breathing and normal heart function, depending on many factors that your physician, or his/ her designee, will discuss with you. There is risk of injury to the ribs or internal organs from pressing on the chest. Other injuries are possible from the mechanical trauma of CPR.

There is no alternative treatment available in the facility for a resident whose breathing and heart function have both stopped.

Once CPR has been started, facility staff will call the local medical emergency transport team to take you to the hospital. Treatment may be continued or more advanced treatment may be initiated en route. At the hospital more advanced treatment is continued or discontinued in accordance with institutional policies.

A resident may choose to refuse CPR. If this is the choice made, the facility staff will give no treatment to the resident once breathing and heart function have ceased.

It is my desire that I be given:

- CPR (Cardiopulmonary Resuscitation)
I am expressing a desire to have Cardiopulmonary Resuscitation be done in the event of a cardiac arrest. I understand that in the event of a cardiac arrest, CPR will be initiated by staff and emergency personnel will be called.
- I do not wish to make a choice at this time. I understand that if I have not made a choice CPR will be administered.
- NO CPR (No Cardiopulmonary Resuscitation). Refer to State approved DNR Form.

I understand that I may change my above choice at any time by completing a new Form.

I have made this decision being fully informed and of my own free will. If I am an authorized representative, I have made this decision based on what I believe the resident would have wanted had he/ she been able to make this choice for him/ her self. If this is not possible to know, I have made a decision that I believe to be in the best interests of the resident.

I, or my authorized representative, absolve, to the extent permitted by law, my healthcare providers, their successors, and facility assigns from any liability for their acts or omissions in carrying out, in good faith, the choice expressed in this document.

Resident/Patient Name

Resident/Patient Signature

Date

If Resident/Patient's authorized representative signs on behalf of a resident who is unable to make or communicate his/her own decisions for medical treatment, indicate relationship to resident.

Resident/Patient's Authorized Representative Signature

Date

Title of Relationship (e.g., Surrogate, Proxy or Health Care Agent, Power of Attorney for Health Care, Guardian, Relative)

2009 H1N1 INFLUENZA VACCINE

INACTIVATED (the "flu shot")

WHAT YOU NEED TO KNOW

Many Vaccine Information Statements are available in Spanish and other languages. See www.immunize.org/viis.

1 What is 2009 H1N1 influenza?

2009 H1N1 influenza (also called Swine Flu) is caused by a new strain of influenza virus. It has spread to many countries.

Like other flu viruses, 2009 H1N1 spreads from person to person through coughing, sneezing, and sometimes through touching objects contaminated with the virus.

Signs of 2009 H1N1 can include:

- Fatigue
- Fever
- Sore Throat
- Muscle Aches
- Chills
- Coughing
- Sneezing

Some people also have diarrhea and vomiting.

Most people feel better within a week. But some people get pneumonia or other serious illnesses. Some people have to be hospitalized and some die.

2 How is 2009 H1N1 different from regular (seasonal) flu?

Seasonal flu viruses change from year to year, but they are closely related to each other.

People who have had flu infections in the past usually have some immunity to seasonal flu viruses (their bodies have built up some ability to fight off the viruses).

The 2009 H1N1 flu is a new flu virus. It is very different from seasonal flu viruses.

Most people have little or no immunity to 2009 H1N1 flu (their bodies are not prepared to fight off the virus).

3 2009 H1N1 influenza vaccine

Vaccines are available to protect against 2009 H1N1 influenza.

- These vaccines are made just like seasonal flu vaccines.
- They are expected to be as safe and effective as seasonal flu vaccines.
- They will not prevent "influenza-like" illnesses caused by other viruses.
- They will not prevent seasonal flu. *You should also get seasonal influenza vaccine, if you want to be protected against seasonal flu.*

Inactivated vaccine (vaccine that has killed virus in it) is injected into the muscle, like the annual flu shot. **This sheet describes the inactivated vaccine.**

A **live, intranasal vaccine** (the nasal spray vaccine) is also available. It is described in a separate sheet.

Some inactivated 2009 H1N1 vaccine contains a preservative called thimerosal to keep it free from germs. Some people have suggested that thimerosal might be related to autism. In 2004 a group of experts at the Institute of Medicine reviewed many studies looking into this theory, and found no association between thimerosal and autism. Additional studies since then reached the same conclusion.

4 Who should get 2009 H1N1 influenza vaccine and when?

WHO

Groups recommended to receive 2009 H1N1 vaccine first are:

- Pregnant women
- People who live with or care for infants younger than 6 months of age
- Health care and emergency medical personnel
- Anyone from 6 months through 24 years of age
- Anyone from 25 through 64 years of age with certain chronic medical conditions or a weakened immune system

As more vaccine becomes available, these groups should also be vaccinated:

- Healthy 25 through 64 year olds
- Adults 65 years and older

The Federal government is providing this vaccine for receipt on a voluntary basis. However, state law or employers may require vaccination for certain persons.

WHEN

Get vaccinated as soon as the vaccine is available.

Children through 9 years of age should get **two doses** of vaccine, about a month apart. Older children and adults need only one dose.

5 Some people should not get the vaccine or should wait

You should not get 2009 H1N1 flu vaccine if you have a **severe (life-threatening) allergy to eggs, or to any other substance in the vaccine.** *Tell the person giving you the vaccine if you have any severe allergies.*

Also tell them if you have ever had:

- a life-threatening allergic reaction after a dose of seasonal flu vaccine,
- Guillain Barré Syndrome (a severe paralytic illness also called GBS).

These may not be reasons to avoid the vaccine, but the medical staff can help you decide.

If you are moderately or severely ill, you might be advised to wait until you recover before getting the vaccine. If you have a mild cold or other illness, there is usually no need to wait.

Pregnant or breastfeeding women can get inactivated 2009 H1N1 flu vaccine.

Inactivated 2009 H1N1 vaccine may be given at the same time as other vaccines, including seasonal influenza vaccine.

6 What are the risks from 2009 H1N1 influenza vaccine?

A vaccine, like any medicine, could cause a serious problem, such as a severe allergic reaction. But the risk of any vaccine causing serious harm, or death, is extremely small.

The virus in inactivated 2009 H1N1 vaccine has been killed, so you cannot get influenza from the vaccine.

The risks from inactivated 2009 H1N1 vaccine are similar to those from seasonal inactivated flu vaccine:

Mild problems:

- soreness, redness, tenderness, or swelling where the shot was given
- fainting (mainly adolescents)
- headache, muscle aches
- fever
- nausea

If these problems occur, they usually begin soon after the shot and last 1-2 days.

Severe problems:

- Life-threatening allergic reactions to vaccines are very rare. If they do occur, it is usually within a few minutes to a few hours after the shot.
- In 1976, an earlier type of swine flu vaccine was associated with cases of Guillain-Barré Syndrome (GBS). Since then, flu vaccines have not been clearly linked to GBS.

7 What if there is a severe reaction?

What should I look for?

Any unusual condition, such as a high fever or behavior changes. Signs of a severe allergic reaction can include difficulty breathing, hoarseness or wheezing, hives, paleness, weakness, a fast heart beat or dizziness.

What should I do?

- Call a doctor, or get the person to a doctor right away.
- Tell the doctor what happened, the date and time it happened, and when the vaccination was given.
- Ask your provider to report the reaction by filing a Vaccine Adverse Event Reporting System (VAERS) form. Or you can file this report through the VAERS website at www.vaers.hhs.gov, or by calling 1-800-822-7967.

VAERS does not provide medical advice.

8 Vaccine injury compensation

If you or your child has a reaction to the vaccine, your ability to sue is limited by law.

However, a federal program has been created to help pay for the medical care and other specific expenses of certain persons who have a serious reaction to this vaccine. For more information about this program, call 1-888-275-4772 or visit the program's website at www.hrsa.gov/countermeasurescomp/default.htm.

9 How can I learn more?

- Ask your provider. They can give you the vaccine package insert or suggest other sources of information.
- Call your local or state health department.
- Contact the Centers for Disease Control and Prevention (CDC):
 - Call 1-800-232-4636 (1-800-CDC-INFO) or
 - Visit CDC's website at www.cdc.gov/h1n1flu or www.cdc.gov/flu
- Visit the web at www.flu.gov



DEPARTMENT OF HEALTH AND HUMAN SERVICES
CENTERS FOR DISEASE CONTROL AND PREVENTION



Vaccine Information Statement
2009 H1N1 Inactivated Influenza Vaccine 10/2/09

INACTIVATED INFLUENZA VACCINE

WHAT YOU NEED TO KNOW 2009-10

Many Vaccine Information Statements are available in Spanish and other languages. See www.immunize.org/vis.

1 Why get vaccinated?

Influenza ("flu") is a contagious disease.

It is caused by the influenza virus, which can be spread by coughing, sneezing, or nasal secretions.

Other illnesses can have the same symptoms and are often mistaken for influenza. But only an illness caused by the influenza virus is really influenza.

Anyone can get influenza, but rates of infection are highest among children. For most people, it lasts only a few days. It can cause:

- fever
- sore throat
- chills
- fatigue
- cough
- headache
- muscle aches

Some people, such as infants, elderly, and those with certain health conditions, can get much sicker. Flu can cause high fever and pneumonia, and make existing medical conditions worse. It can cause diarrhea and seizures in children. On average, 226,000 people are hospitalized every year because of influenza and 36,000 die – mostly elderly. **Influenza vaccine can prevent influenza.**

2 Inactivated influenza vaccine

There are two types of seasonal influenza vaccine:

1. **Inactivated** (killed) vaccine, or the "flu shot" is given by injection into the muscle. 2. **Live, attenuated** (weakened) influenza vaccine is sprayed into the nostrils. *This vaccine is described in a separate Vaccine Information Statement.*

These "seasonal" influenza vaccines are formulated to prevent annual flu. They do not protect against pandemic H1N1 influenza.

Influenza viruses are always changing. Because of this, influenza vaccines are updated every year, and an annual vaccination is recommended.

Each year scientists try to match the viruses in the vaccine to those most likely to cause flu that year. When there is a close match the vaccine protects most people from serious influenza-related illness. But even when there is not a close match, the vaccine provides some protection. Influenza vaccine will *not* prevent "influenza-like" illnesses caused by other viruses.

It takes up to 2 weeks for protection to develop after the shot. Protection lasts up to a year.

Some inactivated influenza vaccine contains a preservative called thimerosal. Some people have suggested that thimerosal may be related to developmental problems in children. In 2004 the Institute of Medicine reviewed many studies looking into this theory and concluded that there is no evidence of such a relationship. Thimerosal-free influenza vaccine is available.

3 Who should get inactivated influenza vaccine?

Anyone who wants to reduce the likelihood of becoming ill with influenza or spreading influenza to others.

All children 6 months and older and all older adults:

- All children from 6 months through 18 years of age.
- Anyone 50 years of age or older.

Anyone who is at risk of complications from influenza, or more likely to require medical care:

- Women who will be **pregnant** during influenza season.
- Anyone with **long-term health problems** with:
 - heart disease
 - kidney disease
 - liver disease
 - lung disease
 - metabolic disease, such as diabetes
 - asthma
 - anemia, and other blood disorders
- Anyone with a **weakened immune system** due to:
 - HIV/AIDS or other diseases affecting the immune system
 - long-term treatment with drugs such as steroids
 - cancer treatment with x-rays or drugs
- Anyone with certain **muscle or nerve disorders** (such as seizure disorders or cerebral palsy) that can lead to breathing or swallowing problems.
- Anyone 6 months through 18 years of age on **long-term aspirin treatment** (they could develop Reye Syndrome if they got influenza).
- **Residents of nursing homes** and other **chronic-care facilities**.

Anyone who lives with or cares for people at high risk for influenza-related complications:

- **Health care providers.**
- **Household contacts and caregivers of children** from birth up to 5 years of age.
- **Household contacts and caregivers of**
 - people 50 years and older, or
 - anyone with medical conditions that put them at higher risk for severe complications from influenza.

Health care providers may also recommend a yearly influenza vaccination for:

- People who provide **essential community services**.
- People living in **dormitories, correctional facilities**, or under other **crowded conditions**, to prevent outbreaks.
- People at high risk of influenza complications who **travel** to the Southern hemisphere between April and September, or to the tropics or in organized tourist groups at any time.

4 When should I get influenza vaccine?

You can get the vaccine as soon as it is available, usually in the fall, and for as long as illness is occurring in your community. Influenza can occur any time from November through May, but it most often peaks in January or February. Getting vaccinated in December, or even later, will still be beneficial in most years.

Most people need one dose of influenza vaccine each year. **Children younger than 9 years of age getting influenza vaccine for the first time** – or who got influenza vaccine for the first time last season but got only one dose – should get 2 doses, at least 4 weeks apart, to be protected.

Influenza vaccine may be given at the same time as other vaccines, including pneumococcal vaccine.

5 Some people should talk with a doctor before getting influenza vaccine

Some people should not get inactivated influenza vaccine or should wait before getting it.

- Tell your doctor if you have any **severe** (life-threatening) allergies. Allergic reactions to influenza vaccine are rare.
 - Influenza vaccine virus is grown in eggs. People with a severe egg allergy should not get the vaccine.
 - A severe allergy to any vaccine component is also a reason to not get the vaccine.
 - If you have had a severe reaction after a previous dose of influenza vaccine, tell your doctor.
- Tell your doctor if you ever had Guillain-Barré Syndrome (a severe paralytic illness, also called GBS). You may be able to get the vaccine, but your doctor should help you make the decision.
- People who are moderately or severely ill should usually wait until they recover before getting flu vaccine. If you are ill, talk to your doctor or nurse about whether to reschedule the vaccination. People with a mild illness can usually get the vaccine.

6 What are the risks from inactivated influenza vaccine?

A vaccine, like any medicine, could possibly cause serious problems, such as severe allergic reactions. The risk of a vaccine causing serious harm, or death, is extremely small.

Serious problems from influenza vaccine are very rare. The viruses in inactivated influenza vaccine have been killed, so you cannot get influenza from the vaccine.

Mild problems:

- soreness, redness, or swelling where the shot was given
- hoarseness, sore or red eyes, cough, itchiness
- fever • aches

If these problems occur, they usually begin soon after the shot and last 1-2 days.

Severe problems:

- Life-threatening allergic reactions from vaccines are very rare. If they do occur, it is usually within a few minutes to a few hours after the shot.
- In 1976, a type of influenza (swine flu) vaccine was associated with Guillain-Barré Syndrome (GBS). Since then, flu vaccines have not been clearly linked to GBS. However, if there is a risk of GBS from current flu vaccines, it would be no more than 1 or 2 cases per million people vaccinated. This is much lower than the risk of severe influenza, which can be prevented by vaccination.

7 What if there is a severe reaction?

What should I look for?

Any unusual condition, such as a high fever or behavior changes. Signs of a severe allergic reaction can include difficulty breathing, hoarseness or wheezing, hives, paleness, weakness, a fast heart beat or dizziness.

What should I do?

- **Call** a doctor, or get the person to a doctor right away.
- **Tell** the doctor what happened, the date and time it happened, and when the vaccination was given.
- **Ask** your provider to report the reaction by filing a Vaccine Adverse Event Reporting System (VAERS) form. Or you can file this report through the VAERS website at www.vaers.hhs.gov, or by calling 1-800-822-7967.

VAERS does not provide medical advice.

8 The National Vaccine Injury Compensation Program

A federal program exists to help pay for the care of anyone who has a serious reaction to a vaccine.

For more information about the National Vaccine Injury Compensation Program, call **1-800-338-2382**, or visit their website at www.hrsa.gov/vaccinecompensation.

9 How can I learn more?

- Ask your provider. They can give you the vaccine package insert or suggest other sources of information.
- Call your local or state health department.
- Contact the Centers for Disease Control and Prevention (CDC):
 - Call **1-800-232-4636 (1-800-CDC-INFO)** or
 - Visit CDC's website at www.cdc.gov/flu



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Vaccine Information Statement (Interim)
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