The Weinberg Center for Elder Justice at the Hebrew Home at Riverdale's (the "Weinberg Center")

**Pre-Admission Packet**

As you consider coming to stay at the Weinberg Center's shelter, this packet is an important first step in your partnership with the Weinberg Center. It contains information for you about the structure of our program, as well as forms that will provide us with information that will help us to work together to design your care plan. This packet includes:

1. The Weinberg Center Policies
3. Authorization to Act as Representative at Fair Hearings
4. Authorization and Consent to Pursue Hardship Waiver
5. Things You Need to Know About Financial Coverage During Your Stay
6. A List of Documents to Submit to the Weinberg Center

You will be provided with and expected to sign "The Hebrew Home for the Aged at Riverdale Admission Agreement." Shortly after you arrive, a meeting will be scheduled between you and our Admissions/Finance Office (Richard Nosek ext. 1305) to review and sign this document.

You will also receive a Notice of Privacy Policies on the day of your actual admission to the Weinberg Center. This notice describes how medical information about you may be used and disclosed and how you can obtain access to this information.

Please take the time to review these forms carefully and complete them as thoroughly as possible.

*I hereby acknowledge receipt of a complete copy (consisting of 1 page) of the foregoing information.*

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**Relative/Representative/Advocate**

**Date**

**Resident Name:** __________________________
Policies and Agreement:

The Weinberg Center for Elder Justice developed these policies to ensure your health and safety, the health and safety of our residents, and the health and safety of our staff. Security and your physical and mental well-being guide the following restrictions:

1. For the initial 2 weeks of your stay, the Weinberg Center will not acknowledge that you are resident at the facility to visitors or callers. After two weeks, continued confidentiality will be determined on a case-by-case basis.

2. Do not disclose to the alleged abuser, family members or any other third party that you are staying at the Weinberg Center.

3. All visits and/or phone calls, including cellular calls, will be restricted for two weeks from the date of your admission.

4. After two weeks, all visitors and phone calls, both personal and professional, must be approved by the Weinberg Center.

5. Communication with anyone you have an Order of Protection against is prohibited.

6. Alcohol and recreational drugs are not allowed on the premises. The Weinberg Center is a non-smoking facility. Smoking is prohibited on and off the premises.

7. You may be asked to leave if you exhibit disruptive or abusive behavior, which we define as one person mistreating another. This can include emotional, verbal or physical violence, as well as threatening or intimidating behavior or destructive action.

8. Your visitors may be asked to leave if they exhibit disruptive or abusive behavior, as defined above.

9. If you would like a day or overnight pass during your stay, prior permission must be approved by the Weinberg Center.

10. Before exiting the shelter, check with the Weinberg Center staff about exit procedures and a safe discharge plan.

I have read and understand the above rules. I agree to act in accordance with these by signing below.

______________________________  ______________________________
Signature of resident/responsible party                      Date
THINGS YOU NEED TO KNOW ABOUT FINANCIAL COVERAGE AT THE WEINBERG CENTER:

No one is turned away from the Weinberg Center's shelter for inability to pay. However, if at any point, a Weinberg Center client becomes eligible to have any portion of the cost of his or her stay paid for by Medicare or Medicaid, our staff will begin the process of applying for these benefits on the client's behalf and expect full cooperation from the client and/or his or her family and/or community case manager. Below is information related to eligibility requirements for Medicare and Medicaid.

The referring community agency is expected to participate as an active partner in the process of applying for Medicare or Medicaid or otherwise securing financial coverage. The community agency will provide the Weinberg Center with as much of the client’s documentation as possible and will facilitate the process of acquiring any additional information or documentation that becomes necessary.

Medicare

In order to qualify under this coverage, the resident must satisfy one of the criteria mandated by Medicare. An example is that the resident must have at least three (3) days of stay in a hospital, and this hospitalization must have occurred within thirty (30) days prior to admission into our facility. The length of Medicare coverage could be for a maximum of one hundred (100) days; it could be less, depending on the resident's situation at the time of admission. This will be explained in detail at the time of admission or a few days thereafter when the resident's family or representative meets with the Finance Unit of our Access Admission Department.

Medicaid

When a shelter client is admitted with no funds to pay for their stay, an application for nursing home Medicaid benefits must be filed. The word "application" as used herein also means conversion of an existing community Medicaid into a nursing home Medicaid. Conversion happens when the client, upon admission, already has Medicaid while s/he was residing in the community. This is referred to as the community Medicaid. However, the community Medicaid does not pay for nursing home services so community Medicaid has to be converted into a nursing home Medicaid. The documents required for a nursing home Medicaid application are almost the same as those required for the conversion process. Hence, what the Weinberg Center will require for a new application will be the same for the conversion. The word "application" therefore refers either to a new application or to a conversion. The Weinberg Center has provided the client and/or family with a list of the documents needed for the Medicaid application. (See attached document entitled "Documents to Bring to the Weinberg Center."

A Weinberg Center client may enlist the services of an outside representative or an elder law attorney to file and secure the Medicaid for the client. If so, the client and/or client's family must
notify the Weinberg Center immediately. If the client elects not to enlist outside assistance, Weinberg Center staff will help facilitate the application and/or conversion process. **The client and/or family is expected to cooperate and participate fully in this process.** Furthermore, the referring community agency is expected to facilitate this process and provide as much documentation as possible.

When the resident becomes Medicaid eligible, the client/family must be aware of, and comply with, the following:

a) All required documents for the Medicaid application must be submitted to the Home for review within thirty (30) days from admission date or from the date of eligibility for nursing home Medicaid (see item #3c).

b) Time-sensitive documents such as bank/investment accounts statements submitted to the Weinberg Center must include the period up to the resident’s admission date or his/her Medicaid eligibility date (see item #3c).

c) **As per Medicaid regulations,** all the resident’s monthly or periodic income(s) - social security, pension, annuity, etc. - must be turned over to Medicaid through the Weinberg Center to form part of his/her cost of care. This **should take effect** as from either
   1. the admission date, or
   2. the date when the resident has exhausted all his/her funds if s/he has been paying private (also known as the Medicaid eligibility date), or
   3. the date when Medicaid should commence simultaneously with Medicare-covered days, if any.
   This means that the income(s) cannot be used by the resident or by anyone else for any purpose, but instead should be remitted or caused to be remitted to the Nursing Home.

d) If the Medicaid application includes a reimbursement to the resident for the monthly or periodic health insurance premium (such as AARP, Blue Cross, etc), such reimbursement will not take effect unless and until the nursing home Medicaid is approved. Normally, this reimbursement is retroactive to the first full month of Medicaid eligibility.

e) If the resident owns real property such as a house, a condo, or a coop apartment, Medicaid requires that such property must be sold as soon as possible. Proceeds from the sale of such property will then have to be used for the resident’s cost of care at the Weinberg Center and/or for the allowances authorized by Medicaid mentioned under item #2 above (private pay). Selling such property may be deferred only if the resident is paying private for a while (for at least one (1) year). As a rule, **Medicaid will not approve** an application for Medicaid benefits while the resident still owns properties or assets. And as a matter of procedure and policy, therefore, the Home will continue to bill the resident/family/representative for private pay until the asset(s) is sold.

f) **MANAGED LONG TERM CARE.** If Resident is enrolled, or becomes enrolled, in a Managed Long Term Care Plan ("MLTCP") approved by the
State of New York, then Resident’s payment obligations to the Home shall be governed by the terms and conditions of the MLTCP, which shall supersede any inconsistent provision of this Agreement. Notwithstanding the foregoing, in the event Resident’s status as an enrollee in the MLTCP is retroactively terminated, the payment provisions of this Agreement shall apply to any period during which Resident is determined not to be an enrollee in the MLTCP.

Private Pay (including Insurance, if any)

If a shelter client is admitted to the Weinberg Center with funds or private insurance, the client will be billed privately for the cost of his/her stay. Should the client’s level of care change during his/her stay, the private pay rate would change accordingly - that is, increase or decrease. If the client has a long-term care (LTC) insurance policy, we will attempt to secure payment from the insurance provider. The client or client’s representative must provide the Weinberg Center with a copy of the insurance policy.

Thank you.

Finance Unit
Access Admission Department

I hereby acknowledge receipt of a complete copy (consisting of 3 pages) of the foregoing information.

____________________________________   ____________________
Relative/Representative                     Date

Resident Name: _____________________________

(Revised 06/30/15)
The Harry and Jeanette
Weinberg Center for Elder Justice
AT THE HEBREW HOME AT RIVERDALE

LIST OF DOCUMENTS TO SUBMIT
(Photocopies Only; Originals Will Not Be Accepted)

1) Medicaid Card (if already on New York state Medicaid)
2) Social Security Card
3) Medicare Card
4) Proof of Enrollment in Managed Long Term Care insurance (MLTC)
5) Proof of Enrollment in Medicare Part D (Prescription Drug Plan)
6) Private Health Insurance (example: AARP, Blue Cross, etc.)
   ID Card(s) and Current Bill Paid and Check (front & back used to pay said Bill)
7) Current Year Social Security Award Letter (for both spouses, if applicable)
   Obtain from local Social Security Office and mention code “TPQY”
8) Current Year Pension Award Letter/Union Benefits Letter, (for both spouses, if applicable), letter must state gross and net amount monthly
9) Proof of U.S. Citizenship
   Birth Certificate or US Passport or Cert. Of Naturalization or Voter
   Registration or Military Discharge Papers or Letter from Social Security
10) Proof of Age (same documents for proof of US citizenship, if date of birth is indicated therein)
11) Marriage Certificate
12) Death Certificate of Spouse or Divorce Decree
13) Current (w/in the past 6 months) Utility Bill
14) Current (w/in the past 6 months) Telephone Bill
15) Proof of Residence During the Past 5 Years
   - if renting, submit Lease Agreement(s) and current rent receipt
   - if coop apartment, submit Stock Certificate and a Statement from a licensed
     Realtor or Coop Managing Agent re: the property’s current market value
   - if house or condo, submit Certified Deed and a Statement from a licensed
     Realtor re: the property’s current market value
16) Bank &/or Investment &/or Annuity Accounts (for both spouses, if applicable)
   Statements and Passbooks for all existing and closed accounts for the past five years. Also, each deposit and withdrawal of $1,000 or more must be documented: for deposits, submit copy of deposit slip and check(s), if any; for withdrawals, submit copy (front & back) of cancelled check or bill(s) for which the withdrawal was used.
17) Trust Agreement (if any, whether Revocable or Irrevocable)
   Submit all pages of the Agreement, including Schedule A and the Trust’s Tax
   Returns for the past three (5) years and all bank & investment accounts for the
   past five years under the Trust.
18) Individual Income Tax Returns for the Past 5 Years
19) Other Resources: Life Insurance (submit policy and a statement from insurance company Re: the policy's current cash surrender value); Stocks/Bonds (submit certificates and their values)

20) Veteran Status Information (if applicable, submit Military Discharge Papers/Honorable Dismissal; also, submit current pension award letter, if any)

21) Irrevocable Burial Trust - only if done w/in the past 60 months (All pages of the Trust and cancelled check (front & back) used to pay for the Trust)

Please note: Once determined Medicaid eligible, the resident’s/applicant’s monthly income (social security, pension annuity, etc) must be turned over to Medicaid (via the Nursing Home) to form part of his/her cost of care in the nursing home. Out of this income, $50 will be given to him/her monthly as personal needs allowance.
AUTHORIZATION TO ACT AS REPRESENTATIVE

I, ________________________________, hereby authorize the Harry and Jeanette Weinberg Center for Elder Abuse Prevention at the Hebrew Home at Riverdale, and any representative thereof, to represent me in all matters pertaining to my eligibility to receive, and any application for, government benefits, including, but not limited to, my application for Medical Assistance benefits and related follow-up activities.

_________________________________________________________  ________________
RESIDENT SIGNATURE                                DATE

_________________________________________________________  ________________
DESIGNATED REPRESENTATIVE SIGNATURE                      DATE
AUTHORIZATION TO ACT AS REPRESENTATIVE
AND
AUTHORIZATION FOR RELEASE OF FINANCIAL RECORDS

I, ____________________________, hereby authorize the Harry and Jeanette Weinberg Center for Elder Abuse Prevention at the Hebrew Home at Riverdale, and/or any representative thereof, to represent me in all matters pertaining to my eligibility to receive, and any application for, government benefits, including, but not limited to, Social Security Disability benefits, Supplemental Security Income benefits, and Medical Assistance ("Medicaid") benefits.

In connection therewith, I hereby authorize the release of any and all of my financial records to Hebrew Home for the Aged at Riverdale, and/or any representative thereof, including all bank statements, be they monthly, quarterly or annual statements, brokerage account statements and mutual fund account statements from all banks and other financial institutions wherein I maintain or maintained an account during the past five (5) years.

RESIDENT SIGNATURE ____________________________

DATE ____________________________

DESIGNATED REPRESENTATIVE SIGNATURE ____________________________

DATE ____________________________

Sworn to me on this ___ day of ________, 2015.

__________________
Notary Public
AUTHORIZATION TO ACT AS REPRESENTATIVE
AT FAIR HEARINGS

I,_________________________, hereby authorize the Harry and Jeanette Weinberg Center for Elder Abuse Prevention at the Hebrew Home at Riverdale, and/or any representative thereof, to represent me in all matters pertaining to my eligibility to receive, and any application for, government benefits, including, but not limited to, my application for Medical Assistance benefits ("Medicaid") and any and all related follow-up activities, including representation at a Fair Hearing or other Court proceeding (such as Article 78 proceeding). This authorization shall survive my incapacity and/or death.

_____________________________  _______________________
RESIDENT SIGNATURE             DATE

_____________________________  _______________________
DESIGNATED REPRESENTATIVE SIGNATURE  DATE
AUTHORIZATION AND CONSENT TO PURSUE HARDSHIP WAIVER

I, __________________________, do hereby consent to and authorize the Harry and Jeanette Weinberg Center for Elder Abuse Prevention at the Hebrew Home at Riverdale, and/or any representative thereof, to represent me in a hardship waiver application and proceeding, including any appeal thereof, pursuant to the Deficit Reduction Act of 2005 (Sec. 6011(d)) where the application of the Medicaid transfer of assets provisions would deprive me of medical care such that my health or life would be endangered or I would be deprived of food, clothing, shelter or other necessities of life.

_________________________________  __________________________
RESIDENT SIGNATURE                DATE

_________________________________  __________________________
DESIGNATED REPRESENTATIVE SIGNATURE DATE