

**STATE OF MICHIGAN  
IN THE INGHAM COUNTY CIRCUIT COURT**

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ELLEN M. ANDARY, a legally  
incapacitated adult, by and through  
her Guardian and Conservator,  
MICHAEL T. ANDARY, M.D., PHILIP  
KRUEGER, a legally incapacitated  
adult, by and through his Guardian,  
RONALD KRUEGER, & MORIAH,  
INC., d/b/a EISENHOWER  
CENTER, a Michigan corporation,

Plaintiffs,

v

USAA CASUALTY INSURANCE  
COMPANY, a foreign corporation,  
and CITIZENS INSURANCE  
COMPANY OF AMERICA, a  
Michigan corporation,

Defendants.

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George T. Sinas (P25643)  
Stephen H. Sinas (P71039)  
Thomas G. Sinas (P77223)  
Lauren E. Kissel (P82791)  
SINAS, DRAMIS, LARKIN, GRAVES &  
WALDMAN, P.C.  
Attorneys for Plaintiffs  
3380 Pine Tree Road  
Lansing, MI 48911  
(517) 394-7500

Mark R. Granzotto (P31492)  
MARK GRANZOTTO, P.C.  
Co-Counsel for Plaintiffs  
2684 11 Mile Road, Suite 100  
Berkley, MI 48072  
(248) 546-4649

Case No. 2019-000738-CZ

Hon. Wanda M. Stokes

Lori McAllister (P39501)  
DYKEMA GOSSETT PLLC  
Attorneys for Defendants  
201 Townsend Street, Suite 900  
Lansing, MI 48933  
(517) 374-9150

Steven A. Hicks (P49966)  
Attorney at Law  
Counsel for Amicus Curiae MBIPC  
216 North Chestnut Street  
Lansing, MI 48933  
(517) 881-5564  
steve@chair2consulting.com

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**BRIEF AMICUS CURIAE ON BEHALF OF THE  
MICHIGAN BRAIN INJURY PROVIDER COUNCIL (MBIPC)**

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## **INTRODUCTION**

2019 PA 21 threatens the very existence of medical providers in Michigan providing post-acute rehabilitation services to persons injured in motor vehicle accidents in Michigan. Under the new law, reimbursement for providers rendering services not covered by Medicare is cut by 45% from what was charged for those services on January 1, 2019. See MCL 500.3157(7). Providers will be unable to provide post-acute rehabilitation services for persons injured in motor vehicle accidents if such drastic reductions in reimbursement are enforced. Post-acute rehabilitation for persons injured in motor vehicle accidents, as we have known it for the last 45 years in Michigan, will soon come to swift, devastating end.

Enforcing the reduced reimbursement rates for services not covered by Medicare violates the constitutional rights of those providers who care for persons injured in motor vehicle accidents in Michigan including the brain injured. Such providers have a vested contract right to be paid reasonable and customary rates for services provided. By reducing reimbursement, 2019 PA 21 violates their constitutional right to contract freely with injured persons that need post-acute rehabilitation services and it retroactively changes existing contracts that these providers currently have with their patients. Const 1963, Art 1, § 10.

2019 PA 21 similarly violates the due process rights of those same providers by depriving them of a protected property interest in an on-going business concern. Const 1963, Art 1, § 17. It also violates their equal protection rights by treating post-acute rehabilitation services differently than services covered under the Medicare program. Const 1963, Art 1, § 2. This Court should deny summary disposition under MCR 2.116(C)(10) because Plaintiffs have stated viable constitutional claims in this declaratory relief action.

## **AMICUS CURIAE'S INTEREST**

The Michigan Brain Injury Provider Council (MBIPC) is a trade association that serves providers in professions related to brain injury rehabilitation. MBIPC seeks to enhance the ability of its members to provide high quality, ethical rehabilitation, health care, and related services for the brain injured. To further its mission, MBIPC works with the legislative, judicial and executive branches of state government to improve access to and funding for needed services for the brain injured. MBIPC advocates for legislation and policies that allow providers to offer high quality care in a stable health care business environment and it also supports laws and regulations that prevent injury from occurring.

MBIPC members provide post-acute rehabilitation services for the severely injured persons, including the brain injured. Unlike expenses incurred for medical care that is provided immediately after a motor vehicle accident, post-acute rehabilitation services typically are not covered by the Medicare program. Instead, post-acute rehabilitation providers are paid by no-fault, workers compensation, and in some instances, Medicaid. MBIPC members include large residential rehabilitation facilities like Eisenhower, as well as small businesses that provide services like attendant care, transportation, guardianship, medical equipment, case management, vocational rehabilitation, and home modifications.

In Michigan, unlike other states, lifetime medical care has long been provided under the No-Fault Act to those unfortunate persons injured in motor vehicle accidents. Post-acute rehabilitation services have played an essential role in ensuring that those who were injured in motor vehicle accidents in Michigan received the care that they needed. But, as stated previously, Medicare does not cover most post-acute rehabilitation services. Without

appropriate reimbursement under the No-Fault Act, post-acute rehabilitation providers will no longer be able to provide that same care for persons injured in motor vehicle accidents.

In 2019, as no-fault reform efforts moved forward at breakneck speed, MBIPC expressed its support for “a balanced reform” that would ensure “appropriate care for auto accident survivors” while also “providing rate relief for Michigan drivers.” It also launched a campaign aimed at telling the stories of survivors impacted by treatments afforded by no-fault and showcasing the efforts of ethical, committed care providers who help them thrive. But, just as MBIPC was launching that campaign, the Michigan House of Representatives was meeting – in the middle of the night – to finalize, without its input, a no-fault reform bill.

Notwithstanding MBIPC’s efforts, the Michigan Legislature passed a no-fault reform package on May 9, 2019, which Governor Whitmer signed into law on May 30, 2019. The new law created a fee schedule that would pay for all services covered by Medicare at a rate double to Medicare reimbursement rates. But, it limited reimbursement for services not covered by Medicare to a mere 55% of what was charged on January 1, 2019. In so doing, it effectively ensured that many essential post-acute rehabilitation services will no longer be provided to persons badly injured in motor vehicle accidents, including the brain injured.

MBIPC believes that the issues that will be addressed in this case may well determine whether many providers currently serving the brain injured in Michigan will be able to continue caring for persons injured in motor vehicle accidents. MBIPC shares Eisenhower Center’s interest in ensuring that post-acute rehabilitation services continue to be provided to persons injured in motor vehicle accidents in Michigan. Accordingly, MBIPC requests that this Court consider the points made below in its brief *amicus curiae*.

## **FACTUAL BACKGROUND**

Since the No-Fault Act was first adopted in Michigan in 1973, nearly 40,000 claims have been reported to the Michigan Catastrophic Claims Association (MCCA).<sup>1</sup> Almost half of the claims reported to the MCCA were still open according to the MCCA, as of June 30, 2018, and brain injuries account for more than 40% of the claims reported to the MCCA.

In 2018, the MCCA reimbursed PIP insurers for \$1.2 billion in claims paid on behalf of the catastrophically injured in Michigan. Roughly 60% of the payments made by the MCCA in 2018 were made for services not typically compensated under the Medicare program. Services not covered by Medicare included, among other things, attendant care (35.75%), residential care (20.8%), transportation (2.26%), and case management (2.19%). Clearly, such services are an integral part of post-acute rehabilitation for those persons catastrophically injured in motor vehicle accidents in Michigan, especially the brain injured.

For decades, all “reasonably necessary” services have been reimbursed by PIP insurers at the “reasonable” and “customary” rates charged by providers that rendered care for persons injured in motor vehicle accidents in Michigan, including persons that are brain injured. Typically, contracts confirming payment at the provider’s established rates are executed.<sup>2</sup> While such contracts vary based on the services provided, rates are generally specified as being consistent with the provider’s established rates when the contract is signed and a rate schedule for services provided is often incorporated into that agreement.

Under 2019 PA 21, reimbursement for services not compensable under Medicare is limited to just 55% of the amount charged for those same services on January 1, 2019.

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<sup>1</sup>See MCCA Claims Statistics attached as Exhibit A. This information is also available on-line at <http://www.michigancatastrophic.com/Consumer-Information/Claim-Statistics>.

<sup>2</sup>See Eisenhower’s contract with Krueger, which is attached as Exhibit B, along with the form required for adult foster care homes in Michigan and an additional agreement form.

In contrast, services covered by the Medicare program are reimbursed at double the current Medicare reimbursement rate. Thus, effectively, the new law provides for a 45% pay cut for those providing post-acute rehabilitation services on behalf of persons injured in a motor vehicle accident, because few of the services provided are covered by Medicare. Not surprisingly, such a drastic pay-cut poses an existential threat to providers rendering care not covered by Medicare for persons injured in motor vehicle accidents in Michigan.

### **ARGUMENT**

#### **I. PLAINTIFFS HAVE STATED VIABLE CONSTITUTIONAL CLAIMS AS PART OF THIS DECLARATORY RELIEF ACTION, AND THUS, DEFENDANTS' MOTION FOR SUMMARY DISPOSITION UNDER MCR 2.116(C)(8) SHOULD BE DENIED.**

Plaintiffs contend that the constitutional rights of Eisenhower (and Krueger) are violated by 2019 PA 21, because the new law interferes with the existing contractual relationship between them, which is protected under the Contracts Clause of the Michigan Constitution. Const 1963, Art 1, § 10. Plaintiffs also contend that Eisenhower's rights to due process and equal protection under the Michigan Constitution are violated by 2019 PA 21. Due process is violated because the new law deprives Eisenhower of its property rights by imposing fee schedules that will cause its business to cease operating, unless adjusted. Const 1963, Art 1, § 17. Equal protection is violated because 2019 PA 21 treats post-acute rehabilitation services differently than services covered under the Medicare program. Const 1963, Art 1, § 2. Those same constitutional claims are made on behalf of similarly situated providers that are likewise harmed by the fee schedule limitations imposed by 2019 PA 21.

Defendants argue primarily that Plaintiffs have no vested right that supports their constitutional claims because PIP benefits are not owed until expenses are incurred. But, Defendants mistakenly focus solely on when PIP benefits are owed to an insured by the insurer responsible for paying his or her PIP benefits and not the actual binding contractual



agreement that exists between the insured and his or her medical providers. Whether Plaintiffs have a vested right clearly depends on the contractual relationship between them, not whether the right to enforce a claim to be reimbursed with PIP benefits has accrued.

The defense also misleadingly contends that there is no difference between the right to be paid PIP benefits and the right to be paid due to the parties' binding contract. But, the right to be paid for future services provided (at the agreed upon rates) vests under the contract when the parties executed it. In contrast, the right to be paid PIP benefits (in lieu of being paid pursuant to the contract) does not accrue until the services are provided.

The word "vest" is typically defined in legal settings as meaning "[t]o give a person an immediate, fixed right of present or future enjoyment." Black's Law Dictionary, 7<sup>th</sup> Ed, p 1557. Clearly, a right to future payment does not mean that no vested right exists under the contract. It simply means that payment is not required immediately; instead, it must be made when some condition is fulfilled. Here, that condition is fulfilled when services are provided under the contract. But, the right to be paid under that contract is no less vested.

Defendants have mistaken the word "accrue" as a synonym for the word "vest". It is not. Accrue is typically defined as a verb meaning "[t]o come into existence as an enforceable claim or right". See generally, Black's Law Dictionary (7<sup>th</sup> Ed), p 21. As such, accrue simply means that the vested right can now be enforced. Obviously, the right to payment for services under the contract cannot be enforced until the services are provided.

**A. Applying the fee schedule limitations under 2019 PA 21 violates the contracts clause by impairing vested contract rights that exist between providers and patients needing post-acute rehabilitation services.**

Prior to 2019 PA 21 being enacted, Eisenhower and Krueger entered into a binding agreement regarding the services that were provided for him. That agreement did not limit

Eisenhower's reimbursement to any fee schedules statutorily imposed by the government. Instead, it provided simply that Eisenhower would be paid its reasonable and customary rates for services provided for Krueger as a resident in its post-acute rehabilitation facilities.

Before 2019 PA 21 was passed, such an agreement conformed with the No-Fault Act's requirements that all amounts charged be reasonable and not more than the amount customarily charged by that provider (in cases where the injured person was not insured). Typically, the contract signed by the parties would identify the rates that would be charged or incorporate a schedule of the rates customarily charged by that provider for its services. Here, Eisenhower advised Krueger of the rates customarily charged for services provided.

Defendants contend that Eisenhower has no vested right to be paid its reasonable and customary rates for services provided on behalf of its resident, i.e., Krueger, despite the existence of a binding contract that says otherwise. In support of that curious position, the defense observes that PIP benefits are not payable until expenses are incurred, citing *Proudfoot v State Farm Mut Ins Co*, 469 Mich 476, 483-484, 673 NW2d 739 (2003). But, in so arguing, the defense confuses two separate and distinct legal concepts: vesting of rights under a binding contract and the right to be paid PIP benefits under the No-Fault Act.

While it is correct that the right to payment of PIP benefits accrues when services are provided, because that is when expenses are incurred, the conclusion that Eisenhower does not have a vested right until that happens is clearly wrong. Providing services for Krueger, as required by its binding contract, is nothing more than a condition precedent to Eisenhower recovering PIP benefits on his behalf for services that it has provided for him. Here, the defense confuses the right to payment of PIP benefits with Eisenhower's vested right to be paid under the contract at its reasonable, customary rates for services provided.

Prior to 2019 PA 21 being enacted in Michigan, Eisenhower and Krueger had a contractual relationship that did not limit reimbursement to Eisenhower by applying any government-imposed fee schedules. Rather, Eisenhower was entitled contractually to reimbursement for all reasonable charges for reasonably necessary services rendered on behalf of Krueger. As such, the new law impairs the obligations of a pre-existing contract.

**B. Applying the fee schedule limitations under 2019 PA 21 violates due process by depriving post-acute rehabilitation providers of a protected property interest in continuing to operate their businesses in Michigan.**

The Due Process Clause of the Michigan Constitution prohibits a person from being deprived of life, liberty, or property, without due process. Const 1963, Art 1, § 17. It thus protects an individual's property rights, including the right to own a business in Michigan. 2019 PA 21, however, enforces an arbitrary 45% pay cut on all post-acute rehabilitation services not covered by the Medicare program. In so doing, it violates the due process rights of providers like Eisenhower because such a drastic reduction in revenue for such providers makes it basically impossible for them to continue doing business in Michigan.

As was noted previously, a majority of the payments made by the MCCA reimburse providers rendering services not typically covered under the Medicare program. Yet, 2019 PA 21 imposes fee schedule limitations that reduce reimbursement by 45% on those same services. It also bases that reduction arbitrarily on the amount that providers happened to be charging on January 1, 2019, before the new law was enacted. Such a drastic reduction in reimbursement undermines the viability of the industry providing post-acute rehabilitation services in Michigan. Presumably, few, if any, businesses can afford for revenues to be reduced by 45% without it jeopardizing their ability to continue operating. The fee schedules imposed by 2019 PA 21 thus violate the due process rights of post-acute rehabilitation providers by depriving them of a protected property interest in operating their businesses.

**C. Applying the fee schedules violates equal protection because it treats providers of Medicare-covered services more favorably than providers rendering post-acute rehabilitation services not covered by Medicare.**

2019 PA 21 treats similarly situated medical providers dissimilarly by separating them into two distinct classes. The first class is limited to medical providers that render Medicare compensable services to persons injured in motor vehicle accidents. The second class consists of medical providers that render non-Medicare compensable services to such persons. Medical providers in the second class have dramatically reduced rights in comparison to the first class as reimbursement is limited to slightly more than half of what they charged as reasonable and customary rates for services rendered on January 1, 2019. In so doing, it violated the rights of post-acute rehabilitation providers to equal protection, because typically the services that they provide are not covered by the Medicare program.

Such a drastic reduction not only assumes that the rates charged for services not covered under Medicare were vastly inflated before 2019 PA 21 was enacted, it also oddly rewards providers whose charges were most excessive by imposing a uniformly arbitrary reduction of 45%. Unlike the rates applied to services that are covered by the Medicare program, which pays basically double the Medicare reimbursement rate, the fee schedule limitations imposed on post-acute rehabilitation services are not pegged to any established fee schedules or audits of what was being charged by providers for the services provided.

Defendants argue that such fee schedule limitations do not violate Eisenhower's equal protection rights, because the Legislature's decision to impose them was a rational response to providers charging too much for the services provided. But, here, the new law does not squarely address the problem of some providers charging too much for post-acute rehabilitation services. Instead, it rewards them for doing so and it perversely punishes those providers whose customary rates were reasonable before 2019 PA 21 was passed.

Effectively, 2019 PA 21 is a gift to the “gougers” of the no-fault system. And, it is a disaster for post-acute rehabilitation providers charging reasonable rates before it passed! Whatever level of scrutiny is applied, the Legislature’s decision to impose a uniformly arbitrary reduction in reimbursement for all services not covered by Medicare does not pass constitutional muster under the equal protection clause. See Mich Const 1963, Art 1, § 2.

### **CONCLUSION**

Eisenhower has viable constitutional claims in this declaratory relief action and MBIPC is interested in the outcome of this declaratory relief action, because its members have the same problem with 2019 PA 21, specifically, the 45% pay cut imposed on them for providing post-acute rehabilitation services not covered under the Medicare program. Whether Eisenhower has standing to assert claims on behalf of similarly situated providers or not, MBIPC asks that this Court consider the legal arguments stated herein, as this case will likely determine whether its members can continue to conduct business in Michigan.

WHEREFORE, Amicus Curiae MBIPC asks this Court to deny summary disposition under MCR 2.116(C)(8), because Plaintiffs have stated valid constitutional claims in this declaratory relief action, including claims that the fee schedule limitations imposed by 2019 PA 21 violate the constitutional rights of those providers in Michigan that render post-acute rehabilitation services on behalf of persons injured in motor vehicle accidents in Michigan.

Respectfully submitted:

Dated: April 27, 2020

/s/ Steven A. Hicks  
Steven A. Hicks (P49966)  
Counsel for Amicus Curiae MBIPC  
216 North Chestnut Street  
Lansing MI 48933  
(517) 881-5564  
steve@chair2consulting.com

# **EXHIBIT A**



# Michigan Catastrophic Claims Association

[About](#)[Consumer Information](#)[Financial Reports](#)[Oversight](#)[Press Releases](#)

April 22, 2020

**Assessment Data****Historic and Future Retentions****Historic Vehicles****Claim Statistics****Annual Insurance Report****FAQ****Additional Resources**

## Claim Statistics

Catastrophic claims involve injury to the brain, and/or spinal cord which results in serious and permanent disability. i.e., paralysis, coma, and reasoning ability.

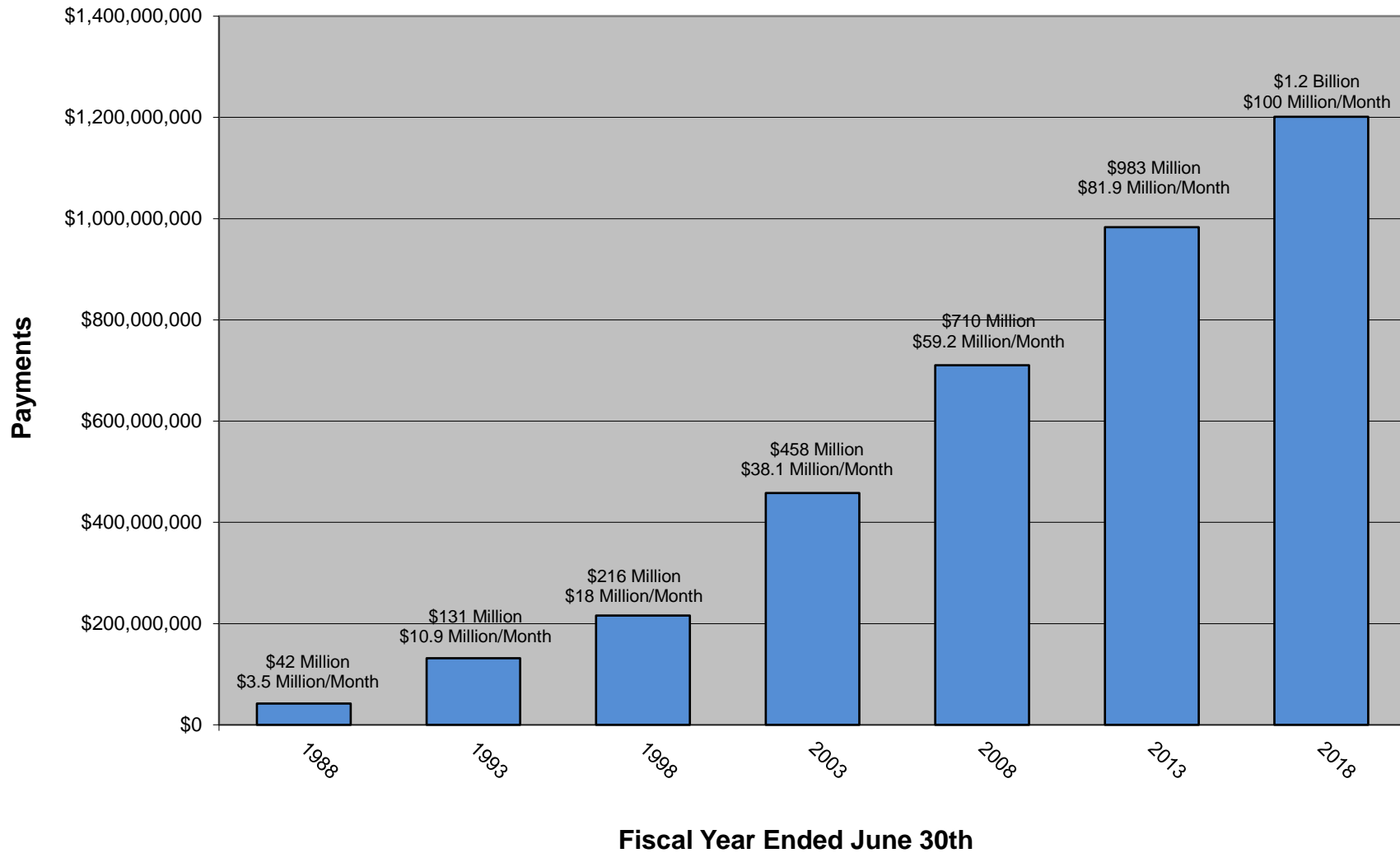
MCCA Claim Statistics Inception to Date Fiscal Year 7/1/1978 to 6/30/2018

|                      |                  |
|----------------------|------------------|
| Reported Claims:     | 39,426           |
| Open Claims:         | 18,082           |
| Total Payments Made: | \$16,528,990,541 |

## Exhibits

[Injury Distribution Chart](#)[Payment Distribution Chart](#)[Age Distribution Chart](#)[Payment Summary by Category](#)[Motorcycle Statistics](#)

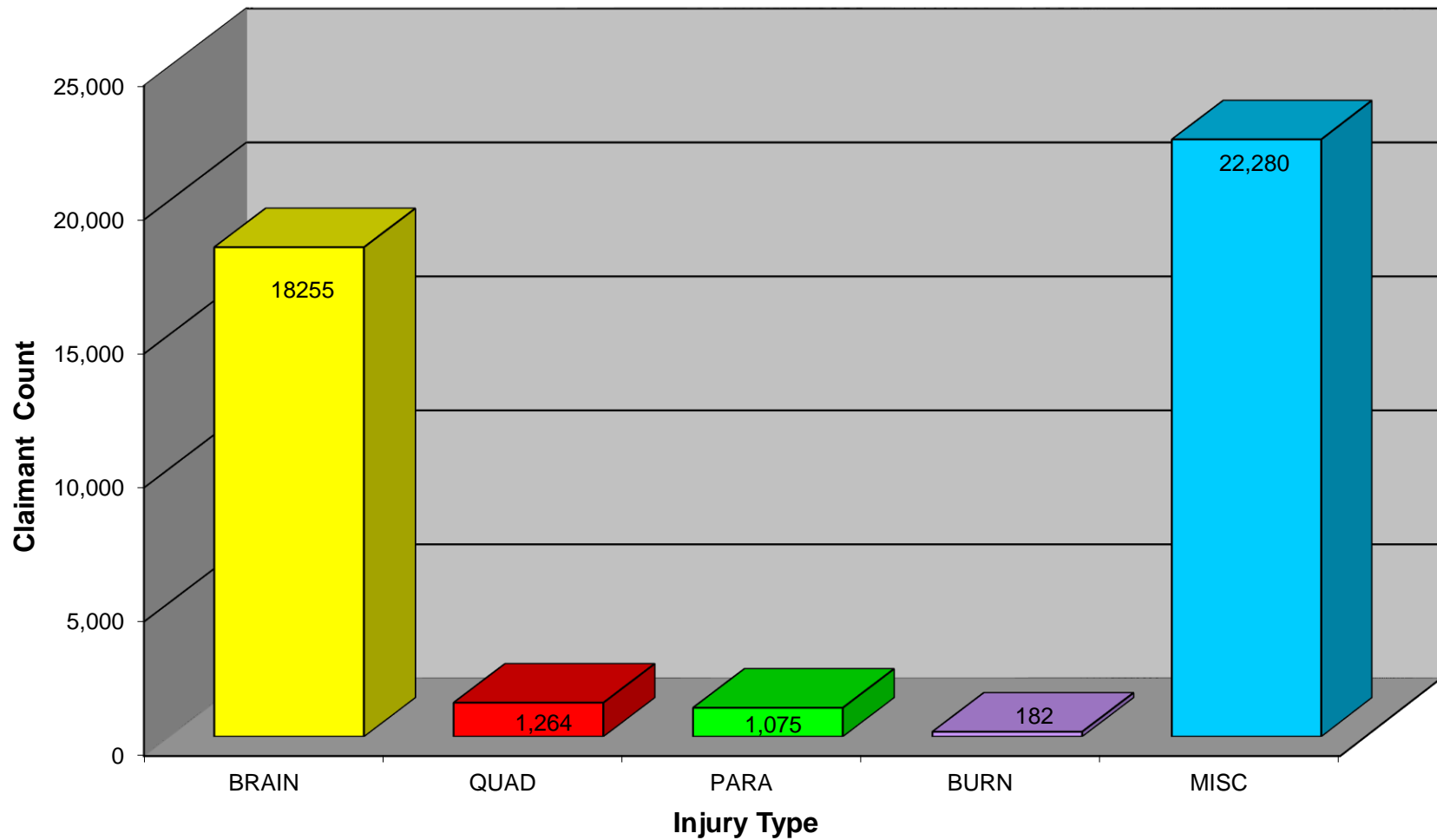
# Michigan Catastrophic Claims Association Claim Payments for No-Fault Benefits Provided 1988 to 2018



**Note: Total amount paid inception to date as of 6/30/2018 is \$ 16.5 billion**

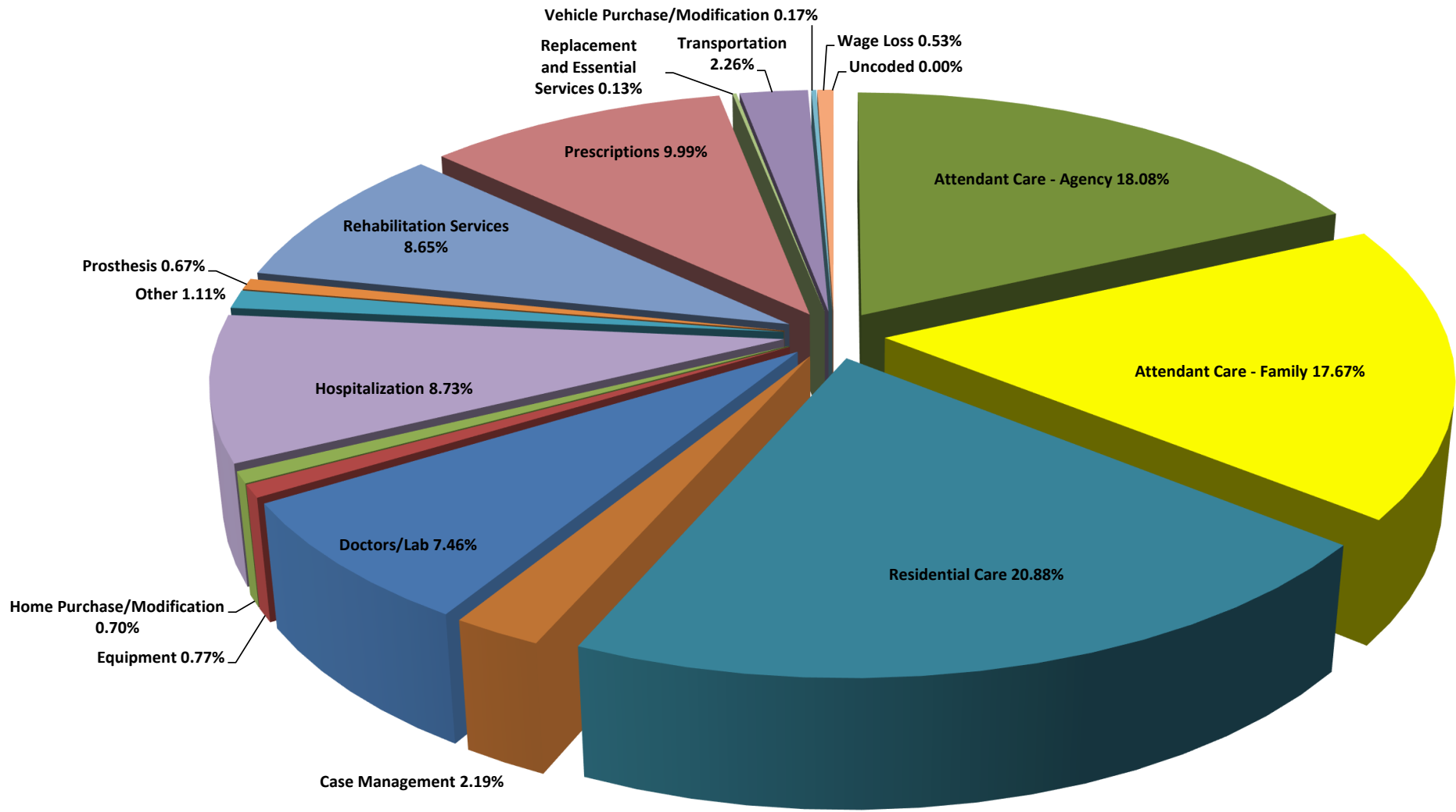


**Michigan Catastrophic Claims Association  
Injury Type Summary  
Inception to Date (as of June 30, 2018)**



Note: Total claimants reported as of June 30, 2018 is 46,859 (includes 3,803 non-probable life-time care claimants with no injury code)

**MICHIGAN CATASTROPHIC CLAIMS ASSOCIATION**  
**Loss Payment Summary by Category**  
**07/01/2017 TO 06/30/2018**



## **EXHIBIT B**

**EISENHOWER CENTER: A Neurorehabilitation Program****ADMISSION AGREEMENT**

THIS ADMISSION AGREEMENT is entered into as of this 13 day of November, 2018 by and between EISENHOWER CENTER (the "Center") and Phil Krueger (the "Client") and Ron Krueger, the client's guardian, conservator, representative, next-of-kin, and/or responsible party as appropriate (all of which may be collectively referred to in this Agreement as "Responsible Party") in connection with the Financial Agreement, Private Payment and/or Discharge Agreements (as applicable) and the Consent and Release forms, all of which are incorporated into this agreement by reference.

Understanding that the client wants to be admitted to the neurorehabilitation program (the "Program") offered by the Center and more particularly described in the Center's Client Handbook (the "Handbook"), which is incorporated by reference and made part of this agreement; and

Understanding that the Client and the Center want to specify the terms and conditions of the Client's participation in the Program; and

Understanding that the Client has been given a copy of the Handbook, which described the policies, procedures, and obligations of the Center and the Client and his/her Responsible Party; and

Understanding that the Client and his/her Responsible Party have read the Handbook, as well as certain Center Policies and Procedures and other materials of concern to them and have had an opportunity to fully discuss their questions and concerns with a representative of the Center;

**NOW THEREFORE**, in consideration of promises, mutual covenants, and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Client, the Responsible Party and the Center hereby agree as follows:

1. The Center agrees to develop for, and in conjunction with, the Client an individualized service plan designed to meet the Client's independent living, psycho social and vocational goals and to maximize the Client's potential. In this agreement this service plan will be referred to as the "plan". The Client's plan will be developed in the following way:

- (a) There will be an initial evaluation period during which the Center staff will evaluate the Client's status and potential, analyze the Client's status and potential, analyze the Client's goals and work with the Client to develop an individualized service plan designed to meet the Client's goals and needs.
- (b) The Client's Plan will set specific criteria for progress and will specify the intervals at which formal reviews of the Client's progress will be made to the Client and to the Third Party Payer, if and as applicable.
- (c) At the end of the initial evaluation period, the Client, the Responsible Party, the Client's Program Coordinator and other applicable rehabilitative staff will meet to discuss the Plan and the goals and priorities developed and set in it. At this meeting, the anticipated completion date may be adjusted from time to time based upon the Client's progress as discussed at the periodic reviews specified in of the Client's Plan. The Client and his/her guardian, if applicable, each will be required to sign a copy of the Client's Plan indicating understanding and approval of it. The signed copy will be retained by the Center with the Client's records.

2. Programs, services, classes and training tasks will be conducted according to the Center's schedule and the Client's Plan. If a non-resident, the Client agrees to arrive at the Center on a timely basis or, in cases where transportation is provided, to be at the designated location at the designated time for transporting. The Client agrees to attend in a regular and timely manner all classes, activities and tasks in or to which he/she is enrolled.

## ADMISSION AGREEMENT p. 2

3. If the Client leaves the Center's premises without permission, the Center will try to notify the Client's Responsible Party and may also notify the local police, after the discovery by the Center of the unauthorized absence if, in the opinion of the Center, such notification is appropriate. In the event that the Client is given permission to leave the Center's premises for a specified time period and is late in returning to the Center, the Center will first attempt to locate the Client at the destination specified in the sign-out log and, if unsuccessful in so locating the Client, the Center may attempt to notify the Client's Responsible Party and may also notify the local police if, in the opinion of the Center, such notification is appropriate. The Client and his/her Responsible Party agree to update family information in a timely manner so that the appropriate persons may be contacted in the event of an emergency.

4. If the Client is taking any prescribed medication, the Client or his/her Responsible Party must inform the Director of the Center and the Client's Program Coordinator of such fact on the date he/she is admitted or returned to the Program from an approved leave of absence and must furnish the Center with written prescriptions and instructions from the Client's physician concerning administration of his/her medications. Unless otherwise agreed upon by the Center and the Client, all medications must be deposited for safe-keeping with the Center.

The Client must report to the location specified by the Center at times during the day as he/she is required to take medication and is expected to self-administer all medications under staff observation.

5. Depending upon the Client's assessed level of functioning, in accordance with the Handbook, the Client may maintain a bank account, and/or may keep available to him/her, such sums of money as specified in the Handbook. The Client may be required to place in the Center's safe any valuables maintained on the Center's premises and with respect to such sums deposited with the Center, all transactions will be fully documented. The Center assumes no responsibility for any sums retained by the Client and not deposited with the Center.

6. The Client and his/her Responsible Party acknowledge that physical contact between the Client and the Center's personnel is sometimes necessary in connection with the Client's care at the Center, including but not limited to personal care, behavioral management and/or administration of treatment ordered by the Client's physician; and the Client and his/her Responsible Party hereby consent to such contact.

7. The Client and his/her Responsible Party acknowledge that the Client may require routine medical care and treatment while residing at the Center and hereby consent to the Client's referral to a primary care physician for medical care and treatment. The Client, the Responsible Party and the Center agree that the Client may choose another physician or additional physicians at any time in consultation with the Center.

8. The responsibilities of each party to this Agreement are as set forth herein and in the Handbook. The Client agrees to abide by all rules and regulations adopted by the Center. Uncooperative, disruptive, insubordinate or abusive behavior or behavior which violates the Center's Rules may constitute grounds for program changes or other appropriate action, including expulsion from the Center.

9. The Center disclaims all liability for injuries of any kind sustained by the Client on the Center's premises, except such injuries as are caused by the negligence of the Center or its employees.

10. The terms and conditions of payment of fees and charges, are as described in the Financial Agreement attached hereto and made a part hereof. If fees and charges are not paid when due, the Client will be required to withdraw from the Program and the Center. The Client and his/her Responsible Party understand and agree that if the Center does not receive payment from the Third Party Payer(s) listed in the Financial Agreement, the Client and other signatories on his/her behalf are personally responsible for the payment of the Center's charges, including but not limited to ancillary services and materials not covered in the base rate or fee-for-service rate schedules.

## ADMISSION AGREEMENT p. 3

11. The Client and his/her Responsible Party and family understand and acknowledge that the Center is not a hospital or medical facility and therefore cannot itself provide acute medical care of skilled nursing facility services.

12. The Client and his/her Responsible Party and family represent that they have been provided the opportunity to ask questions about the Program and that they have entered into this Agreement freely and with a full understanding of the risks and benefits of the Program. The Center or the Client may discontinue the Program or the Client's participation in it at any time upon reasonable notice to the other party subject only to the requirements of applicable law.

13. This Agreement, together with the Financial Agreement, Private Payment and/or Discharge Agreements, the Client Handbook and the Consents and Releases signed this day, constitute the whole Agreement between the Client, the Responsible Party (including the Client's guardian, conservator, representative, next-of-kin and/or responsible party, as applicable) and the Center; and no representations, whether oral or written made before this Agreement was signed shall have any further force or effect.

14. In this Agreement, references to a singular shall be construed to include the plural and the plural the singular; and references to one gender shall be construed to include all genders.

IN WITNESS THEREOF, the undersigned have set their hands and seals as of the date first above written.

By: Chad Brendtke

The Center: **EISENHOWER CENTER**

Its: Program Coordinator

The undersigned certify that they have read and received a copy of this Agreement including the Financial Agreement, Private Pay and/or Discharge Agreements, the Client Handbook which includes the Statement of Client's Rights and Grievance Procedures, and acknowledge, accept, and agree to all the terms thereof.

\_\_\_\_\_  
Client Signature

**Phil Krueger**

\_\_\_\_\_  
Client Name (print)

\_\_\_\_\_  
The Client's Next of Kin (state Relationship)

Ron Krueger  
The Client's Guardian/Representative/Trustee  
(circle appropriate title)

\_\_\_\_\_  
The Client's Next of Kin (print)

**Ron Krueger**

\_\_\_\_\_  
The Client's Guardian/Representative/Trustee  
(print)

**EISENHOWER CENTER: A Neurorehabilitation Program  
FINANCIAL AGREEMENT**

This Financial Agreement is entered into this 13 day of November, 20 18 by and between EISENHOWER CENTER (the "Center") and Phil Krueger (the "client") and Ron Krueger the Client's guardian, conservator, representative, next of kin, and/or responsible party (collectively referred to in this Agreement as "Responsible Party") in connection with the Admission Agreement, Private Payment and/or Discharge Agreements (as applicable) which are incorporated into this Agreement by reference.

**WHEREAS**, the Client wants to be admitted to the Center on the terms and conditions set forth in the Admission Agreement; and

**WHEREAS**, the Client has told the Center that all fees for the Client's care at the Center, including room and board, therapy and other charges will be paid, in the first instance, by Citizens Insurance Imp on behalf of the Client; and

**WHEREAS**, the Center and the Client want specifically to state their Agreement about payment of those fees and charges.

**NOW THEREFORE**, in consideration of promises, the mutual covenants, and agreements herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Source of Payment:

The Client and his/her Responsible Party state that the following sources of payment will pay for the Client's care and services while at the Center. The Client and his or her Responsible Party understand that timely and accurate information regarding sources of payment is very important to the Center in entering into this agreement.

(i) Self Pay: NA

Name of Representative or

Responsible Party: \_\_\_\_\_

If Trust, Name of Trust, Trustee and Bank: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

(ii) Primary Insurance Company: Citizens Insurance Impact Medical

Insured Person's Name: Ron Krueger

Soc. Sec #: \_\_\_\_\_

Policy No.: 25-90000439

Identification No.: \_\_\_\_\_

Agent or Adjuster: Tyran Davis

(iii) Secondary Insurance Company: Medicare

Policy No.: 317715791-11

Identification No.: \_\_\_\_\_

Agent or Adjuster: \_\_\_\_\_

## FINANCIAL AGREEMENT p. 2

(iv) Medicaid/Veteran's Admin (attach copy of card):

Identification No.: \_\_\_\_\_

Regional Office: \_\_\_\_\_

(v) Other: \_\_\_\_\_

2. The Client and his/her Responsible Party agree as a condition of Client's receiving services at the Center to notify the Center immediately if he/she knows of any changes in the information given above.

3. The base rate or fee-for-service rates for the services to be provided by the Center are subject to change after fourteen (14) days' prior written notice to the Client and the Client's Responsible Party. Payment at the applicable rates shall be due within 10 days of receipt of bill. The Client and the Client's Responsible Party agree that they shall at all times be individually responsible, as well as jointly responsible, for payments due to the Facility, and for interest on late payments at the rate of one and one-half percent (1-1/2%) per month, together with attorney fees, costs and expenses associated with collection of such payments.

4. Notwithstanding the provisions of Paragraph 2, if services to the Client are paid for by an insurance company, Medicaid, the Veterans Administration or other third party payer (the "Third Party Payer"), financial responsibility for payments due to the Facility shall be governed by the contract between the Center and the Third Party Payer, provided, however that amounts due from any co-insurance deductible, income budget payments, or for non-covered services shall remain the responsibility of the Client or the Client's Representative or Responsible Party.

5. The Client and the Client's Responsible Party acknowledge and agree that in the event payments for fees and charges are not made to the Center when and as due, the Client will be required to withdraw from the Facility; and the Client and the Client's Responsible Party agree to arrange for the Client's prompt return home or relocation in the event of withdrawal or discharge for non-payment of fees and charges. The Client and his/her Responsible Party agree to remain financially liable for Services rendered through the day that the Client is discharged.

6. If the Client withdraws from the Center, either voluntarily or involuntarily, or is discharged, all advance payments will be refunded by the Facility to the Client or the Client's Responsible Party within thirty (30) days provided, however, that unpaid charges, including but not limited to applicable charges for leaves of absence, hospital stays, etc., if any, due from the Client or the Client's Responsible Party will be deducted from such advance payments prior to refund.

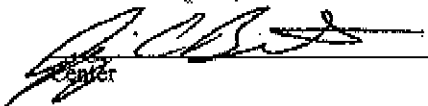
7. This Agreement together with the Admission Agreement and any other agreement signed between the same parties on the same date as this Agreement constitutes the entire Agreement between the Center and the Client and supersedes any prior written or oral understanding between the parties with regard to the matters contained herein.

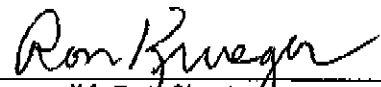
Sign and sealed this 13 day of November, 20 16.

Client Signature

Phil Krueger

Client Name (print)

  
Center

  
Responsible Party Signature

Ron Krueger

Responsible Party (print)





# SERVICE DESCRIPTION AND COST GUIDE INPATIENT/OUTPATIENT SERVICES



## **Neuro-Behavioral**

Our renowned neuro-behavioral programs focus on treating behavioral concerns which interfere with clients reaching their goals. This program specializes in addressing verbal/physical aggression as well as other unsafe behaviors such as substance abuse, elopement, and sexual disinhibition.

## **Neuro-Medical**

Offering greater staff support for clients who require a more intensive level of physical or medical care.

## **Suites**

Our suites, located on our Ann Arbor campus, come complete with barrier-free access to a private bed and bath, living room and an accessible kitchenette.

## **Home Model Group Homes**

Our geriatric care group home in a quiet neighborhood next to a local park, has programming tailored to meet the needs of the more mature client. Our Upper Peninsula group home, includes private rooms in a tranquil rural setting. Our Manchester group homes are located on a 62-acre working farm. Our Jacksonville, Florida group homes are just minutes away from the beach.

## **Supported Apartments**

Offer the autonomy and privacy of a community-based apartment setting with 24-hour, on-site support.

## **Semi-Independent Living (SIL)**

A program offering more autonomy than our other programs, designed for people who have demonstrated the ability to manage most day-to-day concerns on their own, but who still benefit from the structure of a program and daily support.

|  |                  |                  |       |   |
|--|------------------|------------------|-------|---|
| <b>Inpatient Staff Supported Programs per diem</b><br><br><i>See pg 2 &amp; 3 included Core Services</i> | Neuro-Behavioral | Transitional     | \$545 | We provide a spectrum of staff-supported inpatient rehabilitation options, tailored to meet the needs of each client as they progress through their rehabilitation. As part of our programming, we offer a wide variety of Core Services. See the included Core Services and descriptions listed on pg 2 and 3. |
|  |                  | Long-Term        | \$519 |   |
|  | Neuro-Medical    | Transitional     | \$545 |   |
|  |                  | Long-Term        | \$512 |   |
|  | Suite            | Transitional     | \$545 |   |
|  |                  | Long-Term        | \$506 |   |
|  | Supported Apt    | Transitional     | \$383 |   |
|  |                  | Long-Term        | \$375 |   |
|  |                  | Semi-Independent | \$255 |   |
|  | Home Model       | Transitional     | \$468 |   |
|  |                  | Long-Term        | \$432 |   |

*Any leave of absence from our inpatient program for over 24hrs will be charged at 69% of the per diem rate.*

## **Residential Locations**

Ann Arbor Campus  
3200 E. Eisenhower Parkway  
Ann Arbor, MI 48108

Manchester Campus  
8735 M-52  
Manchester, MI 48158

Eisenhower Jacksonville Group  
2671 Huffman Blvd.  
Jacksonville, FL 32246

Encore House  
2890 Easy Street  
Ann Arbor, MI 48108

Paradise House  
45224 Paradise Road  
Chassell, MI 49916

**To learn more about us or to make a referral please contact our Admissions Department.**

**Referral Sources:** Self Referral, Guardian, Case Mgr, Family, Friends, Law Firms, Physicians, Funding Sources, VA, and others.  
734-645-2324 cell 800-554-5543 x273 734-794-9808 fax info@eisenhowercenter.com www.eisenhowercenter.com

**Hours of Operation:** Facility 24hrs/day, On-Call 24 hrs/day, Admin and Business Operations 9am-5pm M-F



# SERVICE DESCRIPTION AND COST GUIDE INPATIENT/OUTPATIENT SERVICES



## Therapy, Supervision, Job Coaching, Day Treatment and Other Services:

Our therapists provide assessment and interventions while working with the client's physician, family and treatment team. These services are tailored to your needs and can be provided on-site, and some from the comfort of your own home.

|  |  |                                 | Inpatient | Outpatient | In-home |
|--|--|---------------------------------|-----------|------------|---------|
| <b>Individual Services</b><br>Per Hour | Physical Therapy                             | \$216                           | X         | X          | X       |
|  | Aquatic Therapy                              | \$216                           | X         | X          |         |
|  | Occupational Therapy                         | \$216                           | X         | X          | X       |
|  | Speech and Language Pathology                | \$216                           | X         | X          | X       |
|  | Psychology/Counseling                        | \$216                           | X         | X          | X       |
|  | Support Staff (Direct Supervision)           | \$22                            | X         | X          | X       |
|  | Support Staff (Non-Direct)                   | <i>Core Service</i><br>n/a      | Included  |            |         |
|  | Substance Abuse                              | <i>Core Service</i><br>\$216    | Included  | X          |         |
|  | Recreational Therapy                         | <i>Core Service</i><br>\$102    | Included  | X          |         |
|  | Music Therapy                                | <i>Core Service</i><br>\$102    | Included  | X          |         |
|  | Dietary Counseling                           | <i>Core Service</i><br>\$102    | Included  | X          |         |
|  | Transportation                               | <i>Core Service</i><br>IRS Rate | Included  |            |         |
|  | Program Coordination                         | <i>Core Service</i><br>n/a      | Included  | X*         |         |
|  | Nursing and Health Education                 | <i>Core Service</i><br>n/a      | Included  |            |         |
|  | Behavioral Therapy                           | <i>Core Service</i><br>\$146    | Included  | X          | X       |
|  | Job Coaching                                 | <i>Core Service</i><br>\$22     | Included  | X          | X       |
| <b>Therapy Groups</b><br>Per Hour      | Recreational Therapy                         | <i>Core Service</i><br>\$52     | Included  | X          |         |
|  | Music Therapy                                | <i>Core Service</i><br>\$52     | Included  | X          |         |
|  | Behavioral Therapy                           | <i>Core Service</i><br>\$73     | Included  | X          |         |
|  | Substance Abuse                              | <i>Core Service</i><br>\$108    | Included  | X          |         |
|  | Physical Therapy                             | \$108                           | X         | X          |         |
|  | Occupational Therapy                         | \$108                           | X         | X          |         |
|  | Speech and Language Pathology                | \$108                           | X         | X          |         |
|  | Psychology/Counseling                        | \$108                           | X         | X          |         |
| <b>Day Treatment</b><br>Per Hour       | Day Treatment/Vocation Day Treatment Program | \$48                            |           | X          |         |

Our Day Treatment Programs provide a structured day of social, leisure and/or vocational activities that can be tailored to the needs of the individual. Clients participating in the Vocational Program receive a paycheck while they are building employment skills. Lunch is also included with a full day program.

\*Outpatient Program Coordination included if receiving 2 or more services.

All rates subject to change. Prices remain for a minimum of 90 days after initiation of services.

## Accepted Funding Sources

Inpatient/Outpatient: Auto insurances, AL-TBI, Veteran's Choice, Workers Compensation, Veteran's Administration MOU, CMH, CLS, private funders, and trust funds. Outpatient Only: BCBS, BCN, Medicare Part B, Bluecaid, Bluecare Advantage, Cigna w/HAP (PT Only), Medicare Plus Blue, BCBS Complete. (Some insurances may not be accepted at our Florida location.) Other insurances may be accepted as an out of network provider. Contact our Admissions Department or your insurance provider for insurance verification and eligibility. Eisenhower Center and Eisenhower Jacksonville Group accept primarily individuals over the age of eighteen, but can accept minors with special dispensation from the State of Michigan.



# SERVICE DESCRIPTION AND COST GUIDE INPATIENT/OUTPATIENT SERVICES



## **What integrated "Core Services" are included with our per diem rates?**

Core Services are intended to ensure each client in our program has access to a wide variety of services to support them in their rehabilitation goals. As each client has their own unique needs, the amount of support available from each of these programs is tailored to meet those needs. Our core services make us among the most unique and comprehensive treatment centers in the U.S. Each client will receive program coordination, support staff, nursing and health education, and behavior analysis as part of the per diem rate.

### **Program Coordination**

Internal professional who coordinates treatment, communicates with team members and directs rehabilitation programming goals with input from client, family, guardian, physicians, etc.

### **Supervision (excludes Direct Supervision)**

Trained rehabilitation staff are on each unit to supervise and support each client. Each client's supervision level is reviewed by their team weekly and changed as clinically appropriate. Direct supervision provided at additional cost.

### **Nursing/Health Education**

Our nurses are stationed on each unit and are also available on-call after business hours. They attend medical appointments, coordinate with physicians, and monitor each client's health status. In addition to the coordination of medical care, our nursing staff also provides education and support to clients about things like disease management, illness/STD prevention, and nutrition.

### **Behavior Analysis**

Behavior Analysts are also positioned on each unit. They specialize in engaging to prevent and replace counterproductive behaviors (e.g. verbal and physical aggression) with more socially acceptable behaviors, through data collection and implementation of individualized behavior protocols based on proven scientific paradigms. Behavior analysts also instruct staff on crisis intervention/conflict resolution.

**To provide the greatest spectrum of support and services for the care, recovery or rehabilitation of our clients, we also offer other integrated services with our program at no additional cost.**

### **Substance Abuse Prevention**

This licensed program is designed to offer therapy, education, and support with consideration of the special needs of each person. Our program utilizes the 12-step approach to recovery and includes on-campus meetings as well as drug screening, support by trained staff, and the utilization of community AA/NA meetings.

### **Supported Employment**

Returning to work, school, or meaningful volunteer opportunities is a vital part of our rehabilitation program. We provide a wide range of employment opportunities, ranging from sheltered workshops to assistance obtaining and maintaining community employment. Clients are assisted with resume building, interview skills, job searching, and with communication to their employer.

### **Recreational Therapy**

Our Certified Therapeutic Recreation Specialists explore unique leisure activities and adapt activities for those with physical disabilities. Recreation Therapy provides opportunities to increase social skills and build confidence needed to live independently, while simultaneously reducing symptoms of anxiety and depression. There are 2 outings offered to all residential clients per day.

### **Music Therapy**

Our fully credentialed music therapists use music and its elements to help clients meet non-musical goals, such as improving memory, motor skills, self-expression, and executive functioning tasks. Live or recorded music is used to motivate clients. Music therapists are credentialed by the Certification Board for Music Therapists.

### **The Enrichment Center**

Set on a working hobby farm, clients can spend their time on their unique interests and abilities while learning valuable vocational skills. All activities are accessible for our clients regardless of mobility and physical challenges. Clients participate in planning and development, marketing, inventory, and sales. All residential clients have access to work, play and explore.

### **Transportation**

Provided for inpatient clients within 60 miles of the facility for recreational outings, family visits, medical appointments, and more. Outpatient travel is reimbursed at current IRS rates.

*Substance abuse prevention program recipients have rights protected by state/federal law and promulgated rules. For information, contact the program's representative of the Recipient Rights Coordinator, Michigan Department of Community Health, Division of Licensing and Certification Substance Abuse Licensing Section PO Box 30664, Lansing, MI 48909 517-241-1970. Eisenhower Center/Eisenhower Jacksonville Group does not discriminate against any person on the basis of race, color, national origin, disability, or age; in admission, treatment, participation in its programs, services and activities or in employment. For information about this policy, contact Tim Mucha, Compliance Officer at 734-677-0070.*



**AFC – RESIDENT CARE AGREEMENT**  
Michigan Department of Licensing and Regulatory Affairs  
Adult Foster Care Licensing and Home for the Aged Licensing

|                      |                     |                      |
|----------------------|---------------------|----------------------|
| Resident Name: _____ | Name of Home: _____ | License Number _____ |
|----------------------|---------------------|----------------------|

**This agreement to provide adult foster care for (resident's name) \_\_\_\_\_ is made between (licensee name) \_\_\_\_\_ and (resident/resident's designated representative) \_\_\_\_\_.**

- This agreement is required to be completed at the time of a resident's admission, reviewed annually, and updated as needed to reflect changes.
- This agreement is to be completed by the licensee in cooperation with the resident or his/her designated representative and the responsible agency, if applicable. **Designated representative means** that person or agency which has been granted written authority, by a resident, to act on behalf of the resident or which is the legal guardian of a resident. **Acceptable written authority includes** orders of guardianship or conservatorship, powers of attorney, durable powers of attorney, or other documents executed by the resident that specify the relevant scope of authority. If a resident's designated representative signs this agreement, a copy of the signer's written authority is to be maintained in the resident's file at the AFC home.
- A resident shall be provided care and services as stated in this resident care agreement and the resident's assessment plan.

This agreement constitutes the fee policy statement required by Family Home Rule 400.1407(11), if applicable.

**RESIDENT OR DESIGNATED REPRESENTATIVE CHECK ALL BOXES BELOW THAT APPLY:**

- ☐ I have received a copy of the house rules (if applicable) and agree to follow them.
- ☐ I agree to provide all required resident information to the licensee, including a current health care appraisal, at the time of admission, annually and as the resident's condition changes.
- ☐ I agree to participate in all required fire and emergency drills, as determined by BCHS and the licensee.
- ☐ I have signed and received a copy of the home's refund agreement. (GROUP HOMES ONLY)
- ☐ I have received a copy of the home's discharge policy and agree to follow those procedures. (GROUP HOMES ONLY)
- ☐ I agree      ☐ I do not agree      to receive assistance in bathing, dressing, or personal hygiene by a staff member of the opposite sex, if a member of the same sex is not available.
- ☐ I agree      ☐ I do not agree      to entrust the following to the license for safekeeping, if this option is available:  

☐ Funds              ☐ Valuables (specify) \_\_\_\_\_
- ☐ I agree to have the licensee manage funds and account for financial transactions on my behalf. Expenditures of my personal funds over the amount of \$ \_\_\_\_\_ require my prior written approval.
- ☐ I agree to pay the licensee the agreed upon fees for the services designated.
- ☐ I agree to pay the basic fee of \$ \_\_\_\_\_ on a \_\_\_\_\_ basis.  

daily, week or monthly

The basic fee includes the following basic services:

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and are further described in the resident's assessment plan, and attachment \_\_\_\_\_, if applicable.

- ☐ The basic fees do not include any transportation services.
- ☐ The basic fees include the following transportation services.

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- ☐ Transportation fees are charged as follows:

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and are further explained in attachment \_\_\_\_\_, if applicable.

|                          |   |
|--------------------------|---|
| <input type="checkbox"/> | I agree to additional services according to the fee schedule contained in attachment _____. Such additional services may include but are not limited to: _____<br>_____<br>_____<br>_____   |
| <input type="checkbox"/> | If applicable, I have read the attachments relating to fees and agree with the terms and conditions established therein, I further acknowledge that additional services are available for additional fees as described in attachment _____. |

**BY MY SIGNATURE BELOW, I AFFIRM THAT:**

|   |
|---|
| <p>This home is licensed by the Department of Licensing and Regulatory Affairs to provide foster care to adults.</p> <p>I have provided the resident with a copy of the AFC Resident Rights and agree to respect and safeguard these rights.</p> <p>I have provided the resident with a copy of the home's discharge policy and procedures and agree to follow them. (AFC Group Homes only.)</p> <p>I have provided the resident with a signed copy of the home's refund agreement. (AFC Group Homes only.)</p> <p>I agree to provide personal care, supervision, and protection, in addition to room and board, and to assure the availability of transportation services as indicated in this agreement, the resident's written assessment plan, and the resident's health care appraisal, as defined in the act.</p> |
|---|

**A copy of this resident care agreement is required to be provided to the resident's guardian or resident's designated representative and also be maintained in the resident's file at the AFC home.**

**Attachments to this Resident Care Agreement and any other agreements or contracts with this licensee may not have been reviewed and/or approved by the department. If any contractual provision contained in an attachment conflicts with the Adult Foster Care Facility Licensing Act and/or administrative rules, the act and rules would prevail and the specific provision is not binding.**

**SIGNATURES**

|  |      |
|--|------|
| Resident   | Date |
| Resident's Designated Representative (if applicable) | Date |
| Licensee/Licensee Designee                           | Date |
| Responsible Agency (if applicable)                   | Date |

Compliments, comments and/or complaints about this licensed facility can be made by calling the licensing consultant, or at [www.michigan.gov/afchfa](http://www.michigan.gov/afchfa). Additional information regarding adult foster care is also available at this website.

Complaints (only) can also be made by calling toll-free: 1-866-856-0126.

|   |   |
|---|---|
| <p>AUTHORITY: 1979 PA 218</p> <p>COMPLETION: Mandatory</p> <p>PENALTY: Violation of Adult Foster Care Administrative Rule</p> | <p>LARA is an equal opportunity employer/program.</p> |
|---|---|

This contract between \_\_\_\_\_ and \_\_\_\_\_

(client), shall begin \_\_\_\_\_ and terminate \_\_\_\_\_ or upon discharge.

1. The services to be provided by the Facility and included in the Daily Rate of \_\_\_\_\_ are routine basic nursing services, room, dietary services, linens, personal laundry, diversional activities and social services per rules governing nursing home licensure. (Daily rate is subject to change.)
2. Charges not included in the base 24-hour licensed nursing charge are any additional nursing and medical supplies, one-to-one attendant care, enteral nutrition, respiratory supplies and treatment, rehabilitation therapies, IV Management, Coagulation diagnostic management, Wound Care, and Baclofen Pump management/refills. These products and services will be billed on a fee-for-service basis per physician orders.
3. In addition, and as prescribed by a physician, therapeutic services including, but not limited to, physical therapy, occupational therapy, speech language pathology, psychology, social work, therapeutic recreation, massage therapy and nutrition services are available and are charged in addition to the basic rate.
4. The Responsible Party for Payment is: \_\_\_\_\_
5. This facility does not participate in the Medicaid or Medicare program.
6. The nursing home acknowledges receipt from the patient of a deposit of \$ \_\_\_\_\_.
7. The patient acknowledges receipt of a copy of the nursing home policy on rights and responsibilities of the patient adopted as required by law. This policy is a part of the contract.

Charges for nursing care and supplemental services may be changed upon thirty (30) days' notice to patient or patient's guardian and person responsible for payment.

Dated \_\_\_\_\_

\_\_\_\_\_  
Signature of Client or Representative

\_\_\_\_\_  
Relationship to Client

\_\_\_\_\_  
Printed Name of Signatory

\_\_\_\_\_  
Nursing Home Administrator

**STATE OF MICHIGAN  
IN THE INGHAM COUNTY CIRCUIT COURT**

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ELLEN M. ANDARY, a legally  
incapacitated adult, by and through  
her Guardian and Conservator,  
MICHAEL T. ANDARY, M.D., PHILIP  
KRUEGER, a legally incapacitated  
adult, by and through his Guardian,  
RONALD KRUEGER, & MORIAH,  
INC., d/b/a EISENHOWER  
CENTER, a Michigan corporation,

Plaintiffs,

v

USAA CASUALTY INSURANCE  
COMPANY, a foreign corporation,  
and CITIZENS INSURANCE  
COMPANY OF AMERICA, a  
Michigan corporation,

Defendants.

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George T. Sinas (P25643)  
Stephen H. Sinas (P71039)  
Thomas G. Sinas (P77223)  
Lauren E. Kissel (P82791)  
SINAS, DRAMIS, LARKIN, GRAVES &  
WALDMAN, P.C.  
Attorneys for Plaintiffs  
3380 Pine Tree Road  
Lansing, MI 48911  
(517) 394-7500

Mark R. Granzotto (P31492)  
MARK GRANZOTTO, P.C.  
Co-Counsel for Plaintiffs  
2684 11 Mile Road, Suite 100  
Berkley, MI 48072  
(248) 546-4649

Case No. 2019-000738-CZ

Hon. Wanda M. Stokes

Lori McAllister (P39501)  
DYKEMA GOSSETT PLLC  
Attorneys for Defendants  
201 Townsend Street, Suite 900  
Lansing, MI 48933  
(517) 374-9150

Steven A. Hicks (P49966)  
Attorney at Law  
Counsel for Amicus Curiae MBIPC  
216 North Chestnut Street  
Lansing, MI 48933  
(517) 881-5564  
steve@chair2consulting.com

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**PROOF OF SERVICE FOR MBIPC BRIEF AMICUS CURIAE**

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I, Steven A. Hicks, certify that a copy of the Brief Amicus Curiae filed on behalf of the Michigan Brain Injury Providers Council (MBIPC) was served upon the attorneys of record for all parties in this case via electronic mail to their addresses on April 27, 2020.

Dated: April 27, 2020

/s/ Steven A. Hicks  
Steven A. Hicks (P49966)  
Counsel for Amicus Curiae MBIPC  
216 North Chestnut Street  
Lansing MI 48933  
(517) 881-5564  
steve@chair2consulting.com