

STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM ANDERSON COUNTY  
Court of Common Pleas

**RECEIVED**

R. Scott Sprouse, Circuit Court Judge

NOV 09 2017

SC Court of Appeals

Appellate Case No. 2016-002302

NHC Healthcare Mauldin, LLC.....Respondent,

v.

Wade Thompson and Sheila Thompson.....Defendants,

Of Whom, Wade Thompson is the.....Appellant.

RECORD ON APPEAL

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Attorney for Respondent

## **RECORD ON APPEAL**

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FILED-CLERK'S OFFICE  
ANDERSON FORM 4

STATE OF SOUTH CAROLINA  
COUNTY OF ANDERSON 2014 DEC 29 A 10:41  
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2014CP0400373

A TRUE COPY

DEC 29 2014

NHC Healthcare Mauldin LLC

COMMON PLEAS AND  
GENERAL SESSIONS

Wade Thompson

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for: ☐ Plaintiff ☒ Defendant  
or  
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☒ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other Rule 41(b) (Invol. Nonsuit)
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☒ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk:

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

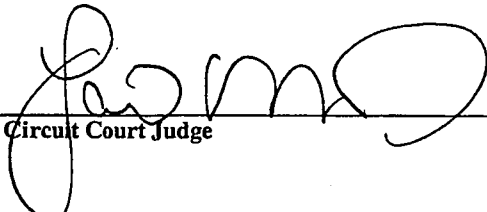
| Judgment in Favor of<br>(List name(s) below) | Judgment Against<br>(List name(s) below) | Judgment Amount To be Enrolled<br>(List amount(s) below) |
|----------------------------------------------|------------------------------------------|----------------------------------------------------------|
|                                              |                                          | \$                                                       |
|                                              |                                          | \$                                                       |
|                                              |                                          | \$                                                       |

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest



or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

  
Circuit Court Judge

2155  
Judge Code

12-18-14  
Date

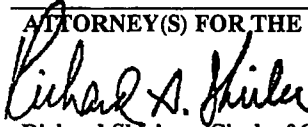
**For Clerk of Court Office Use Only**

This judgment was entered on the 29th day of Dec, 2014 and a copy mailed first class or placed in the appropriate attorney's box on this 29th day of Dec, 2014 to attorneys of record or to parties (when appearing pro se) as follows:

\_\_\_\_\_  
\_\_\_\_\_  
ATTORNEY(S) FOR THE PLAINTIFF(S)

Stacy Johnson – Court Reporter

\_\_\_\_\_  
\_\_\_\_\_  
ATTORNEY(S) FOR THE DEFENDANT(S)

  
Richard Shirley – Clerk of Court

**ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.**

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

Motion continued, order granted to appoint Guardian Ad Litem for Mr. Thompson, Ms. Ingles to prepare formal order.

FILED-CLERK'S OFFICE  
ANDERSON SO  
2014 DEC 29 A 10:41  
COMMON PLEAS AND  
GENERAL SESSIONS

STATE OF SOUTH CAROLINA )  
COUNTY OF ANDERSON )  
NHC Health Care/Mauldin, LLC, )  
Plaintiff, )  
vs. )  
Wade Thompson and )  
Sheila Thompson )  
Defendants. )

IN THE COURT OF COMMON PLEAS  
TENTH JUDICIAL CIRCUIT  
C.A.NO.: 2014-CP-04-00373

CONSENT ORDER APPOINTING  
GUARDIAN AD LITEM

COMMON PLEAS AND  
GENERAL SESSIONS

2015 MAR -9 PM 2:42

FILED-CLERK'S OFFICE  
ANDERSON SC

IT APPEARS that the parties agree that the Defendant Wade Thompson, a party in the above-captioned action, is in need of the services of a Guardian ad Litem in the above-titled action.

IT FURTHER APPEARS that the Plaintiff and Defendant Sheila Thompson consent to the appointment of Jay Duvall of the Greenville County Bar as the Guardian ad litem for Wade Thompson. Therefore, this Court finds it appropriate to appoint Jay Duvall to serve as Guardian ad Litem for Wade Thompson.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

The Attorneys for the parties shall immediately provide pleadings and other necessary information about the case that will enable the Guardian ad Litem to quickly and efficiently perform the guardian function. The Guardian ad Litem (GAL) shall have access to Mr. Thompson and shall be permitted all reasonable access for the purposes of interviewing him and all parties of this action.

Upon receipt of this Order, both the Plaintiff and Defendant Sheila Thompson will each pay \$250 to Mr. Duvall toward the GAL fees that may be incurred in this case. Mr. Thompson will have 30 days to file and respond to the complaint upon service of this order upon the GAL.

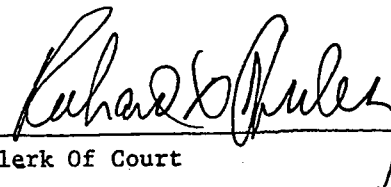
The Plaintiff and the Defendants are to fully cooperate in the efforts of the GAL and all parties shall sign any release of information waivers for the GAL to adequately assist Mr. Thompson.

TRUE COPY

MAR - 6 - 2015

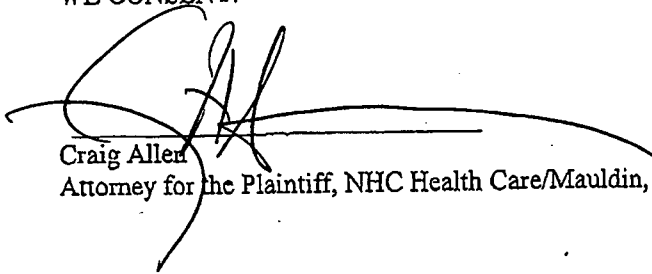
*Richard H. Hite*

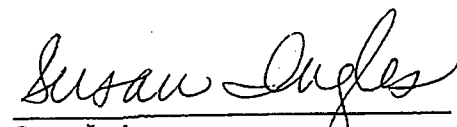
AND IT IS SO ORDERED.

  
Clerk Of Court

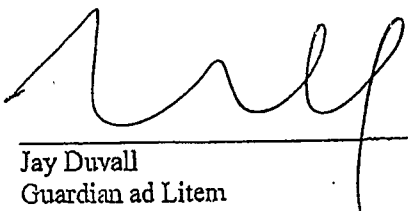
March 9, 2015  
Anderson, South Carolina

WE CONSENT:

  
Craig Allen  
Attorney for the Plaintiff, NHC Health Care/Mauldin, LLC

  
Susan Ingles  
Attorney for the Plaintiff Sheila Thompson

I CONSENT TO SERVE AS GUARDIAN AD LITEM FOR WADE THOMPSON

  
Jay Duvall  
Guardian ad Litem

FILED-CLERK'S OFFICE  
ANDERSON SC  
2015 MAR -9 PM 2:44  
COMMON PLEAS AND  
GENERAL SESSIONS

FORM 4

STATE OF SOUTH CAROLINA  
COUNTY OF ANDERSON  
IN THE COURT OF COMMON PLEAS

FILED-CLERK'S OFFICE  
ANDERSON SC

JUDGMENT IN A CIVIL CASE  
CASE NUMBER 2014CP040373

NHC Healthcare Mauldin

2015 JUN -3 AM 8:30

Wade Thompson

COMMON PLEAS AND  
GENERAL SESSIONS

A TRUE COPY

JUN - 3 2015

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for: ☐ Plaintiff ☐ Defendant  
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit);  
☐ Rule 43(k), SCRPC (Settled); ☒ Other: \_\_\_\_\_
- ☐ ACTION STRICKEN (CHECK REASON): ☐ Rule 40(j) SCRPC; ☐ Bankruptcy;  
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: \_\_\_\_\_
- ☐ DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):  
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: \_\_\_\_\_

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order; (formal order to follow) ☒ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk: \_\_\_\_\_

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

| Judgment in Favor of<br>(List name(s) below) | Judgment Against<br>(List name(s) below) | Judgment Amount To be Enrolled<br>(List amount(s) below) |
|----------------------------------------------|------------------------------------------|----------------------------------------------------------|
|                                              |                                          |                                                          |
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If applicable, describe the property, including tax map information and address, referenced in the order:

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Circuit Court Judge

Judge Code

6/2/2015  
Date

For Clerk of Court Office Use Only

This judgment was entered on , and a copy mailed first class or placed in the appropriate attorney's box on , to attorneys of record or to parties (when appearing pro se) as follows:

\_\_\_\_\_  
ATTORNEY(S) FOR THE PLAINTIFF(S)

\_\_\_\_\_  
ATTORNEY(S) FOR THE DEFENDANT(S)

*Richard A. Shirley*

\_\_\_\_\_  
Court Reporter

\_\_\_\_\_  
Richard A. Shirley - Clerk of Court

**ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.**

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

Plaintiff's motion to confirm arbitration award, defendant's motion to dismiss, and defendant's motion to vacate award dismissed with party's leave to refile pending mediation. No formal order to follow.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF SOUTH CAROLINA  
COUNTY OF ANDERSON  
IN THE COURT OF COMMON PLEAS

FORM 4

JUDGMENT IN A CIVIL CASE

CLERK'S OFFICE  
ANDERSON SC  
CASE NO. 2014-CP-04-373



NHC Healthcare Mauldin LLC

Wade Thompson, et al

JAN 23 AM 10:43

PLAINTIFF(S)

COMMON PLEAS AND  
GENERAL SESSIONS

DEFENDANT(S)

Submitted by:

Attorney for : ☐ Plaintiff ☐ Defendant  
or  
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
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- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

ORDER INFORMATION

PLAINTIFF'S MOTION TO AMEND GRANTED; DEFENDANT'S MOTION TO DISMISS DENIED WITHOUT PREJUDICE

This order ☐ ends ☒ does not end the case.  
Additional Information for the Clerk : \_\_\_\_\_

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

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|----------------------------------------------|------------------------------------------|----------------------------------------------------------|
|                                              |                                          | \$                                                       |
|                                              |                                          | \$                                                       |
|                                              |                                          | \$                                                       |

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Circuit Court Judge

SCRCP Form 4C (03/2013)

Judge Code

Date

Page 1

**For Clerk of Court Office Use Only**

This judgment was entered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and a copy mailed first class or placed in the appropriate attorney's box on this 18<sup>th</sup> day of Jan., 2010 to attorneys of record or to parties (when appearing pro se) as follows:

\_\_\_\_\_  
\_\_\_\_\_  
ATTORNEY(S) FOR THE PLAINTIFF(S)

\_\_\_\_\_  
\_\_\_\_\_  
ATTORNEY(S) FOR THE DEFENDANT(S)  
\_\_\_\_\_  
CLERK OF COURT

**Court Reporter:**

**ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.**

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

FILED-CLERK'S OFFICE  
JAN 20 10  
2010 JAN 26 PM 10:42  
COMMON WEALS AND  
OFFICIAL SESSIONS

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

NHC HealthCare/Mauldin, LLC,

Plaintiffs,

vs.

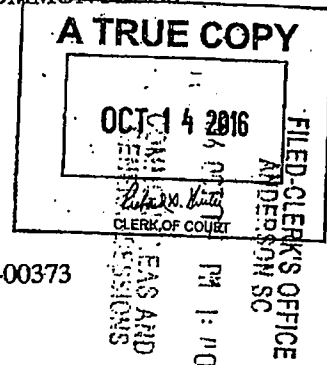
Wade Thompson and Shelia Thompson,

Defendants.

IN THE COURT OF COMMON PLEAS

ORDER

2014-CP-04-00373



This matter came before the Court for non-jury trial on September 7, 2016. Present at trial were representatives for Plaintiff with its counsel, the Defendant Shelia Thompson with her counsel, and the *guardian ad litem* for Wade Thompson with counsel. Plaintiff brought suit setting forth claims against the Defendants based on breach of contract and account debt, and *quantum meruit*, and claims against Shelia Thompson based on fraudulent misrepresentation and negligent misrepresentation. The Defendant, Wade Thompson, through his *guardian ad litem*, filed an Answer denying liability on the contract and account debt. The Defendant, Shelia Thompson, filed an Answer denying liability and asserting various Counterclaims. Upon hearing and considering the testimony, the evidence presented, and arguments of counsel; I make the findings of fact and conclusions of law set forth hereinbelow.

Wade Thompson was admitted to Plaintiff's skilled nursing facility on January 26, 2011. He was transferred directly from AnMed hospital to Plaintiff's facility pursuant to the direction and request of Shelia Thompson, his daughter. At or before the time of his admission, Shelia Thompson met with Plaintiff's admission director and signed the admission documents. Execution of these documents was required by Plaintiff in order to admit Wade Thompson to the

RSS



facility, and Shelia Thompson executed the documents in order that Wade Thompson would be admitted into Plaintiff's skilled nursing facility.

As was explained by Plaintiff at trial, Medicare will pay for skilled nursing care for 100 benefit days if preceded by a three-night hospital stay. However, once the 100 benefit days have been exhausted, the patient must remain out of a hospital or skilled nursing facility for at least 60 consecutive days in order to qualify for a new 100-day benefit period. (See 42 U.S.C. §§1395x(h), 1395x(i); see also 42 C.F.R. §§ 409.61(b), 409.60(a) and (b) (2011)). The normal procedure of the Plaintiff was to obtain information from the family at the time of admission about where the patient had been in the 60 days prior to his last hospital stay, and to obtain verification by telephone from Medicare regarding possible available coverage. Plaintiff followed its normal procedures here. The telephone verification indicated that Mr. Thompson had a full 100 benefit days available. Additionally, the information obtained by Plaintiff from Shelia Thompson at the time of admission indicated that he had not been anywhere within the 60 days prior to admission, other than his last (qualifying) hospital stay. Therefore, Plaintiff reasonably believed that the care would be covered and paid by Medicare at the time of admission. It is further undisputed that, at the time of admission, Plaintiff had no actual knowledge of how many benefit days were available to Mr. Thompson. In addition, Plaintiff's normal practice is to request its home office to also send a computer-generated request to Medicare for verification. A response to that request was received by Plaintiff the day following the admission of Mr. Thompson. That response indicated that there were zero benefit days remaining, however the last bill date stated on the response was more than 60 days from Wade Thompson's last (qualifying) hospital visit. Occasionally inconsistent information between the telephone response and the computer-generated response would be obtained by Plaintiff from

Medicare, and in those previous instances the telephone verification had always been correct and more up to date. In addition, Plaintiff had inquired of Shelia Thompson at the time of admission where he had been within the last 60 days from the most recent hospital stay, and was not informed of any other inpatient services. Therefore, Plaintiff was not concerned with the computerized response and reasonably believed Wade Thompson's care would be covered by Medicare.

Accordingly, Plaintiff billed Medicare for the care received by Wade Thompson. On March 7, 2011, Plaintiff received notice that Medicare had denied payment for Wade Thompson's care for the reason that he had already exhausted his benefit days. The following day, Plaintiff contacted Shelia Thompson to advise her of the information they had received from Medicare regarding non-payment, and to once again ask where Mr. Thompson had been since he left Plaintiff's facility (from a previous stay) in July 2010. Again, Shelia Thompson provided Plaintiff with no information which would indicate that he had not started a new 100-day benefit period in January 2011. Then began several weeks of investigation by Plaintiff's business office manager to determine if Medicare had made a mistake or, if in fact, Wade Thompson had exhausted his available benefit days and had not had the requisite 60-day break to begin a new benefit period. Initially Shelia Thompson indicated to the business office manager that Wade Thompson had not been anywhere else other than the hospital (AnMed), and that she could get no further information from Medicare, and did not know why he would not have a new benefit period. Shortly after being informed by Plaintiff that Medicare would not pay for Mr. Thompson's care, Shelia Thompson informed Plaintiff that she was going to pick up Mr. Thompson up and bring him home.

Eventually, through follow-up calls with Shelia Thompson and ultimately with Medicare, the business office manager was able to determine the hospital and skilled nursing care Mr. Thompson had received since leaving Plaintiff's facility in July 2010. The information gathered through this investigation showed that Wade Thompson in fact had not had the requisite 60-day break from hospital and skilled nursing care between July 2010 and January 26, 2011. Accordingly, no new benefit period was available to him. This information was then verified to Plaintiff's business office manager by Shelia Thompson. At that time, now several weeks after Mr. Thompson had been taken home from the facility, Plaintiff advised Shelia Thompson that Mr. Thompson would have to pay the bill for Plaintiff's care. Plaintiff's testimony regarding its efforts at trying to determine what could have possibly caused the lack of a 60-day break was supported by e-mail correspondence being sent from Plaintiff's business office manager to Plaintiff's Medicare specialist at the home office during these several weeks of investigation.

Wade Thompson remained in Plaintiff's care at the facility from January 26, 2011 until March 10, 2011, when he was discharged pursuant to the request of Shelia Thompson. After the denial of payment by Medicare, Plaintiff continued its efforts to assist the Defendants in getting at least portions of Wade Thompson's care paid through other Parts of Medicare and through Wade Thompson's supplemental insurance coverage. Plaintiff was able to get Wade Thompson's therapy paid by Medicare Part B and the supplemental insurance, and was able to get medications paid in part through the Medicare Part D drug plan, so that only the co-pays were billed to Mr. Thompson. However, after applying all credits to the account, there remains a balance due and owing to Plaintiff for Wade Thompson's care in the sum of \$8,869.32.

Defendants' principal dispute is essentially that Plaintiff somehow guaranteed that Wade Thompson's care would be covered and paid by Medicare. It is undisputed that Wade

Thompson did not have any benefit days remaining at the time that he was admitted into Plaintiff's facility. Defendants claim that when Plaintiff received that second response from Medicare the day after admission indicating zero benefit days remaining, that they had a duty to notify the Defendant. I find no such duty existed. First, the computer response also indicated a last payment date that reflected a 60-day break from Wade Thompson's most recent (qualifying) hospital stay and no contrary information was given to Plaintiff by Shelia Thompson at the time of admission or thereafter. More importantly, the plain terms of the admission documents do not make the Plaintiff a guarantor of Medicare coverage. The agreement, signed by Shelia Thompson on behalf of Wade Thompson, plainly states:

When the Center has determined that the Patient is eligible for insurance benefits, including but not limited to Medicare it will submit a claim for payment. Pre-certification of Insurance, if required, is the responsibility of the Patient.

The fact that the Center submits a claim for payment does not relieve [sic] the Patient from liability for the cost of care for any days determined by the Program Administrators as non covered, or for the Patient's portion of the liability as determined by the appropriate program administrators.

Clearly the Medicare program administrators determined that Mr. Thompson's care would not be covered because he had exhausted his benefit days. The fact that Plaintiff initially believed Wade Thompson's care would be covered and paid by Medicare was not a guarantee of that payment, and Mr. Thompson would be responsible for any amounts not covered or paid by Medicare. The signed agreement further acknowledges that the patient has a responsibility to "[P]romptly pay all charges in accordance with this agreement" and that "this agreement is applicable and in full force and effect until the discharge of the Patient, regardless of payment source changes." In addition, the testimony and evidence reveals that the Defendants were receiving from Medicare, at least quarterly, statements regarding the status of Mr. Thompson's benefits. Therefore, they

had in their possession the information from which his lack of available benefit days could have been determined at admission.

Defendants claim that Wade Thompson was incompetent at the time of his admission and during his stay and care at Plaintiff's facility. Defendants' claim of Mr. Thompson's incompetence at the time of admission was based principally upon diagnoses of Alzheimer's and dementia which is mentioned several times in the medical records. However, it was admitted, both in Plaintiff's direct testimony and through cross-examination of Shelia Thompson, that the existence of a diagnosis of Alzheimer's or dementia does not necessarily mean that the patient is incompetent. To the contrary, Plaintiff submitted evidence of competency, including a doctor's assessment from his medical file shortly after admission and several standardized tests given during his care which reflected that Mr. Thompson had sufficient cognitive ability.

It is undisputed that Wade Thompson was a patient at Plaintiff's skilled nursing care facility from January 26, 2011 until his discharge on March 10, 2011. During his stay, he received skilled nursing care from Plaintiff, including physical and occupational therapy and around-the-clock nursing care. I find that Wade Thompson did in fact receive skilled nursing care from Plaintiff during his stay, and that the reasonable value of these services, remaining unpaid, is \$8,869.32. Those services were not provided gratuitously, but with the expectation that payment for the services would be made. (Shelia Thompson even testified that she thought Medicare would pay for the services, because they had always done so in the past.) Accordingly, I find that Wade Thompson is liable to Plaintiff for the sum of \$8,869.32, the reasonable value of the services provided to him and remaining unpaid, on the basis of *quantum meruit*.

I further find that Plaintiff is not entitled to judgment against Shelia Thompson. Shelia Thompson signed the admission documents and admitted Wade Thompson to Plaintiff's facility on his behalf. Shelia Thompson did not hold a Power of Attorney for Wade Thompson, nor had she been appointed by any Court as a conservator or guardian for him. There is no showing of any judicial determination of incompetence or appointment of a conservator at the time of admission. Shelia Thompson testified that she checked him into Plaintiff's facility because she was his daughter. Under the Adult Health Care Consent Act, Shelia Thompson would not be liable for Plaintiff's bill simply by virtue of her acting to admit Wade Thompson into Plaintiff's facility. At the same time, Wade Thompson cannot escape liability for the bill if Shelia Thompson acted properly in admitting him into Plaintiff's facility. To hold otherwise would result in the absurd outcome that no one is responsible for the bill. Since this Court finds that Wade Thompson is liable to Plaintiff for payment of the services provided to him, I find that Plaintiff has not proven a claim for liability against Shelia Thompson and is entitled to no judgment against her.

Shelia Thompson's Counterclaims against Plaintiff are likewise dismissed with prejudice. There was no evidence or other testimony introduced that reflected any requirement for Plaintiff to issue an Advanced Beneficiary Notice (ABN) either at Mr. Thompson's admission, or upon discovering or determining that he had no benefit days remaining. As explained by Plaintiff, an ABN would be required only for denials of coverage by Medicare for medical reasons, and a technical denial such as an exhaustion of benefit days would not require an ABN. Furthermore, I find that Shelia Thompson has failed to meet her burden of proof on her claims for fraud and negligent misrepresentation regarding the reason for Wade Thompson's discharge. The medical records and Plaintiff's testimony support my finding that Shelia

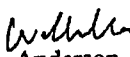
Thompson withdrew Wade Thompson from Plaintiff's facility shortly after finding out that Medicare would not cover Plaintiff's charges. I further find that Shelia Thompson's claim for promissory estoppel to be without merit inasmuch as she testified that there was no mention to her of Medicare coverage at the time of Wade Thompson's admission, and that she simply assumed that his care would be covered by Medicare because it always had been in the past. I further find that all of Shelia Thompson's Counterclaims have not been established by a preponderance of the evidence.

NOW THEREFORE, IT IS ORDERED that Plaintiff is granted judgment against the Defendant, Wade Thompson, for the sum of Eight Thousand Eight Hundred Sixty-Nine and 32/100 (\$8,869.32) Dollars.

IT IS FURTHER ORDERED that the Counterclaims of the Defendant, Shelia Thompson, are dismissed with prejudice.

IT IS SO ORDERED.

  
R. Scott Sprouse, Circuit Judge

  
Anderson, South Carolina

October 12, 2016

STATE OF SOUTH CAROLINA  
COUNTY OF ANDERSON  
IN THE COURT OF COMMON PLEAS

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2014-CP-04-00373

NHC HealthCare/Mauldin, LLC  
PLAINTIFF(S)

Wade Thompson and Shelia Thompson  
DEFENDANT(S)

Submitted by: Craig H. Allen

Attorney for: ☒ Plaintiff ☐ Defendant

☐ Self-Represented Litigant

A TRUE COPY

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☒ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.  
Additional Information for the Clerk: \_\_\_\_\_

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

| Judgment in Favor of<br>(List name(s) below) | Judgment Against<br>(List name(s) below) | Judgment Amount To be Enrolled<br>(List amount(s) below) |
|----------------------------------------------|------------------------------------------|----------------------------------------------------------|
| NHC HealthCare/Mauldin, LLC                  | Wade Thompson                            | \$ 8,869.32                                              |
|                                              |                                          | \$                                                       |
|                                              |                                          | \$                                                       |

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge

Judge Code

Date



**For Clerk of Court Office Use Only**

This judgment was entered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and a copy mailed first class or placed in the appropriate attorney's box on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to attorneys of record or to parties (when appearing pro se) as follows:

**ATTORNEY(S) FOR THE PLAINTIFF(S)**

**ATTORNEY(S) FOR THE DEFENDANT(S)**

**CLERK OF COURT**

**Court Reporter:**

**ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON  
PAGE 1.**

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

FILED-CLERKS OFFICE  
ANDERSON SO  
2016 OCT 14 PM 1:40  
COLLECT MEAS AND  
GENERAL SESSIONS

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

NHC HealthCare/Mauldin, LLC

Plaintiff(s)

vs.

Wade Thompson and Shelia Thompson

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2014-CP - 04- 00373

Submitted By: Craig H. Allen  
Address: P. O. Box 10854, Greenville, SC 29603

SC Bar #: 000329  
Telephone #: 864-239-0444  
Fax #: 864-239-0098  
Other:  
E-mail: craig@craigallenlaw.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

**DOCKETING INFORMATION (Check all that apply)**

*\*If Action is Judgment/Settlement do not complete*

- ☐ JURY TRIAL demanded in complaint. ☒ NON-JURY TRIAL demanded in complaint.  
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.  
☒ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.  
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

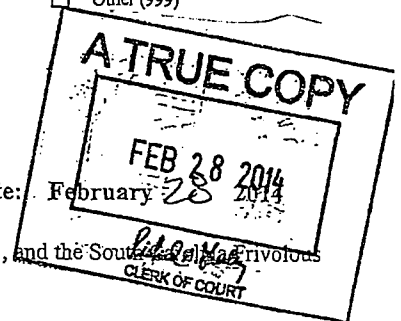
**NATURE OF ACTION (Check One Box Below)**

- |                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Contracts</b><br><input type="checkbox"/> Constructions (100)<br><input checked="" type="checkbox"/> Debt Collection (110)<br><input type="checkbox"/> Employment (120)<br><input type="checkbox"/> General (130)<br><input type="checkbox"/> Breach of Contract (140)<br><input type="checkbox"/> Other (199) | <b>Torts - Professional Malpractice</b><br><input type="checkbox"/> Dental Malpractice (200)<br><input type="checkbox"/> Legal Malpractice (210)<br><input type="checkbox"/> Medical Malpractice (220)<br>Previous Notice of Intent Case #<br>20____-CP-_____<br><input type="checkbox"/> Notice/ File Med Mal (230)<br><input type="checkbox"/> Other (299)                                         | <b>Torts - Personal Injury</b><br><input type="checkbox"/> Assault/Slander/Libel (300)<br><input type="checkbox"/> Conversion (310)<br><input type="checkbox"/> Motor Vehicle Accident (320)<br><input type="checkbox"/> Premises Liability (330)<br><input type="checkbox"/> Products Liability (340)<br><input type="checkbox"/> Personal Injury (350)<br><input type="checkbox"/> Wrongful Death (360)<br><input type="checkbox"/> Other (399)                                                                                                                                                                                         | <b>Real Property</b><br><input type="checkbox"/> Claim & Delivery (400)<br><input type="checkbox"/> Condemnation (410)<br><input type="checkbox"/> Foreclosure (420)<br><input type="checkbox"/> Mechanic's Lien (430)<br><input type="checkbox"/> Partition (440)<br><input type="checkbox"/> Possession (450)<br><input type="checkbox"/> Building Code Violation (460)<br><input type="checkbox"/> Other (499)                                                                                                                                                  |
| <b>Inmate Petitions</b><br><input type="checkbox"/> PCR (500)<br><input type="checkbox"/> Mandamus (520)<br><input type="checkbox"/> Habeas Corpus (530)<br><input type="checkbox"/> Other (599)                                                                                                                  | <b>Administrative Law/Relief</b><br><input type="checkbox"/> Reinstate Drv. License (800)<br><input type="checkbox"/> Judicial Review (810)<br><input type="checkbox"/> Relief (820)<br><input type="checkbox"/> Permanent Injunction (830)<br><input type="checkbox"/> Forfeiture-Petition (840)<br><input type="checkbox"/> Forfeiture-Consent Order (850)<br><input type="checkbox"/> Other (899) | <b>Judgments/Settlements</b><br><input type="checkbox"/> Death Settlement (700)<br><input type="checkbox"/> Foreign Judgment (710)<br><input type="checkbox"/> Magistrate's Judgment (720)<br><input type="checkbox"/> Minor Settlement (730)<br><input type="checkbox"/> Transcript Judgment (740)<br><input type="checkbox"/> Lis Pendens (750)<br><input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760)<br><input type="checkbox"/> Confession of Judgment (770)<br><input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780)<br><input type="checkbox"/> Other (799) | <b>Appeals</b><br><input type="checkbox"/> Arbitration (900)<br><input type="checkbox"/> Magistrate-Civil (910)<br><input type="checkbox"/> Magistrate-Criminal (920)<br><input type="checkbox"/> Municipal (930)<br><input type="checkbox"/> Probate Court (940)<br><input type="checkbox"/> SCDOT (950)<br><input type="checkbox"/> Worker's Comp (960)<br><input type="checkbox"/> Zoning Board (970)<br><input type="checkbox"/> Public Service Comm. (990)<br><input type="checkbox"/> Employment Security Comm (991)<br><input type="checkbox"/> Other (999) |
| <b>Special/Complex /Other</b><br><input type="checkbox"/> Environmental (600)<br><input type="checkbox"/> Automobile Arb. (610)<br><input type="checkbox"/> Medical (620)<br><input type="checkbox"/> Other (699)                                                                                                 | <input type="checkbox"/> Pharmaceuticals (630)<br><input type="checkbox"/> Unfair Trade Practices (640)<br><input type="checkbox"/> Out-of State Depositions (650)<br><input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660)<br><input type="checkbox"/> Sexual Predator (670)                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

Submitting Party Signature: \_\_\_\_\_

Date: February 28 2014

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.



**FOR MANDATED ADR COUNTIES ONLY**

Aiken, Allendale, Anderson, Bamberg, Barnwell, Beaufort, Berkeley, Calhoun, Charleston, Cherokee, Clarendon, Colleton, Darlington, Dorchester, Florence, Georgetown, Greenville, Hampton, Horry, Jasper, Kershaw, Lee, Lexington, Marion, Oconee, Orangeburg, Pickens, Richland, Spartanburg, Sumter, Union, Williamsburg, and York

**SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.**

**You are required to take the following action(s):**

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210<sup>th</sup> day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
  - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
  - b. Requests for temporary relief;
  - c. Appeals
  - d. Post Conviction relief matters;
  - e. Contempt of Court proceedings;
  - f. Forfeiture proceedings brought by governmental entities;
  - g. Mortgage foreclosures; and
  - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

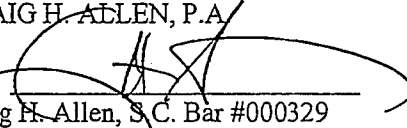
**Please Note:** You must comply with the Supreme Court Rules regarding ADR.  
Failure to do so may affect your case or may result in sanctions.

SUMMONS FOR RELIEF (Complaint Served)  
Craig H. Allen, P.A., Attorney at Law  
605 Pettigru Street  
Greenville, SC 29601

STATE OF SOUTH CAROLINA )  
COUNTY OF ANDERSON ) IN THE COURT OF COMMON PLEAS  
NHC HealthCare/Mauldin, LLC, )  
Plaintiff, )  
vs. ) SUMMONS  
Wade Thompson and Shelia Thompson, ) 2014-CP-04-00373  
Defendant(s). )

TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer to the said Complaint on the subscribers at their offices, 605 Pettigru Street, Greenville, South Carolina 29601, within thirty (30) days after the service hereof, exclusive of the day of such service. If you fail to answer the Complaint within that time, judgment by default will be rendered against you for the relief demanded in the Complaint.

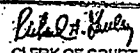
CRAIG H. ALLEN, P.A.  
BY:   
Craig H. Allen, S.C. Bar #000329  
Attorneys for Plaintiff  
605 Pettigru Street  
Greenville, SC 29601  
864-239-0444

Greenville, SC

Dated: February 28, 2014

A TRUE COPY

FEB 28 2014

  
CLERK OF COURT

STATE OF SOUTH CAROLINA  
COUNTY OF ANDERSON

IN THE COURT OF COMMON PLEAS

NHC HealthCare/Mauldin, LLC,

Plaintiff,

vs.

Wade Thompson and Shelia Thompson,

Defendant.

COMPLAINT  
Non-Jury

2014-CP-04-00373

The Plaintiff abovenamed, complaining of the Defendants herein, would respectfully show the Court:

FIRST CAUSE OF ACTION

I.

That Plaintiff is a South Carolina limited liability company with offices and agents in the County of Greenville, South Carolina.

II.

That upon information and belief, Defendant Wade Thompson is a resident of the County of Anderson, State of South Carolina; that upon information and belief, Defendant Shelia Thompson is a resident of the County of Pickens, State of South Carolina.

III.

That on or about January 26, 2011 Defendants admitted Wade Thompson into Plaintiff's nursing facility; that Defendants agreed to pay the applicable room and board rate for Wade Thompson's stay at Plaintiff's facility, together with other charges for his stay and care.

A TRUE COPY

FEB 28 2014

P. L. O. H. H.

IV.

That Wade Thompson was a resident of Plaintiff's facility through March 10, 2011; that while Wade Thompson was a resident of the facility, charges for his stay and care accrued on the account from time to time; that as set forth in the statement of account, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, there remains due and owing Plaintiff for the services provided for Wade Thompson the total sum of Eight Thousand Eight Hundred Sixty-nine and 32/100 (\$8,869.32) Dollars; that Plaintiff has made demand on Defendants for payment of the aforesaid balance, however Defendants have failed and refused to pay the same.

FOR A SECOND CAUSE OF ACTION

V.

That each and every allegation of the First Cause of Action above is hereby adopted and incorporated herein by reference.

VI.

That at the special instance and request of Defendants, and with the expectation that Plaintiff would be paid therefor, Plaintiff furnished goods and services for Defendants at the times and in the character and amounts as set forth in the statement of account, attached as Exhibit A; that the reasonable value of said goods and services furnished by Plaintiff as aforesaid, and unpaid, is Eight Thousand Eight Hundred Sixty-nine and 32/100 (\$8,869.32) Dollars, all as set forth in Exhibit B; that the aforesaid balance of the value of said goods and services provided by Plaintiff has not been paid, notwithstanding Plaintiff's demand for such payment.

CH  
PJ-2

VII.

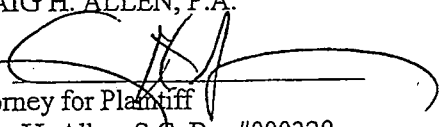
That at all times Plaintiff was furnishing the said goods and services, the aforesaid Defendants knew that said goods and services were being furnished by Plaintiff and that Plaintiff expected to be paid therefor; that the Defendants accepted the said goods and services furnished by Plaintiff and has received and enjoyed the benefits thereof; that despite receiving the benefits of said goods and services furnished by Plaintiff, the Defendants have not paid Plaintiff for said goods and services; that accordingly, the Defendants have been unjustly enriched at the expense of Plaintiff and under these circumstances, it is unjust and inequitable to allow the Defendants to retain said benefits without paying Plaintiff therefor.

VIII.

That accordingly, Plaintiff is entitled to recover of the Defendants the unpaid balance of the reasonable value of the goods and services furnished by it in the sum of Eight Thousand Eight Hundred Sixty-nine and 32/100 (\$8,869.32) Dollars.

WHEREFORE, Plaintiff prays for judgment against the Defendants, Wade Thompson and Shelia Thompson, for the sum of Eight Thousand Eight Hundred Sixty-nine and 32/100 (\$8,869.32) Dollars, for the cost of this action, and for such other and further relief as to the Court may seem just and proper.

CRAIG H. ALLEN, P.A.

BY: 

Attorney for Plaintiff

Craig H. Allen, S.C. Bar #000329

P.O Box 10854

Greenville, SC 29603

864-239-0444

Greenville, SC  
February 28, 2014

95-3

# **Exhibit A**



## STATEMENT 8/10/11

NHC HealthCare, Mauldin  
P.O. Box 600  
Mauldin, SC 29662

If you have any questions regarding  
this statement, please call

(864) 675-6421

Patient: Wade Thompson

MR # 3889

Gertrude Thompson  
1226 Brushy Creed Road  
Easley SC 29642

Amount Enclosed \$ \_\_\_\_\_

Please detach and return with your payment upon receipt of statement

## Wade Thompson

|         |                                   |          |
|---------|-----------------------------------|----------|
| 1/01/11 | Balance Forward                   | 0.00     |
|         | Payments Received :               |          |
|         | 01/26/11 31099                    | 630.00-  |
|         | Prior Month Adjustments :         |          |
| 1/01/11 | 2/28/11                           |          |
| 1/26/11 | 1/31/11                           |          |
| 1/26/11 | 1/31/11                           |          |
| 1/26/11 | 1/31/11                           |          |
| 1/26/11 | 1/31/11                           |          |
| 2/01/11 | 2/28/11                           |          |
| 2/01/11 | 2/28/11                           |          |
| 2/01/11 | 2/28/11                           |          |
|         | 6 days @ 212.00 Private Room      | 714.00-  |
|         | Laundry Services                  | 1,272.00 |
|         | Ancillary Supplies                | 6.60     |
|         | Routine Supplies                  | 9.12     |
|         | 28 days @ 212.00 Private Room     | 27.63    |
|         | Laundry Services                  | 5,936.00 |
|         | Non Legend Drugs                  | 30.80    |
|         |                                   | 21.40    |
|         | Current Charges :                 |          |
| 1/26/11 | 1/31/11                           |          |
| 3/01/11 | 3/10/11                           |          |
| 3/01/11 | 3/10/11                           |          |
| 3/01/11 | 3/10/11                           |          |
| 3/01/11 | 3/10/11                           |          |
| 3/01/11 | 3/10/11                           |          |
| 4/01/11 | 4/30/11                           |          |
| 5/01/11 | 5/31/11                           |          |
| 6/01/11 | 6/30/11                           |          |
| 7/01/11 | 7/31/11                           |          |
| 7/01/11 | 7/31/11                           |          |
| 7/01/11 | 7/31/11                           |          |
|         | 28 days @ 21.00 Private Room Chg. | 12.00    |
|         | Laundry Services                  | 9.90     |
|         | Ancillary Supplies                | 9.12     |
|         | Routine Supplies                  | 20.75    |
|         | Legend Drugs                      | 236.00   |
|         | Finance Charge                    | 88.69    |
|         | Finance Charge                    | 89.58    |
|         | Finance Charge                    | 90.48    |
|         | Finance Charge                    | 91.38    |
|         |                                   | 560.66   |
| 3/01/11 | 3/10/11                           |          |
|         | 9 days @ 212.00 Private Room      | 1,908.00 |
| 1/26/11 | 1/31/11                           |          |
|         | 6 days @ 21.00 Private Room       | 126.00   |

!!!! Continued !!!!!

Insurance Notation: We wish to advise you that we have filed a claim(s) with your insurance in the amount of \$\_\_\_\_\_ and are awaiting payment. If your insurance does not pay within 60 days, you will be responsible for seeing that payment is made. The amount filed with your insurance is not included in the amount listed above.

Special Notice:

AUG/10/2011/WED 11:51 AM NHC Mauldin

FAX No. 864-675-9122

P. 003

NHC HealthCare, Mauldin  
P.O. Box 600  
Mauldin, SC 29662

STATEMENT 8/10/11

If you have any questions regarding  
this statement, please call:

(864) 675-6421

Patient: Wade Thompson

MR # 3889

Gertrude Thompson  
1226 Brushy Creed Road  
Easley SC 29642

Amount Enclosed \$ \_\_\_\_\_

Please detach and return with your payment upon receipt of statement

Wade Thompson

|                                              |                                |
|----------------------------------------------|--------------------------------|
| 2/01/11 2/28/11 28 days @ 21.00 Private Room | 588.00                         |
| Total Amount Due Upon Receipt                | <del>9,817.43</del><br>9229.45 |
| LESS FINANCE CHARGES                         | 360.13                         |
| BALANCE DUE                                  | 8,869.32                       |

Insurance Notation: We wish to advise you that we have filed a claim(s) with your insurance in the amount of \$\_\_\_\_\_ and are awaiting payment. If your insurance does not pay within 60 days, you will be responsible for seeing that payment is made. The amount filed with your insurance is not included in the amount listed above.

Special Notice:

NHC HealthCare, Mauldin P.O. Box 600

Mauldin,

SC 29662

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE )

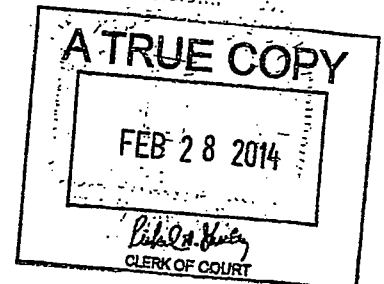
AFFIDAVIT OF ACCOUNT

PERSONALLY appeared before me, the undersigned Notary Public, Deborah D. Dobson (hereinafter the "Affiant"), who after being duly sworn does state that Affiant is Administrator of NHC HealthCare/Mauldin, LLC (hereinafter the "Plaintiff"), a limited liability company organized under the laws of the State of South Carolina, and has been duly authorized by said corporation to make this Affidavit; that Affiant is familiar with the books and business of Plaintiff; that the attached Statement of Account against Wade Thompson, hereinafter the "Defendant(s)", is just and correct within the knowledge of Affiant; that Plaintiff has given Defendant(s) credit for all payments and just and lawful offsets to which Defendant(s) is entitled, as shown on the Statement of Account attached hereto; that the balance due Plaintiff by Defendant(s) in the sum of Eight Thousand Eight Hundred Sixty-nine and 32/100 (\$8,869.32) Dollars is justly due and remains unpaid.

SWORN TO AND SUBSCRIBED )  
before me this 18<sup>th</sup> day )  
of December, 2012. )

Angela M. Brown (LS)  
Notary Public for South Carolina  
My Commission expires:

Deborah D. Dobson



# **Exhibit B**

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

NHC HealthCare/Mauldin, LLC

Plaintiff(s)

vs.

Wade Thompson

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2014-CP - 04- 00373

(Please Print)

Submitted By: Craig H. Allen

Address: P. O. Box 10854, Greenville, SC 29603

SC Bar #: 000329

Telephone #: 864-239-0444

Fax #: 864-239-0098

Other:

E-mail: craig@craigallenlaw.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

\*If Action is Judgment/Settlement do not complete

- ☐ JURY TRIAL demanded in complaint. ☒ NON-JURY TRIAL demanded in complaint.  
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.  
☒ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.  
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- Contracts**  
☐ Constructions (100)  
☒ Debt Collection (110)  
☐ Employment (120)  
☐ General (130)  
☐ Breach of Contract (140)  
☐ Other (199)

- Torts - Professional Malpractice**  
☐ Dental Malpractice (200)  
☐ Legal Malpractice (210)  
☐ Medical Malpractice (220)  
Previous Notice of Intent Case #  
20\_\_-CP-\_\_\_\_\_  
☐ Notice/ File Med Mal (230)  
☐ Other (299)

- Torts - Personal Injury**  
☐ Assault/Slander/Libel (300)  
☐ Conversion (310)  
☐ Motor Vehicle Accident (320)  
☐ Premises Liability (330)  
☐ Products Liability (340)  
☐ Personal Injury (350)  
☐ Wrongful Death (360)  
☐ Other (399)

- Real Property**  
☐ Claim & Delivery (400)  
☐ Condemnation (410)  
☐ Foreclosure (420)  
☐ Mechanic's Lien (430)  
☐ Partition (440)  
☐ Possession (450)  
☐ Building Code Violation (460)  
☐ Other (499)

- Inmate Petitions**  
☐ PCR (500)  
☐ Mandamus (520)  
☐ Habeas Corpus (530)  
☐ Other (599)

- Judgments/Settlements**  
☐ Death Settlement (700)  
☐ Foreign Judgment (710)  
☐ Magistrate's Judgment (720)  
☐ Minor Settlement (730)  
☐ Transcript Judgment (740)  
☐ Lis Pendens (750)  
☐ Transfer of Structured Settlement Payment Rights Application (760)  
☐ Other (799)

- Administrative Law/Relief**  
☐ Reinstate Driver's License (800)  
☐ Judicial Review (810)  
☐ Relief (820)  
☐ Permanent Injunction (830)  
☐ Forfeiture-Petition (840)  
☐ Forfeiture-Consent Order (850)  
☐ Other (899)

- Appeals**  
☐ Arbitration (900)  
☐ Magistrate-Civil (910)  
☐ Magistrate-Criminal (920)  
☐ Municipal (930)  
☐ Probate Court (940)  
☐ SCDOT (950)  
☐ Worker's Comp (960)  
☐ Zoning Board (970)  
☐ Public Service Commission (990)  
☐ Employment Security Comm (991)  
☐ Other (999)

- Special/Complex /Other**  
☐ Environmental (600)  
☐ Automobile Arb. (610)  
☐ Medical (620)  
☐ Other (699)  
☐ Pharmaceuticals (630)  
☐ Unfair Trade Practices (640)  
☐ Out-of State Depositions (650)  
☐ Motion to Quash Subpoena in an Out-of-County Action (660)  
☐ Sexual Predator (610)

Submitting Party Signature: \_\_\_\_\_

Date: January 25, 2016

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

A TRUE COPY

JAN 29 2016

Anderson Clerk of Court

**FOR MANDATED ADR COUNTIES ONLY**

Allendale, Anderson, Beaufort, Clarendon, Colleton, Florence, Greenville, Hampton, Horry, Jasper, Lee, Lexington, Pickens (Family Court Only), Richland, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

**You are required to take the following action(s):**

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210<sup>th</sup> day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
  - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
  - b. Requests for temporary relief;
  - c. Appeals
  - d. Post Conviction relief matters;
  - e. Contempt of Court proceedings;
  - f. Forfeiture proceedings brought by governmental entities;
  - g. Mortgage foreclosures; and
  - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note:** You must comply with the Supreme Court Rules regarding ADR.  
Failure to do so may affect your case or may result in sanctions.

**SUMMONS FOR RELIEF (Amended Complaint Served)**

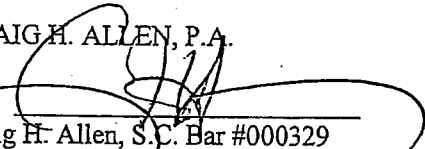
Craig H. Allen, P.A., Attorney at Law  
605 Pettigru Street  
Greenville, SC 29601

|                                    |   |                              |
|------------------------------------|---|------------------------------|
| STATE OF SOUTH CAROLINA            | ) |                              |
|                                    | ) | IN THE COURT OF COMMON PLEAS |
| COUNTY OF ANDERSON                 | ) |                              |
| NHC HealthCare/Mauldin, LLC,       | ) |                              |
|                                    | ) |                              |
| Plaintiff,                         | ) |                              |
|                                    | ) |                              |
| vs.                                | ) | SUMMONS                      |
|                                    | ) |                              |
| Wade Thompson and Shelia Thompson, | ) | 2014-CP-04-00373             |
|                                    | ) |                              |
| Defendant(s).                      | ) |                              |
| _____                              | ) |                              |

TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Amended Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer to the said Amended Complaint on the subscribers at their offices, 605 Pettigru Street, Greenville, South Carolina 29601, within thirty (30) days after the service hereof, exclusive of the day of such service. If you fail to answer the Amended Complaint within that time, judgment by default will be rendered against you for the relief demanded in the Amended Complaint.

CRAIG H. ALLEN, P.A.

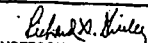
BY:   
Craig H. Allen, S.C. Bar #000329  
Attorneys for Plaintiff  
605 Pettigru Street  
Greenville, SC 29601  
864-239-0444

Greenville, SC

Dated: January 25, 2016

**A TRUE COPY**

**JAN 29 2016**

  
ANDERSON CLERK OF COURT

|                                    |   |                     |
|------------------------------------|---|---------------------|
| STATE OF SOUTH CAROLINA            | ) |                     |
| COUNTY OF ANDERSON                 | ) | IN THE COURT OF COM |
| NHC HealthCare/Mauldin, LLC,       | ) |                     |
| Plaintiff,                         | ) |                     |
| vs.                                | ) | AMENDED COMPLAINT   |
| Wade Thompson and Shelia Thompson, | ) | Non-Jury            |
| Defendant.                         | ) | 2014-CP-04-00373    |

The Plaintiff abovenamed, complaining of the Defendants herein, would respectfully show the Court:

FIRST CAUSE OF ACTION

I.

That Plaintiff is a South Carolina limited liability company with offices and agents in the County of Greenville, South Carolina.

II.

That upon information and belief, Defendant Wade Thompson is a resident of the County of Anderson, State of South Carolina; that upon information and belief, Defendant Shelia Thompson is a resident of the County of Pickens, State of South Carolina.

III.

That on or about January 26, 2011 Defendants admitted Wade Thompson into Plaintiff's nursing facility; that Defendants agreed to pay the applicable room and board rate for Wade Thompson's stay at Plaintiff's facility, together with other charges for his stay and care.

*CHD*  
*PJ*

**A TRUE COPY**

JAN 29 2016

*Richard X. Kiley*



IV.

That Wade Thompson was a resident of Plaintiff's facility through March 10, 2011; that while Wade Thompson was a resident of the facility, charges for his stay and care accrued on the account from time to time; that as set forth in the statement of account, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, there remains due and owing Plaintiff for the services provided for Wade Thompson the total sum of Eight Thousand Eight Hundred Sixty-nine and 32/100 (\$8,869.32) Dollars; that Plaintiff has made demand on Defendants for payment of the aforesaid balance, however Defendants have failed and refused to pay the same.

FOR A SECOND CAUSE OF ACTION

V.

That each and every allegation of the First Cause of Action above is hereby adopted and incorporated herein by reference.

VI.

That at the special instance and request of Defendants, and with the expectation that Plaintiff would be paid therefor, Plaintiff furnished goods and services for Defendants at the times and in the character and amounts as set forth in the statement of account, attached as Exhibit A; that the reasonable value of said goods and services furnished by Plaintiff as aforesaid, and unpaid, is Eight Thousand Eight Hundred Sixty-nine and 32/100 (\$8,869.32) Dollars, all as set forth in Exhibit A; that the aforesaid balance of the value of said goods and services provided by Plaintiff has not been paid, notwithstanding Plaintiff's demand for such payment.

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VII.

That at all times Plaintiff was furnishing the said goods and services, the aforesaid Defendants knew that said goods and services were being furnished by Plaintiff and that Plaintiff expected to be paid therefor; that the Defendants accepted the said goods and services furnished by Plaintiff and has received and enjoyed the benefits thereof; that despite receiving the benefits of said goods and services furnished by Plaintiff, the Defendants have not paid Plaintiff for said goods and services; that accordingly, the Defendants have been unjustly enriched at the expense of Plaintiff and under these circumstances, it is unjust and inequitable to allow the Defendants to retain said benefits without paying Plaintiff therefor.

VIII.

That accordingly, Plaintiff is entitled to recover of the Defendants the unpaid balance of the reasonable value of the goods and services furnished by it in the sum of Eight Thousand Eight Hundred Sixty-nine and 32/100 (\$8,869.32) Dollars.

FOR A THIRD CAUSE OF ACTION

IX.

That each and every allegation of the First and Second Causes of Action above is hereby adopted and incorporated herein by reference.

X.

That on or about January 26, 2011 Shelia Thompson came to Plaintiff's facility for the purpose of arranging admission of Wade Thompson into the facility; that in connection therewith, Shelia Thompson executed the Admission Documents, a copy of which is attached hereto as Exhibit B and incorporated herein by reference.

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XI.

That Shelia Thompson represented to Plaintiff that she was authorized by Wade Thompson or by law to act on his behalf in making the arrangements for his admission into Plaintiff's facility; that Plaintiff is now informed and believes that said representations were false; that said representations were material; that Shelia Thompson would have had knowledge that said representations were false or made such representations in reckless disregard of the truth of the same; that Shelia Thompson intended Plaintiff to rely upon the representations in admitting Wade Thompson to the facility; that Plaintiff was ignorant of the falsity of the representations and relied on the truth of the same in admitting Wade Thompson; that Plaintiff had a right to rely on the truth of the said representations; and that the aforesaid false and fraudulent representations were made willfully and deliberately by Shelia Thompson in order to induce Plaintiff to admit Wade Thompson into Plaintiff's facility and provide care to him there.

XII.

That Plaintiff is now informed and believes that both Wade Thompson and Shelia Thompson deny responsibility and/or consent and/or authority for the admission of Wade Thompson into Plaintiff's facility and both further deny any liability for the costs and expenses thereof; that as a result of the aforesaid fraudulent misrepresentation, Plaintiff has suffered consequent and proximate injury in the sum of Eight Thousand Eight Hundred Sixty-nine and 32/100 (\$8,869.32) Dollars, together with punitive damages in an amount to be determined by the Court.

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FOR A FOURTH CAUSE OF ACTION

XIII.

That each and every allegation of the First, Second, and Third Causes of Action above is hereby adopted and incorporated herein by reference.

XIV.

That Shelia Thompson made false representations to Plaintiff as aforesaid; that Shelia Thompson had a pecuniary interest in making such statements; that Shelia Thompson owed to Plaintiff a duty of care to communicate truthful information to Plaintiff; that Shelia Thompson breached that duty by failing to exercise due care; and that Plaintiff justifiably relied on Shelia Thompson's representations.

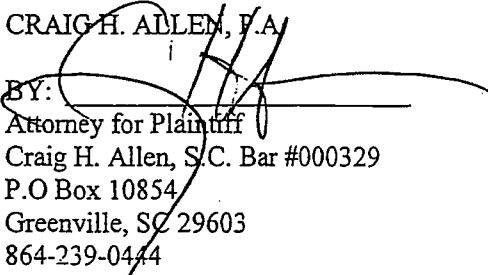
XV.

That as a direct and proximate result of the false misrepresentations of Shelia Thompson, Plaintiff has suffered loss and damage in the amount of Eight Thousand Eight Hundred Sixty-nine and 32/100 (\$8,869.32) Dollars; that Plaintiff is entitled to recover said losses from the Defendant Shelia Thompson.

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WHEREFORE, Plaintiff prays for judgment against the Defendants, Wade Thompson and Shelia Thompson, for the sum of Eight Thousand Eight Hundred Sixty-nine and 32/100 (\$8,869.32) Dollars, for the cost of this action, together with punitive damages in an amount to be determined by the Court against the Defendant Shelia Thompson, and for such other and further relief as to the Court may seem just and proper.

CRAIG H. ALLEN, F.A.

BY: 

Attorney for Plaintiff

Craig H. Allen, S.C. Bar #000329

P.O Box 10854

Greenville, SC 29603

864-239-0444

Greenville, SC  
January 25, 2016

# Exhibit A

## STATEMENT 8/10/11

NHC HealthCare, Mauldin  
P.O. Box 600  
Mauldin, SC 29662

If you have any questions regarding  
this statement, please call

(864) 675-6421

Patient: Wade Thompson

MR # 3889

Gertrude Thompson  
1226 Brushy Creed Road  
Easley SC 29642

Amount Enclosed \$ \_\_\_\_\_

Please detach and return with your payment upon receipt of statement

## Wade Thompson

|         |                           |                                  |
|---------|---------------------------|----------------------------------|
| 1/01/11 | Balance Forward           | 0.00                             |
|         | Payments Received :       |                                  |
|         | 01/26/11 31099            | 630.00-                          |
|         | Prior Month Adjustments : |                                  |
| 1/01/11 | 2/28/11                   |                                  |
| 1/26/11 | 1/31/11                   | 6 days                           |
| 1/26/11 | 1/31/11                   | Credit from Prior Months         |
| 1/26/11 | 1/31/11                   | @ 212.00 Private Room            |
| 1/26/11 | 1/31/11                   | Laundry Services                 |
| 1/26/11 | 1/31/11                   | Ancillary Supplies               |
| 1/26/11 | 1/31/11                   | Routine Supplies                 |
| 2/01/11 | 2/28/11                   | 28 days                          |
| 2/01/11 | 2/28/11                   | @ 212.00 Private Room            |
| 2/01/11 | 2/28/11                   | Laundry Services                 |
| 2/01/11 | 2/28/11                   | Non Legend Drugs                 |
|         |                           |                                  |
|         | Current Charges :         |                                  |
| 1/26/11 | 1/31/11                   | Beauty & Barber Shop             |
| 3/01/11 | 3/10/11                   | Laundry Services                 |
| 3/01/11 | 3/10/11                   | Ancillary Supplies               |
| 3/01/11 | 3/10/11                   | Routine Supplies                 |
| 3/01/11 | 3/10/11                   | Legend Drugs                     |
| 4/01/11 | 4/30/11                   | Finance Charge                   |
| 5/01/11 | 5/31/11                   | Finance Charge                   |
| 6/01/11 | 6/30/11                   | Finance Charge                   |
| 7/01/11 | 7/31/11                   | Finance Charge                   |
| 4/01/11 | 2/28/11                   | 28 days @ 21.00 Private Room Chg |
|         |                           |                                  |
| 3/01/11 | 3/10/11                   | 9 days @ 212.00 Private Room     |
|         |                           |                                  |
| 1/26/11 | 1/31/11                   | 6 days @ 21.00 Private Room      |
|         |                           |                                  |

!!!! Continued !!!!!

Insurance Notation: We wish to advise you that we have filed a claim(s) with your insurance in the amount of \$\_\_\_\_\_ and are awaiting payment. If your insurance does not pay within 60 days, you will be responsible for seeing that payment is made. The amount filed with your insurance is not included in the amount listed above.

Special Notice:

AUG/10/2011/WED 11:53 AM NHC Mauldin

FAX No. 864-675-9122

P. 003

NHC HealthCare, Mauldin  
P.O. Box 600  
Mauldin, SC 29662

STATEMENT 8/10/11

If you have any questions regarding  
this statement, please call:

(864) 675-6421

Gertrude Thompson  
1226 Brushy Creed Road  
Easley SC 29642

Patient: Wade Thompson

MR # 3889

Amount Enclosed \$ \_\_\_\_\_

Please detach and return with your payment upon receipt of statement

Wade Thompson

|                                              |                                 |
|----------------------------------------------|---------------------------------|
| 2/01/11 2/28/11 28 days @ 21.00 Private Room | 588.00                          |
| Total Amount Due Upon Receipt                | <del>9,817.43</del><br>9,229.45 |
| LESS FINANCE CHARGES                         | 360.13                          |
| BALANCE DUE                                  | 8,869.32                        |

Insurance Notation: We wish to advise you that we have filed a claim(s) with your insurance in the amount of \$\_\_\_\_\_ and are awaiting payment. If your insurance does not pay within 60 days, you will be responsible for seeing that payment is made. The amount filed with your insurance is not included in the amount listed above.

Special Notice:

NHC HealthCare, Mauldin P.O. Box 600



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# **Exhibit B**

# Admission Documents

## 1. Admission and

## Financial Agreement

## 2. Arbitration Agreement

# Admission and Financial Agreement

## ADMISSION AND FINANCIAL AGREEMENT

Name of Center NHC Healthcare Mauldin  
 Name of Patient Wade Thompson  
 Private Insurance Policy Name & Number Mutual of Omaha  
 Social Security Number \_\_\_\_\_  
 Medicare Number \_\_\_\_\_ Part A ☒ Part B ☒ Part C \_\_\_\_\_ Part D \_\_\_\_\_  
 Medicaid Number \_\_\_\_\_  
 Name of Legal Representative (if applicable) Shelia Thompson  
 Additional Signature (if applicable) \_\_\_\_\_

## A. PRELIMINARY STATEMENTS:

Patient individually or by and through Patient's Legal Representative (hereafter collectively referred to as Patient) has considered appropriate care settings and is desirous of receiving care at this Center; and

Center is a licensed nursing facility and will provide the services set forth below in accordance with the standards of the industry, none of which cause the Center to become an insurer nor guarantor of the health and safety of the Patient, or for that matter, the insurer or guarantor of the Patient's personal property.

Patient acknowledges that this Center participates in the Medicare and Medicaid Programs as a service to Patients on a voluntary and limited basis, and that the Center may limit or terminate its participation in either program at its discretion upon appropriate notice to all affected parties.

Patient acknowledges that all references to "Center" in this agreement are references not only to Center's trade name, but to its legal entity, which is

NHC Healthcare Mauldin, LLC  
 Identification of Legal Representative (if applicable):

The legal representative is anyone authorized by the Patient or by law to act on the Patient's behalf. Please check the type and scope of authority for anyone other than the Patient who signs this contract:

## TYPE (check one)

- ☐ Guardianship  
☐ Limited, Durable POA  
☐ Unlimited/Durable POA  
☐ Power of Attorney  
☐ Health Care Agent  
☐ Surrogate

## SCOPE (check all that apply)

- ☐ Routine health care  
☐ Unlimited health care  
☐ Limited access to income/finance  
☐ Authorized to accept income and control financial resources of Patient

The Legal Representative, by signing this contract, acknowledges acceptance of the duties and responsibilities of this role.

The Legal Representative who is authorized to accept the Patient's finances will not incur personal financial liability except for breach of duty or contract in properly directing the Patient's resources to pay for the Patient's care.

Attach a copy of all written authorizations to this agreement.

NOW, THEREFORE, in consideration of the prompt payment by the Patient (and the applicable state, federal, or private insurance program) of the charges made to the Patient's account in accordance with the charge structure of the Center, and in further consideration of

**B. SERVICES PROVIDED:**

1. The Center agrees to offer the following services including but not limited to: room accommodations, food services, professional nursing services, social services, activities, physical therapy, occupational therapy, speech therapy, beauty and barber services, housekeeping and laundry services, and Patient trust fund services.
2. The Patient is responsible for choosing and retaining an attending physician, who presently is Dr. \_\_\_\_\_. Patient understands that the attending physician must see the Patient at regular intervals and document orders and progress in the medical chart. Should these requirements not be met, the Patient will be asked to change physicians.
3. The Center retains the right to control the source of supply of any items and contract services used within the Center. Patient acknowledges that Patient has exercised freedom of choice by applying for admission at Center and thereby agrees and contracts with Center to supply said supply items and contract services as requested. The place of purchase for pharmaceutical items is within Patient's freedom of choice subject to this Center's controlled purchasing policy for Patient drugs.
4. The Center makes room and bed assignments in accordance with the Patient's physical and mental condition. Patient acknowledges that bed assignments may be changed in order to provide a proper environment for all Patients. Patient, family/legal representative will be notified of any room or roommate changes.

**C. CENTER CHARGE STRUCTURE:**

1. The charges made to you by this Center are:

- a. Daily Rate for Room and Board:

Semi-private accommodations from \$ 191 to \$ 194  
Private accommodations from \$ 212 to \$ 217

Your room and board rate for accommodations selected: \$ 212 per day.

- b. Personal Laundry Services: \$ 1.00 per day  
Requested: ☐ Yes ☒ No

- c. Specialized Therapy:  
Physical Therapy: \$ 150 per hour.  
Occupational Therapy: \$ 150 per hour.  
Speech Therapy: \$ 150 per hour.

- d. Central Supply and Pharmacy charges are available.

**D. FINANCIAL AGREEMENTS:**

1. Notification of Changes in Rates:

In the event it becomes necessary to change this charge structure the Center agrees to give thirty (30) days notice. Advance notice of other changes will be made whenever possible as required by state law.

2. Daily Rate Includes:

The routine daily rate includes room and board, routine nursing services, routine social services, activities, routine restoration services, housekeeping and maintenance.

## 3. Subject to Additional Charge:

Treatments by licensed therapists, such as physical therapy, speech therapy, occupational therapy; personal laundry service; beauty and barber services; medications ordered by physician; over the counter medications; central supply items ordered and/or used by particular Patient; special equipment; oxygen, IV fluids, braces, splints and laboratory work ordered by the physician, are subject to additional charge by the Center.

## 4. Services Billed Separate and Apart From Center Charges:

Physician charges and any services furnished to the Patient as physician requested consultation, including but not limited to dental services, podiatry, optometry, audiology or mental health services are billed directly to Patient by provider of service.

Sitters and private duty nurses are allowed at the Center only if said sitter or private duty nurse complies with all applicable Rules and Regulations of the Center. Any sitter or private duty nurse must be approved by the Center and can be removed from the premises by Center without reason at any time. The financial arrangement with such persons is private.

It may be necessary for the Patient to arrange bedside telephone, in room television, and/or in room cable television. The Center maintenance department will provide the specifications of the Center for installation.

Dry cleaning, personal shopping, clothing with proper identification and clothing repair are the responsibility of the Patient.

## 5. Bed Reservations:

Rooms may be reserved for Patients absent from the Center at the request of the Patient and/or family provided the usual room and board rate is paid to hold the room.

In the event the Patient/family chooses not to reserve a bed by paying the usual rate, there is no assurance an appropriate bed will be available if the Patient wishes to return.

## 6. Failure to pay:

Failure to pay an account at the Center when due is a breach of this agreement and will allow Center to discharge Patient upon giving a 30 day written notice, during which 30 day period the breach may be cured by payment of the account in full.

## 7. Payment in Advance:

It is the policy of this Center to collect payment for room and board 30 days in advance.

Patient hereby makes payment in advance of \$ 294.<sup>00</sup>

If Medicare or Medicaid coverage as determined by Center's professional staff is expected or other private insurance benefits are assigned to the Center, Patient must pay in advance only that portion of expected charges specifically not covered by plan(s).

Patient expecting Medicare coverage specifically understands that Medicare coinsurance is the responsibility of the Patient. Payment of coinsurance is required. Payment is not expected until services are rendered.

## 8. Refunds:

This Center will refund to the Patient or legal representative any payment collected in

The refund will be made as soon as practicable, not to exceed number of days required by state and never more than 60 days following month of discharge and/or settling of account.

Note: Medicare, Medicaid and Private Insurance accounts sometimes take several months to resolve.

Refunds contingent upon insurance payments will be made within 30 days of resolution of claim.

Monies held for a Patient in trust will be paid to Patient's estate within 30 days of death.

#### 9. Insurance Coverage:

When the Center has determined that the Patient is eligible for insurance benefits, including but not limited to Medicare it will submit a claim for payment. Pre-certification of insurance, if required, is the responsibility of the Patient.

The fact that the Center submits a claim for payment does not relieve the Patient from liability for the cost of care for any days determined by the Program Administrators as non covered, or for the Patient's portion of the liability as determined by the appropriate program administrators.

##### a. Medicare Coverage

Medicare Part A pays for the following services when medically necessary except when another payment source is primary:

- Room and Board
- Specialized rehabilitation services: Physical, Speech, Occupational and Respiratory Therapies
- Medications ordered by physician
- Ancillary Central Supply items including certain special equipment such as air fluidized beds
- Oxygen, IV Fluids, Braces
- Basic Personal Laundry
- Certain Personal Hygiene Items
- Over the counter drugs

Medicare Part B pays 80% of the cost of certain services within program limitations as provided with consent of the Patient:

- Specialized Rehabilitation Services when Part A unavailable up to limits defined by Medicare.
- Physician services and certain physician ordered consultations.
- Prosthetic items when Part A unavailable

Medicare Part A does not pay for the following services which are subject to charge if requested by Patient:

- Private Room differential (if not medically necessary)
- Beauty and Barber services
- Telephone or Television
- Private duty nurses and sitters
- Payment to hold bed when Patient hospitalized
- Services determined not to meet Medicare coverage criteria, and the
- Patient has been so notified in writing by the Center



## THIS SECTION MUST BE COMPLETED IF PATIENT HAS A MEDICARE CARD OR NUMBER:

mark (a) for Patient placed in Medicare certified bed.mark (a) & (b) for Patient placed in a bed certified for Medicare and Medicaid andmark (c) for Patient placed in non-Medicare certified bed.

a. ☒ If the Patient has a Medicare card or number, then the Patient acknowledges that an explanation as to the Patient's eligibility for Medicare benefits on this admission has been fully made and understood by Patient. It is the professional judgment of this Center that Patient's care will ☒ will not ☐ be covered by Medicare.

☐ Not technically qualified for Medicare because

☐ Medically not qualified. Letter with non-coverage explanation attached.

b. ☐ Patient placed in bed certified for both Medicare and Medicaid acknowledges that a change to a lower level of care renders Patient subject to assignment to any nursing center certified bed in the Center.

c. ☐ In the event you are placed in a bed not certified for Medicare, Patient acknowledges that Center has explained that services furnished in a non-certified bed are not payable by Medicare.

Placement in non-certified bed is the result of

- ☐ free choice of Patient/family waiving any right to Medicare payment  
☐ medically and technically qualified for Medicare, awaiting availability of first open Medicare certified bed  
☐ not technically qualified for Medicare payment because

☐ medically not qualified. Letter with non-coverage explanation attached

I ☐ do ☐ do not request that a "Medicare demand bill" be submitted to the Medicare intermediary. ☒ n/a (if Medicare is primary)

Patient understands that Patient or someone acting on Patient's behalf may request that the Center file a claim for Medicare benefits. Based upon this claim, Medicare will make a formal determination and advise whether any benefits are payable.

Patient Signature [Signature]

Legal Representative Signature [Signature]

Additional Signature (if applicable) [Signature]

Date 8/26/11

Medicare Utilization Review: The Center continues to monitor the Patient's progress, reporting to the Patient's physician and to the physicians belonging to the Center's Utilization Review Committee. This committee will determine the medical necessity for and the effectiveness of the treatment the Patient receives, determining ongoing Medicare coverage.

This is your notification of the dates these reviews are scheduled and to assure you that there will be an opportunity for your attending physician to participate in the decision. The Utilization Review Committee meets every Tuesday and also every 2nd Thursday.

## b. Private Insurance

The Center accepts assignment of certain private health insurance benefits, and has agreed to accept assignment of the following policy: Mutual of Omaha

Patient hereby assigns the private health insurance benefits here listed and available to Patient to Center.

Signature: Shelia Thomp

(Insured)

Legal Representative: \_\_\_\_\_

Additional Signature (if applicable): \_\_\_\_\_

Patient specifically acknowledges that Center agreement to accept assignment of private health insurance does not relieve the Patient of the responsibility for payment for services rendered. Furthermore, should private insurance claim not be paid within 60 days of submission, the Patient specifically agrees to pay account in full upon request by Center.

## c. Medicaid Coverage

Patient ☐ has ☒ has not applied for Medicaid eligibility.

☐ Patient further guarantees that financial information provided Center is correct, and that Patient assumes full responsibility for taking all steps necessary to establish eligibility for program coverage when/if funds are depleted.

☐ If Patient is eligible for Medicaid, he or she acknowledges that his/her monthly income will be applied toward the cost of care in accordance with Federal and State regulations.

☐ Patient plans to apply for Medicaid and understands that the State will determine the amount of the Patient's income to be paid to the Center. Patient agrees to attach a completed Patient's Financial Planning Tool to this agreement. The Patient acknowledges that failure to meet Medicaid eligibility requirements (both financial and medical) in a timely fashion will render Patient liable for payment in full.

☐ If Patient plans to apply for Medicaid, then the Patient will have an estimated monthly Patient liability amount of \$ \_\_\_\_\_ until the State determines the amount of Patient's income to be paid to the Center.

The state Medicaid plan pays for the following services:

- Room and Board
- Specialized Rehabilitation Services
- Prescription Medications up to State limits
- Over the counter drugs (as outlined in State Plan)
- Basic Personal Laundry Services
- Payment to hold bed up to 10 days when Patient transferred to hospital under State prescribed circumstances.

Services not paid for under the state plan include:

- Private room accommodations

- Beauty and Barber services
- Dry Cleaning
- Telephone and Television
- Private duty nurses and sitters
- Services for Patients not meeting the medical criteria of the state program

d. Veterans Administration Coverage

Where contradictions exist between this Admission Agreement and the VA Contract, a Patient's VA Contract takes precedence until its expiration at which time all terms of this Admission Agreement apply.

E. CLINICAL ISSUES RELATED TO AGING:

The Patient has been advised of the high risks and consequences associated with aging and impaired physical condition, including (but not limited to):

- A high risk of skin breakdown and development of pressure ulcers secondary to significant time confined to bed or inability or unwillingness to eat and/or drink.
- The risk of significant weight loss and dehydration if the Patient's physical condition is currently chronic or hereinafter deteriorates, which may diminish Patient's nutritional and hydration input.
- The enhanced risk of falls and subsequent bruises, cuts or fractures, which then increases the already high risk of pressure ulcers.
- The goal of the Center is to strive for a restraint-free environment, and processes are implemented to pursue this goal. These processes recognize and protect the Patient's rights and ensure that restraints are safe and appropriate if they must be used.
- The above risks, and others, are covered in a booklet entitled "The Circle of Care" available for your reference. We urge the patient and all family members to read this and further acquaint themselves with the risk issues inherent with aging and an impaired physical condition.

Signature: \_\_\_\_\_

Legal Representative: *Shirley Remy*

Additional Signature (if applicable): \_\_\_\_\_

F. PATIENT CONSENTS AND ACKNOWLEDGEMENTS:

1. The patient hereby consents to all routine nursing home care rendered in accordance with physician's orders.
2. The Patient and/or the legal representative are encouraged to participate in the Patient care planning process. Approval of the Patient Care Plan is the preferred manner in which consent for most treatment is obtained. There are certain specific procedures for which an individual consent form will be provided.
3. The Patient consents to pictures taken for identification purposes only.
4. Patient understands and agrees that the designated record set concerning Patient is and will continue to be the property of the Center, provided that Center will not disclose the same to any person or party other than the Patient except as outlined in the Privacy Practices Notice. The designated record set is defined as the medical record in its entirety and the financial record including itemized charges. The following items are specifically excluded

patient care assignment forms, shift to shift report forms, utilization review records, admission waiting list and financial "work papers".

5. The Patient declares that he or she retains capacity and is competent, has never been adjudged or determined to lack capacity or competence, and knows of no petition pending to adjudicate his or her lack of capacity or competence. Alternatively, if the Patient has been or should be deemed to lack capacity or competence, then Patient's Legal Representative declares that he or she has been given authority by the Patient when competent to act on behalf of the Patient, and/or is qualified to act as the Patient's surrogate by reason of special care and concern for the Patient, familiarity with the Patient's personal values, reasonable availability, and willingness to serve.
6. Patient acknowledges that nursing services do not include continuous one-on-one care and that the caregivers in the Center are responsible for multiple patients. The Patient and/or Legal Representative acknowledges that the Patient Rights Booklet contains a Grievance Procedure that provides certain steps that may be taken if the patient is not receiving the degree of care which meets the Patient's and/or Legal Representative's expectations. The Patient and/or Legal Representative further acknowledges they have the right to either pay for additional care through the use of private-duty personnel or to remove the Patient from the Center as provided in section H. 2. of this Agreement.
7. Patient certification and authorization to release information and payment request:
  - a. I certify that the information given by me in applying for payment under Title XVIII of the Social Security Act or my private insurance is correct. I request that payment of authorized benefits be made on my behalf.
  - b. I hereby authorize the Center, its officers and partners, to release to any third party payor (such as an insurance company or governmental agency, i.e., Blue Cross/Blue Shield or Medicare/Medicaid) any medical, mental health/psychiatric, alcohol, drug abuse, and/or HIV (AIDS) treatment information, records, diagnoses, in accordance with the policy of the Center and any applicable State or Federal Statutes, concerning diagnosis and treatment for this admission when requested by such third party payor for its use in connection with determining a claim for payment for treatment and/or diagnosis. I do hereby release the Center from all liability that may arise from the release of the information requested.
  - c. I hereby consent to having the agency processing any eligibility application I have made to release information regarding the status of my application whether pending, denied or approved to the bookkeeper or social services department of this Center.
  - d. I hereby consent to the release by other healthcare providers of all my medical records and medical information to the Center and its representatives, and I further consent to such healthcare providers speaking to the Center and its representatives regarding my medical conditions and treatment.

Patient Signature: \_\_\_\_\_

Legal Representative Signature: Shelia Thompson

Additional Signature (if applicable): \_\_\_\_\_

**G. PATIENT RESPONSIBILITIES:**

1. Promptly pay all charges in accordance with this agreement.
2. Providing such personal clothing and effects as needed or desired by Patient.
3. Providing all "non-medically" necessary transportation, including transport to appointments in physician offices.
4. Paying all costs, expenses, and a reasonable attorney's fee incurred by Center in the collection of any and all sums due and owing by the Patient (including judicial and arbitrator awards), plus a service charge equal to the highest rate permitted by law, not to exceed 1% per month for all accounts over 30 days.
5. It is the responsibility of Patient to give advance notice when Patient is terminating this agreement, except when prevented by Patient's medical condition.
6. Abiding by the Rules and Regulations established from time to time in connection with the operation and maintenance of the Center.

**H. TRANSFER AND DISCHARGE:**

1. Patient agrees and understands that this agreement is applicable and in full force and effect until the discharge of the Patient, regardless of payment source changes. Patient further understands and agrees that Center has not promised or guaranteed to remain in the Medicare or Medicaid programs and that if Patient is covered by either and Center terminates its participation therein, the Patient must either vacate the Center or remain a private paying Patient.
2. In the event the Patient believes that the Center is not meeting Patient needs; and efforts to remedy service concerns are unsuccessful; the Patient agrees to seek relocation either to patient home or other facility.
3. The Center will only initiate the transfer or discharge of a Patient when:
  - a. the welfare of the Patient cannot be met in the Center;
  - b. there has been an improvement in the Patient's health within 30 days of admission to the extent that care in a licensed nursing facility is not medically approved for insurance coverage.
  - c. nonpayment by the Patient or the appropriate third party payor has occurred;
  - d. the Center ceases to operate or discontinues a particular program on which Patient relies for funding;
  - e. safety of the individual is endangered; or
  - f. health or safety of individuals in the Center is threatened or endangered.
4. The Center will give the Patient 30 days written notice before initiating discharge or transfer when and if any of the above criteria (H-3) are met except when the health or safety of individuals is endangered or when the transfer or discharge is required by the Patient's urgent medical need, or when the Patient has not resided in the Center for at least 30 days.
5. The Center will assist the Patient so that relocation is accomplished as smoothly as possible.

**I. RE-ADMISSION ACKNOWLEDGEMENT:**

Patient and Legal Representative agree that all terms, conditions and consents in this agreement shall be valid and binding upon Patient's re-admission to this Center, provided either the re-admission is within 30 days of the transfer or discharge OR as long as payment is made by or on behalf of Patient to hold the bed.

**J. AGREEMENT TERMINATION:**

This agreement can be terminated by Patient upon the giving of notice to the Center and this agreement can be terminated by Center upon the giving of 30 days written notice to Patient, in accordance with the licensure laws of this state and applicable Medicare/Medicaid regulations.

**K. LEGAL COMPLIANCE:**

Center complies with all Federal and State civil rights and non-discrimination laws, rules and regulations. Patients are admitted without regard to sex, age, race, religion, or physical handicap, if any.

**L. ACKNOWLEDGEMENT:**

Patient and other parties signing this agreement have reviewed this **ADMISSION AND FINANCIAL AGREEMENT**, have had opportunity to ask questions of Center personnel about the agreement and understands that admission to this Center constitutes agreement to be bound by said **ADMISSION AND FINANCIAL AGREEMENT**.

**THE CENTER:**

Connifer Zier  
By Administrator/Social Worker

Date 1/26/2011

**THE PATIENT:**

By Patient

Other Persons Signing on Behalf of Patient  
(please specify authority to sign)

Theresa Thompson

ROD 01/27/2011  
Administrator Review  
(initial and date)

# Arbitration Agreement

**AGREEMENT TO ARBITRATE**

*PLEASE READ CAREFULLY AND ASK ANY QUESTIONS*

**I. EXPLANATION**

In order to minimize the time and costs of resolving all disputes, both parties agree, depending on the amount in the dispute, to either:

- a. submit the dispute to this state's small claims court, or
- b. if the amount exceeds the small claims court statutory limits as later defined, then submit to binding arbitration.

Arbitration is a method of resolving disputes without the substantial time and expense of using the judicial system. Since the arbitration procedure is private rather than public, it can help protect privacy and dignity concerning the sensitive issues that sometimes arise. An arbitration hearing takes only months to schedule, while civil litigation may take years to complete. By avoiding the judicial system, many costs are eliminated. There are charges and fees involved in arbitration, but an arbitration hearing will almost always resolve a dispute sooner and at less cost than a trial when the dispute exceeds the jurisdiction of this state's small claims court.

It is important to understand, however, that there is only a limited right to appeal an arbitration award. Unless there is evidence of fraud on the part of the arbitrator or a serious procedural defect, an arbitration award will be final. Of course, the Center also agrees to be bound by the arbitrator's decision.

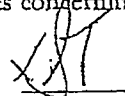
**BY SIGNING THIS AGREEMENT, BOTH PARTIES ARE WAIVING THEIR CONSTITUTIONAL RIGHT TO A JURY TRIAL**

**II. AGREEMENT**

This is an Agreement to arbitrate any dispute that might arise between Wade Thompson ("Patient") and NHC Healthcare Mauldin, LLC ("Center"). In consideration of the benefits of arbitration in the efficient resolution of conflicts and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, and intending to be legally bound, the parties hereby agree as follows:

The Patient/Legal Representative acknowledges that the Patient Rights Booklet contains a Grievance Procedure that provides certain steps that may be taken if the Patient is not receiving the degree of care which meets the Patient's/Legal Representative's expectations.

The parties shall submit to binding arbitration all disputes against each other and their employees, agents, representatives, affiliates, fiduciaries, medical directors, officers, directors, governing bodies, management companies, insurers, attorneys, predecessors, successors, assigns, third party beneficiaries, heirs, executors, administrators, or any of them, and all persons, entities or corporations with whom any of the former have been, are now, or may be affiliated, arising out of or in any way related or connected to the Patient's stay and the care provided at the Center, including but not limited to any disputes concerning alleged personal

  
Initials

\_\_\_\_\_  
Initials



injury to the Patient caused by improper or inadequate care, including allegations of medical malpractice; any disputes concerning whether any statutory or regulatory provisions relating to the Patient were violated; any dispute related to Center's charges to the Patient; and any other dispute under state or federal law based on contract, tort, or statute that exceeds the state's small claims court statutory limits as later defined.

The Federal Arbitration Act shall apply to determine the arbitrability of any dispute and the scope of the arbitration agreement. In rendering a decision on the merits of the dispute, the arbitrator shall apply the substantive law of the state in which the Center is located.

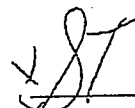
The party initiating arbitration shall serve upon the other party via certified mail a demand for arbitration, which should include a brief description of the claim, the relief sought, and a proposed arbitrator who must be neutral, experienced, and disinterested. This arbitrator shall serve unless the non-initiating party provides written objection via certified mail to the other party within seven (7) days of the notice or demand of intent to arbitrate and suggests an alternate, neutral, experienced, and disinterested arbitrator. The arbitrator proposed by the non-initiating party shall serve as the arbitrator, unless the initiating party provides written objection via certified mail to the non-initiating party's suggestion. If both parties object as provided above, then the proposed arbitrators shall select by agreement a neutral, experienced, and disinterested arbitrator. Should they fail to do so, a neutral, experienced, and disinterested arbitrator will be selected by a judge of the court which serves the county in which the Center is located and which would have subject matter jurisdiction of the dispute.

Any arbitration hearing arising under this Agreement shall be held in the county in which the Center is located. In conducting the hearing and all other proceedings relative to the arbitration of the dispute, the arbitrator shall apply the rules of civil procedure and the rules of evidence of the state where the Center is located, unless otherwise agreed by the parties. The arbitrator shall, however, have the discretion and authority to reasonably limit discovery upon the request of any party.

Each party may be represented by counsel in connection with all arbitration proceedings. The award of costs of the arbitration shall be determined by the arbitrator in accordance with the law of the state where the Center is located.

All claims based in whole or in part on the same incident, transaction, or related course of care or services provided by the Center to the Patient, shall be arbitrated in one proceeding. A claim shall be waived and forever barred if it arose prior to the date upon which notice of arbitration is given to the Center or received by the Patient, and is not presented in the arbitration proceeding. The Agreement to Arbitrate shall survive and not otherwise be revoked by the death or incompetency of Patient.

The judgment rendered by the arbitrator may be entered in any court having jurisdiction thereof.

  
Initials

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Initials

### III. ACKNOWLEDGEMENTS

The Patient declares that he or she retains capacity and is competent, has never been adjudged or determined to lack capacity or competence, and knows of no petition pending to adjudicate his or her lack of capacity or competence. Alternatively, if the Patient has been or should be deemed to lack capacity or competence, then Patient's Legal Representative declares that he or she has been given authority by the Patient when competent to act on behalf of the Patient, and/or is qualified to act as the Patient's surrogate by reason of special care and concern for the Patient, familiarity with the Patient's personal values, reasonable availability, and willingness to serve.

The Patient and/or Legal Representative understands that he/she has the right to consult with an attorney prior to signing this Agreement.

The Patient and/or Legal Representative has reviewed this Agreement and has had opportunity to ask questions of Center personnel about the Agreement.

The Patient and/or Legal Representative understands that this Agreement may be revoked by signing the revocation provision set forth below during normal business hours within ten (10) business days of the admission. If not revoked, this Agreement shall remain in effect for all claims arising out of the Patient's stay at the Center. If the acts or events underlying the dispute are committed prior to any such revocation, then this Agreement shall be binding with respect to such acts or events.

The parties agree that any claim, controversy, dispute or disagreement within the following statutory limits, and as subsequently modified by the appropriate legislative body, shall be resolved through the state's lower court system, without a jury:

|                         |          |                   |         |
|-------------------------|----------|-------------------|---------|
| AL (District)           | \$3,000  | KS (Small Claims) | \$4,000 |
| GA (Magistrate)         | \$15,000 | KY (Small Claims) | \$1,500 |
| MO (Associates Circuit) | \$25,000 | NH (District)     | \$5,000 |
| TN (General Sessions)   | \$25,000 | VA (Small Claims) | \$5,000 |
|                         |          | SC (Magistrate)   | \$7,500 |

If a party overlooks the obligation to arbitrate any dispute and participates in litigating the matter in the court system, such party will not be deemed to have waived the right to compel arbitration assuming the motion to compel arbitration is served before the first day of trial.

The parties agree that the arbitration process and the arbitration award shall remain confidential.

In the event that any portion of the Agreement is determined to be invalid or unenforceable, the remainder of this Agreement will continue to be binding upon the parties hereto in the same manner as if the invalid or unenforceable provision were not a part of the Agreement.

Patient and Legal Representative agree that all terms, conditions and consents in this Agreement shall be valid and binding upon Patient's re-admission to this Center, provided either the re-admission is within 30 days of the transfer or discharge OR as long as payment is made by or on behalf of Patient to hold the bed.

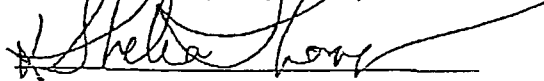


THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT TO ARBITRATE AND UNDERSTAND THAT BY SIGNING THIS AGREEMENT, THEY HAVE WAIVED THE RIGHT TO A TRIAL BEFORE A JURY, AND THAT THEY VOLUNTARILY CONSENT TO ALL OF THE TERMS OF THIS AGREEMENT.

## THE PATIENT:

By Patient

Date:

Other Persons Signing on Behalf of Patient  
(please specify authority to sign)

Date:

1/26/2011

## THE CENTER:

By Administrator/Social Worker

Date:

1/26/2011

## IV. REVOCATION OF ARBITRATION PROVISION

By signing the original Agreement on file at the Center, I/we (all who signed above must sign below within ten (10) business days of the admission to effectuate the revocation) hereby revoke the agreement to arbitrate set forth above.

PATIENT'S SIGNATURE

Date

LEGAL REPRESENTATIVE'S SIGNATURE

Date

ADDITIONAL SIGNATURE (IF APPLICABLE)

Date

ADMINISTRATOR'S SIGNATURE

Date

 01/27/2011  
Administrator Review  
(initial and date)

STATE OF SOUTH CAROLINA )

COUNTY OF ANDERSON )

NHC HealthCare/Mauldin, LLC, )

Plaintiff, )

-vs- )

Wade Thompson and Shelia Thompson, )

Defendants. )

IN THE COURT OF COMMON PLEAS

TENTH JUDICIAL CIRCUIT

ANSWER

Case No. 2014-CP-04-00373



COMMON PLEAS AND  
GENERAL SESSIONS

2015 JUN -1 PM 1:21

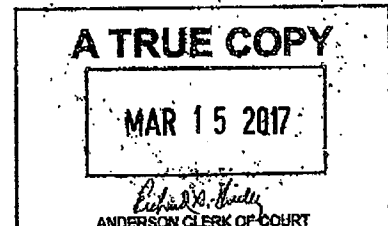
FILED CLERK'S OFFICE  
ANDERSON SC

NOW COMES WADE THOMPSON (hereinafter 'Defendant') to answer the complaint filed by NHC HEALTHCARE/MAULDIN, LLC (hereinafter 'Plaintiff'). Defendant respectfully answers as follows:

**FOR A FIRST DEFENSE**

1. Each and every allegation against Defendant not specifically admitted, modified, explained or qualified herein is expressly denied and strict proof thereof is hereby demanded.
2. Answering paragraph 1, Defendant is without sufficient knowledge to truthfully admit or deny the averment contained therein.
3. Answering paragraph 2, Defendant admits that he is a resident of Anderson County, South Carolina. Defendant is without sufficient knowledge to truthfully admit or deny the remaining averments contained in paragraph 2.
4. Answering paragraph 3, Defendant admits that he was admitted into Plaintiff's nursing facility on or about January 26, 2011. Defendant denies the remaining averments contained in paragraph 3 and demands strict proof thereof.
5. Answering paragraph 4, Defendant denies the averments contained in paragraph 3 and demands strict proof thereof.

Defendant Wade Thompson Answer



6. Answering paragraph 5, Defendant restates and reincorporates by reference of previous responses as if fully repeated herein.
7. Answering paragraph 6, Defendant denies the averments contained in paragraph 6 and demands strict proof thereof.
8. Answering paragraph 7, Defendant denies the averments contained in paragraph 7 and demands strict proof thereof.
9. Answering paragraph 8, Defendant would state that these averments appear to state only requests for relief and require no answer of Defendant; to the extent an answer is required, Defendant denies those averments and demands strict proof thereof.

**FOR A SECOND DEFENSE**

10. Defendant restates and incorporates by reference the contents of paragraphs 1 through 9 above, as fully as if repeated herein.
11. Based on information and belief, the Financial Liability Protection provisions of the Social Security Act requires Plaintiff to issue an Advance Beneficiary Notice of Noncoverage (ABN) to Defendant at various time during a course of treatment.
12. Based on information and belief, Plaintiff was required to issue an ABN to Defendant at the initiation of a plan of care or beginning of treatment if Plaintiff believed that certain services will not be covered by Medicare.
13. Based on information and belief, Plaintiff was required to issue an ABN to Defendant when there is a reduction in a component of care that would not be covered by Medicare.
14. Based on information and belief, Plaintiff was required to issue an ABN to Defendant when there is a discontinuation of services covered by Medicare and Defendant seeks further service.
15. Based on information and belief, Plaintiff knew or should have known that Medicare would not cover services provided to Defendant.

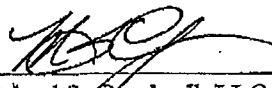
16. Based on information and belief, Plaintiff knew or should have known that it was required to issue an ABN to Defendant at all times when services would not be covered by Medicare.

17. Based on information and belief, at no time during Plaintiff's care of Defendant did Plaintiff ever issue an ABN to Defendant or Defendant's representative informing him that the services provided by Plaintiff were not covered by Medicare.

18. Alternatively, based on information and belief, at no time during Plaintiff's care of Defendant was Defendant ever considered a capable recipient of an ABN in that knowledge of non-coverage was not conveyed to Defendant according to Centers of Medicare Services' instructions.

19. Because Defendant did not receive proper notice that services provided by Plaintiff were not covered by Medicare through the ABN pursuant to the requirements of the Social Security Act, Plaintiff is prohibited from seeking reimbursement for all financial liability for services provided to Defendant.

Respectfully submitted this 29<sup>th</sup> day of May, 2015

  
\_\_\_\_\_  
Michael S. Gambrell, LLC  
Michael S. Gambrell, SC Bar # 70044  
104 South Calhoun Street  
Greenville, South Carolina 29601  
(t) 864.640.4270  
(f) 864.990.2612  
[michael@michaelgambrell-law.com](mailto:michael@michaelgambrell-law.com)

Attorney for Defendant Wade Thompson

STATE OF SOUTH CAROLINA )  
COUNTY OF ANDERSON )  
NHC HealthCare/Mauldin, LLC, )  
PLAINTIFF, )  
vs. )  
Wade Thompson and Sheila Thompson, )  
Defendants. )

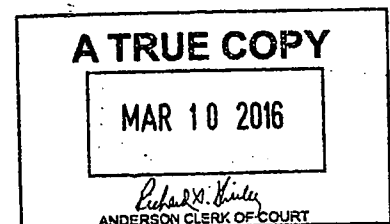
IN THE COURT OF COMMON PLEAS  
TENTH JUDICIAL CIRCUIT  
C.A. NO.: 2014-CP-04-00373

**ANSWER TO AMENDED  
COMPLAINT AND COUNTERCLAIMS**

Responding to the Amended Complaint of the Plaintiff, Defendant Sheila Thompson would respectfully show unto the Court:

**FOR A FIRST DEFENSE**

1. Each and every allegation of the Amended Complaint which is neither admitted, modified, explained or qualified is hereby denied, and strict proof is demanded thereof.
2. As to the allegations contained in Paragraph I, Defendant admits, upon information and belief, that NHC HealthCare/Mauldin (Plaintiff) is a limited liability company authorized to do business in South Carolina and at all times hereinafter mentioned operated through its agents, servants, and/or employees.
3. Defendant admits to the allegations contained in Paragraph II.
4. Defendant denies the allegations contained in Paragraph III and demands strict proof thereof.
5. As to the allegations contained in Paragraph IV of the Amended Complaint, Defendant admits that Wade Thompson was a resident of Plaintiff's facility through March 10, 2011. The remaining allegations of Paragraph IV are denied upon information and belief and strict proof demanded thereof.



6. As to the allegations contained in Paragraphs V, VI, VIII, IX, XIII, XIV, and XV of the Amended Complaint, Defendant denies same upon information and belief and demands strict proof thereof. Further answering, Defendant answers that the documents speak for themselves, and it is for the Court to determine if they were properly explained and/or executed and the legal consequences thereof.
7. As to the allegations contained in Paragraph VII of the Amended Complaint, Defendant admits that Wade Thompson received certain goods and services. The remaining allegations of Paragraph VII are denied and strict proof demanded thereof.
8. As to the allegations contained in Paragraph X, XI, and XII of the Amended Complaint, this Defendant admits that she signed certain admission documents. As to the remaining allegations of those paragraphs, this Defendant asserts that the documents speak for themselves and it is for the court to determine if they were properly explained and/or executed and the legal consequences thereof.

#### **STATEMENT OF FACTS**

9. On or about January 26, 2011, Defendant Sheila Thompson served as Defendant Wade Thompson's legal representative when he entered Plaintiff's facility and signed certain documents that indicated she was his legal representative. He was moved there directly from the hospital for the purpose of physical therapy to enable him to return home.
10. On January 26, 2011, Plaintiff requested verification of Medicare coverage for Defendant Wade Thompson.
11. Defendant Sheila Thompson was told that Plaintiff checked Medicare coverage for Defendant Wade Thompson prior to his admittance and noted on the admission documents



that he was covered indicating thereon: "It is the professional judgment of this Center that the patient's care will be covered by Medicare."

12. The admission documents further promised that the Center would provide 30 days notice if the payment structure was going to change.
13. Defendant Sheila Thompson paid the \$630.00 balance claimed due at that time for a 30 days copay and an additional amount for a private room.
14. On January 27, 2011, Plaintiff received a reply to the request for verification of coverage. The coverage was denied.
15. Plaintiff did not notify either of the Defendants of the denial of coverage and thus the charges being accrued at its facility.
16. On March 7, 2011, Plaintiff again requested verification of Medicare coverage for Defendant Wade Thompson and received a reply from Medicare denying coverage.
17. Again, Plaintiff failed to notify Defendant Sheila Thompson and Defendant Wade Thompson of the denial of coverage.
18. Further, Plaintiff failed to provide 30 days notice of the change in payment structure as promised in the admission documents.
19. Plaintiff simply notified Sheila Thompson that her father's physical therapy was completed and she was to pick him up immediately as he was being discharged from the facility.
20. After Defendant Wade Thompson was discharged on or about March 11, 2011, Plaintiff provided no further information and did not at that time indicate that Medicare coverage had been denied or that any balance was owed.

**FOR A SECOND DEFENSE**

21. Each and every allegation contained in the foregoing paragraphs is repeated as if fully realleged herein to the extent consistent with this defense. Defendant reserves all rights under her claims and defenses set forth above.

22. The Complaint against Defendant Sheila Thompson should be dismissed for reasons set forth in the Motion to Dismiss originally filed on July 10, 2014 and reasserted simultaneously herewith.

**FOR A THIRD DEFENSE**

23. Each and every allegation contained in the foregoing paragraphs is repeated as if fully realleged herein to the extent consistent with this defense. Defendant reserves all rights under her claims and defenses set forth above.

24. Plaintiff's Complaint fails to state a claim upon which relief can be granted.

**FOR A FOURTH DEFENSE**

25. Each and every allegation contained in the foregoing paragraphs is repeated as if fully realleged herein to the extent consistent with this defense. Defendant reserves all rights under her claims and defenses set forth above.

26. The Complaint seeks payment of the alleged debt of Defendant Wade Thompson from this Defendant without any basis in law or fact.

**FOR A FIFTH DEFENSE**

27. Each and every allegation contained in the foregoing paragraphs is repeated as if fully realleged herein to the extent consistent with this defense. Defendant reserves all rights under her claims and defenses set forth above.

28. Defendant Sheila Thompson affirmatively asserts that she has suffered damage by reason of Plaintiff's conduct; that she has the right of offset if any amount of money is found to be owed Plaintiff or due Plaintiff by way of damage.

**FOR A SIXTH DEFENSE**  
***(In Pari Delicto)***

29. Each and every allegation contained in the foregoing paragraphs is repeated as if fully realleged herein to the extent consistent with this defense. Defendant reserves all rights under her claims and defenses set forth above.

30. Plaintiff's claims are barred, in whole or in part, by the doctrine of *in pari delicto*, which provides that a plaintiff who has participated in wrongdoing may not recover damages resulting from the wrongdoing.

**FOR A SEVENTH DEFENSE AND BY WAY OF COUNTERCLAIM**  
***(Negligence Per Se)***

31. Each and every allegation contained in the foregoing paragraphs is repeated as if fully realleged herein to the extent consistent with this defense. Defendant reserves all rights under her claims and defenses set forth above.

32. Plaintiff had a duty of care to:

- a. review Defendant Wade Thompson's medical records,
- b. assess his medical condition both mental and physical,
- c. provide 30 days notice if the payment structure was going to change, and
- d. follow the requirements of a provider pursuant to the Medicare regulations, including but not limited to the communication of coverage.

33. Plaintiff breached its duty of care by failing to review Defendant Wade Thompson's medical records, assess his medical condition both mental and physical, and follow the

requirements of a provider pursuant to the Medicare regulations including but not limited to the communication of coverage.

34. The failures of Plaintiff include but are not limited to that Plaintiff failed to follow the regulations of the Medicare Claims Processing Manual, Chapter 30 – Financial Liability Protections in the following particulars:

a. Plaintiff failed to notify Defendant Sheila Thompson as authorized legal representative of Defendant Wade Thompson that the Medicare coverage was denied. The relevant sections include but are not limited to the following:

- i. “Delivered by a suitable notifier to a capable recipient” (50.7.1.A)
- ii. “Notifiers are required to give an ABN (Advance Beneficiary Notice) to a fee for service (“FFS”) Medicare beneficiary or his/her representative before providing him/her with a Medicare covered item, or service that may not be covered in this particular instance or before providing custodial care.” (50.4.2)
- iii. “ABN delivery is considered to be effective when:”
  1. “delivered to the beneficiary in person if possible” (50.7.1.A.3)
  2. “provided far enough in advance of delivering potentially noncovered items or services to allow sufficient time for beneficiary to consider all available options” (50.7.1.A.4)
  3. “Explained in its entirety, and all of the beneficiary’s related questions are answered timely, accurately, and completely to the best of the notifier’s ability” (50.7.1.A.5)
  4. “Signed by the beneficiary or his/her representative.” (50.7.1.A.6)
  5. “Failure to use correct notice may lead to the notifier being found liable since the burden of proof is on the notifier to show knowledge was conveyed to the beneficiary according to CMS instructions.” (50.7.1.A)
  6. “A minimum of two copies, including the original, must be made so the beneficiary and notifier each have one. The notifier should retain the original whenever possible.” (50.6.2.A)

- iv. "Cite the particular items or services for which payment will be or likely to be denied." (40.3.1.2)
- b. If the Plaintiff provided the notice of non-coverage, which is denied, the notice should have been delivered to Defendant Sheila Thompson as Defendant Wade Thompson's authorized legal representative per the following section:
  - i. "An individual who may make health care and financial decisions on a beneficiary's behalf...is an authorized representative...the Advance Beneficiary Notice ("ABN") must be issued to the existing representative." (50.4.3)
- c. If proper notice was given electronically to Defendant Sheila Thompson, which is denied, the following apply:
  - i. "If a provider elects to issue an ABN that is viewed on an electronic screen before signing, the beneficiary must be given the option of requesting paper issuance over electronic if that is what he/she prefers. Also, regardless of whether a paper or electronic version is issued and regardless of whether the signature is digitally captured or manually penned, the beneficiary must be given a paper copy of the signed ABN to keep for his/her own records." (50.7.1.D)
  - ii. "ABNs should be delivered in-person and prior to the delivery of medical care which is presumed to be non-covered. In circumstances when in person delivery is not possible, notifiers may deliver an ABN through one of the following means: Direct telephone contact; mail; secure fax machine; or internet email....The notifier must receive a response from the beneficiary or his/her representative in order to validate delivery...When delivery is not in person, the notifier must verify that contact was made in his/her records....Telephone contacts must be followed immediately by either a hand delivered, mailed, emailed, or faxed notice. The beneficiary or representative must sign and retain the notice and send a copy of this signed notice to the notifier for retention in the patient's record." (50.7.2)
- d. Plaintiff failed to notify Defendant Sheila Thompson and Defendant Wade Thompson that the Medicare coverage was denied prior to discharging him.
  - i. In the case of reduction of care, "the ABN must be issued prior to the delivery of this non-covered care." (50.5.B)

ii. In the case of termination of care, "the ABN is only issued at termination if the beneficiary wants to continue receiving care that is no longer medically reasonable and necessary." (50.5.C)

e. Plaintiff knew or should have known that Medicare denied Defendant Wade Thompson's coverage because it received two separate notices of denial of coverage from Medicare and did not communicate the denials to Defendant Sheila Thompson or Defendant Wade Thompson.

i. "A notifier who gave defective notice may not claim that s/he did not know or could not reasonably have been expected to know that Medicare would not make payment as the issuance of the notice (albeit defective) is clear and evidence of knowledge." (50.2.2)

35. The Plaintiff, as the notifier, had the duty of care to apply for the Medicare coverage on behalf of Defendant Wade Thompson. This cannot be done by the patient or the patient's representative. Therefore, all of the coinciding duties of notice are owed to Defendants by Plaintiff.

36. Furthermore, if Plaintiff had reviewed Defendant Wade Thompson's medical records as it is required to, they would have known or should have known that Defendant Wade Thompson was not a capable recipient as defined in section 40.3.4.3 of the Medicare Claims Processing Manual, Chapter 30 – Financial Liability Protections set forth below:

f. "A comatose person, a confused person (e.g someone who is experiencing confusion due to senility, dementia, Alzheimer's disease)...is not able to understand and act on his/her rights, therefore necessitating the presence of an authorized representative for purposes of notice...If the beneficiary was not capable of receiving the notice, the contractor will hold that the beneficiary did not receive proper notice, hold that the beneficiary is not liable and will hold the notifier liable."

37. If Plaintiff delivered notice of non-coverage to the Defendant Wade Thompson without his legal representative, Defendant Sheila Thompson, present, such notice was not properly given.
38. As a direct and proximate result of the actions and negligence of Plaintiff described herein, Defendant Sheila Thompson suffered actual damages as described herein.
39. The conduct of Plaintiff was sufficiently malicious, willful, wanton, reckless, grossly negligent, and/or outrageous to entitle Defendant Sheila Thompson to punitive damages.
40. Defendant Sheila Thompson is informed and believes that she is entitled to judgment against Plaintiff for actual and punitive damages in an amount to be determined by a jury or other finder of fact.

**FOR AN EIGHTH DEFENSE AND BY WAY OF COUNTERCLAIM**  
(Negligence)

41. Each and every allegation contained in the foregoing paragraphs is repeated as if fully realleged herein to the extent consistent with this defense. Defendant reserves all rights under her claims and defenses set forth above.
42. If Plaintiff provided notice to Defendant Wade Thompson, which is denied, that notice would be null and void as Plaintiff knew or should have known that he was an incapable recipient of such notice.
43. If Plaintiff provided notice to Defendant Sheila Thompson, which is denied, Plaintiff owed a duty of care to follow the Medicare Advance Beneficiary Notice delivery regulations and provide Defendant Sheila Thompson with necessary documentation for her records. Plaintiff failed to do so.
44. As a direct and proximate result of the actions and negligence of Plaintiff described herein, Defendant Sheila Thompson suffered actual damages as described herein.

45. The conduct of Plaintiff was sufficiently malicious, willful, wanton, reckless, grossly negligent, and/or outrageous to entitle Defendant Sheila Thompson to punitive damages.
46. Defendant Sheila Thompson is informed and believes that she is entitled to judgment against Plaintiff for actual and punitive damages in an amount to be determined by a jury or other finder of fact.

**FOR A NINTH DEFENSE AND BY WAY OF COUNTERCLAIM**  
**(Fraud by Misrepresentation)**

47. Each and every allegation contained in the foregoing paragraphs is repeated as if fully realleged herein to the extent consistent with this defense. Defendant reserves all rights under her claims and defenses set forth above.
48. Plaintiff represented to Defendant Sheila Thompson at the time her father was discharged that he was being discharged because he had reached his "full potential" as a result of the care given by Plaintiff to Defendant Wade Thompson.
49. This representation was false because Defendant Wade Thompson had not in fact reached his "full potential" and the true reason was Plaintiff had discovered the custodial care was not covered by Medicare.
50. Plaintiff knew, or should have known at the time of discharge that Wade Thompson had not reached his "full potential" and Plaintiff's statement of the reason for his discharge was false. Upon information and belief, the real reason Defendant Wade Thompson was discharged was because the Medicare coverage had been denied twice.
51. Plaintiff's misrepresentations were material because Defendant Wade Thompson had not reached his "full potential" recovery evident from his inability to fully function; i.e. walk to the car on his own.



52. Defendant Sheila Thompson was ignorant of the falsity of Plaintiff's representations because she did not have the medical expertise whereas Plaintiff did. In addition, she had not been notified of the denial of coverage of which Plaintiff was notified.
53. Defendant Sheila Thompson relied upon the truth of Plaintiff's representations because she picked up Defendant Wade Thompson from Plaintiff's facility and took him home when Plaintiff demanded he do so.
54. Defendant Sheila Thompson had the right to rely on the truth of Plaintiff's representations because the Medicare process provides coverage until the patient meets the maximum potential recovery and the Plaintiff as medical professionals had the means of knowledge regarding the medical status of Wade Thompson.
55. As a direct and proximate result of Plaintiff's misrepresentation, Defendant Sheila Thompson was damaged because Plaintiff pursued arbitration against her, Plaintiff attempted to charge her with the stay and care of Defendant Wade Thompson, and Plaintiff caused her emotional distress.
56. As a direct and proximate result of the actions and fraudulent misrepresentations of Plaintiff described herein, Defendant Sheila Thompson suffered actual damages as described herein.
57. The conduct of Plaintiff was sufficiently malicious, willful, wanton, reckless, grossly negligent, and/or outrageous to entitle Defendant Sheila Thompson to punitive damages.
58. Defendant Sheila Thompson is informed and believes that she is entitled to judgment against Plaintiff for actual and punitive damages in an amount to be determined by a jury or other finder of fact.

**FOR A TENTH DEFENSE AND BY WAY OF COUNTERCLAIM**  
**(Fraud by Omission)**

59. Each and every allegation contained in the foregoing paragraphs is repeated as if fully realleged herein to the extent consistent with this defense. Defendant reserves all rights under her claims and defenses set forth above.
60. Plaintiff committed fraud by omission by failing to disclose a material fact to Defendant Sheila Thompson, i.e., that the stay of Defendant Wade Thompson was not covered by Medicare.
61. Plaintiff knew the representations and omissions were either false or made such representations and omissions with a reckless regard of their truth or falsity because Plaintiff received two notices of non-coverage from Medicare.
62. Defendant Sheila Thompson was ignorant of the falsity of Plaintiff's representations and omissions because she did not receive the notice of non-coverage as required.
63. Defendant Sheila Thompson relied upon the truth of Plaintiff's representations and omissions because she picked up Defendant Wade Thompson upon notification of his discharge.
64. Defendant Sheila Thompson had a right to rely on the truth of Plaintiff's representations and omissions because Plaintiff was the notifier pursuant to the Medicare regulations and she was his authorized legal representative.
65. As a direct and proximate result, Defendant Sheila Thompson was damaged because Plaintiff pursued arbitration against her, charged her for Defendant Wade Thompson's care, and caused her emotional distress.
66. As a direct and proximate result of the actions and fraudulent omissions of Plaintiff described herein, Defendant Sheila Thompson suffered actual damages as described herein.

67. The conduct of Plaintiff was sufficiently malicious, willful, wanton, reckless, grossly negligent, and/or outrageous to entitle Defendant Sheila Thompson to punitive damages.
68. Defendant Sheila Thompson is informed and believes that she is entitled to judgment against Plaintiff for actual and punitive damages in an amount to be determined by a jury or other finder of fact.

**FOR AN ELEVENTH DEFENSE AND BY WAY OF COUNTERCLAIM**  
**(Negligent Misrepresentation)**

69. Each and every allegation contained in the foregoing paragraphs is repeated as if fully realleged herein to the extent consistent with this defense. Defendant reserves all rights under her claims and defenses set forth above.
70. Plaintiff made a false representation to Defendant Sheila Thompson when it told her Defendant Wade Thompson was ready to be discharged because he had "reached his potential" as a result of the physical therapy provided by the Plaintiff.
71. Plaintiff knew or should have known that the statement was false, as Defendant Wade Thompson was unable to walk to the car on the day of his forced discharge.
72. A duty of care was owed by Plaintiff to see that the truthful reason for discharge, i.e. lack of coverage for care in the facility, was communicated to Defendant Sheila Thompson.
73. Plaintiff breached the duty by failing to exercise due care, i.e. by telling Sheila Thompson the true reason for discharge.
74. Defendant Sheila Thompson justifiably relied on the representation that her father had truly reached his full potential recovery and that is why he was being discharged from Plaintiff's facility. Her reliance is demonstrated by the fact that she picked him up as Plaintiff demanded.

75. Defendant Sheila Thompson suffered a pecuniary loss as a direct and proximate result of the reliance on the representation.
76. As a direct and proximate result of the actions and negligence of Plaintiff described herein, Defendant Sheila Thompson suffered actual damages as described herein.
77. The conduct of Plaintiff was sufficiently malicious, willful, wanton, reckless, grossly negligent, and/or outrageous to entitle Defendant Sheila Thompson to punitive damages.
78. Defendant Sheila Thompson is informed and believes that she is entitled to judgment against Plaintiff for actual and punitive damages in an amount to be determined by a jury or other finder of fact.

**FOR A TWELFTH DEFENSE AND BY WAY OF COUNTERCLAIM**  
**(Promissory Estoppel)**

79. Each and every allegation contained in the foregoing paragraphs is repeated as if fully realleged herein to the extent consistent with this defense. Defendant reserves all rights under her claims and defenses set forth above.
80. Plaintiff made an unambiguous promise to Defendant Sheila Thompson that Medicare coverage was available for Defendant Wade Thompson.
81. After receiving subsequent notice of non-coverage twice, Plaintiff did not then inform Defendant Sheila Thompson of the non-coverage, though it was required to do so. See set forth above. (50.4.2)
82. Defendant Sheila Thompson reasonably relied on Plaintiff's promise of Medicare coverage for her father's care. This was reasonable because Plaintiff admitted Wade Thompson, indicated its professional judgment was that his stay and treatment was covered by Medicare and continued to provide services and custodial care for

approximately six weeks without billing the Defendants or notifying them that the Medicare coverage was denied.

83. As a direct and proximate result of the actions of Plaintiff described herein, Defendant Sheila Thompson suffered actual damages as described herein.

84. The conduct of Plaintiff was sufficiently malicious, willful, wanton, reckless, grossly negligent, and/or outrageous to entitle Defendant Sheila Thompson to punitive damages.

85. Defendant Sheila Thompson is informed and believes that she is entitled to judgment against Plaintiff in an amount to be determined for actual and punitive damages in an amount to be determined by a jury or other finder of fact.

**FOR A THIRTEENTH DEFENSE AND BY WAY OF COUNTERCLAIM**  
**(Abuse of Process)**

86. Each and every allegation contained in the foregoing paragraphs is repeated as if fully realleged herein to the extent consistent with this defense. Defendant reserves all rights under her claims and defenses set forth above.

87. Plaintiff pursued arbitration and filed the lawsuit against Defendant Sheila Thompson knowing that the contract does not impose liability on her.

88. Plaintiff made no allegations that Defendant Sheila Thompson was uncooperative in either the arbitration proceeding or this action.

89. Plaintiff's ulterior purpose of the lawsuit is to collect a debt from Defendant Sheila Thompson for which she is not legally responsible.

90. Knowing the arbitration award clearly made no finding as to Defendant Sheila Thompson, Plaintiff willfully filed a lawsuit against her to "confirm" the award.

91. As a direct and proximate result of the actions and abuse of process by Plaintiff described herein, Defendant Sheila Thompson suffered actual damages as described herein.

92. The conduct of Plaintiff was sufficiently malicious, willful, wanton, reckless, grossly negligent, and/or outrageous to entitle Defendant Sheila Thompson to punitive damages.

93. Defendant Sheila Thompson is informed and believes that she is entitled to judgment against Plaintiff for actual and punitive damages in an amount to be determined by a jury or other finder of fact.

**FOR A FOURTEENTH DEFENSE AND BY WAY OF COUNTERCLAIM**  
**(Due Process)**

94. Each and every allegation contained in the foregoing paragraphs is repeated as if fully realleged herein to the extent consistent with this defense. Defendant reserves all rights under her claims and defenses set forth above.

95. Plaintiff violated the federal and state due process rights of Defendant Sheila Thompson in the following particulars:

- a. Failed to follow the procedures set forth in the Medicare regulations,
- b. Failed to follow arbitration procedure, and
- c. Filed this lawsuit naming Sheila Thompson as a Defendant, seeking judgment against her without any allegations against her and no basis for judgement against her.

96. Plaintiff is therefore responsible for the charges, according to the Medicare regulations, including but not limited to the following:

- a. "A notifier will likely have financial liability for items or services if s/he knew or should have known that Medicare would not pay and fails to issue an ABN when required, or issues a defective ABN. In these cases, the notifier is precluded from collecting funds from the beneficiary and is required to make prompt refunds if funds were previously collected." (50.7.3B)

97. As a direct and proximate result of the actions and inaction of Plaintiff described herein, Defendant Sheila Thompson suffered actual damages as described herein.

98. The conduct of Plaintiff was sufficiently malicious, willful, wanton, reckless, grossly negligent, and/or outrageous to entitle Defendant Sheila Thompson to punitive damages.
99. Defendant Sheila Thompson is informed and believes that she is entitled to judgment against Plaintiff for actual and punitive damages in an amount to be determined by a jury or other finder of fact.

**FOR A FIFTEENTH DEFENSE AND BY WAY OF COUNTERCLAIM**  
**(S.C. Consumer Protection Code § 37-5-108)**

100. Each and every allegation contained in the foregoing paragraphs is repeated as if fully realleged herein to the extent consistent with this defense. Defendant reserves all rights under her claims and defenses set forth above.
101. Plaintiff violated the S.C. Consumer Protection Code § 37-5-108 by unconscionably attempting to collect the charges from Defendant Sheila Thompson.
102. Plaintiff used misleading representations in attempting to collect the charges from Defendant Sheila Thompson.
103. Plaintiff misrepresented to Defendant Sheila Thompson that Defendant Wade Thompson had reached his full potential recovery as the reason for his discharge and the reason for the charges.
104. Plaintiff knew or should have known that the Medicare coverage was denied, which was upon information and belief, the true reason for Defendant Wade Thompson's discharge.
105. As a direct and proximate result of the actions and inaction of Plaintiff described herein, Defendant Sheila Thompson suffered actual damages as described herein.

106. The conduct of Plaintiff was sufficiently malicious, willful, wanton, reckless, grossly negligent, and/or outrageous to entitle Defendant Sheila Thompson to punitive damages.

107. Defendant Sheila Thompson is informed and believes that she is entitled to judgment against Plaintiff for statutory damages, for actual and punitive damages along with reasonable attorney fees and costs incurred in this action in an amount to be determined by a jury or other finder of fact.

**FOR A SIXTEENTH DEFENSE AND BY WAY OF COUNTERCLAIM**  
**(UTPA Violation)**

108. Each and every allegation contained in the foregoing paragraphs is repeated as if fully realleged herein to the extent consistent with this defense. Defendant reserves all rights under her claims and defenses set forth above.

109. The aforementioned acts and practices of Plaintiff were unfair and deceptive.

110. The aforementioned acts and practices of Plaintiff are against the public interest and these acts and practices are capable of repetition.

111. Plaintiff's actions were willful and wanton in that Plaintiff knew or should have known that its conduct was unfair and deceptive and, therefore, a violation of this State's statutes concerning unfair and deceptive acts and practices.

112. As a result of Plaintiff's violation of the S.C. Unfair Trade Practices Act, Defendant Sheila Thompson has been damaged in that she has suffered anxiety and emotional distress, has been inconvenienced and harassed, and has had to hire an attorney for her father and incur charges for a Guardian ad litem appointed by the Court.

113. As a direct and proximate result of the actions and negligence of Plaintiff described herein, Defendant Sheila Thompson suffered actual damages as described herein.



114. The conduct of Plaintiff was sufficiently malicious, willful, wanton, reckless, grossly negligent, and/or outrageous to entitle Defendant Sheila Thompson to punitive damages.

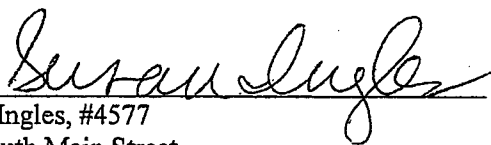
115. Defendant Sheila Thompson is informed and believes that she is entitled to judgment against Plaintiff for statutory damages, for actual and punitive damages along with reasonable attorney fees and costs incurred in this action in an amount to be determined by a jury or other finder of fact.

WHEREFORE, Defendant Sheila Thompson prays for the following:

1. That the Complaint be dismissed with costs and attorney's fees assessed against Plaintiff;
2. For statutory damages as allowed by law;
3. For actual damages;
4. For punitive damages;
5. Set off any amount found due and owing by Defendant Sheila Thompson by reducing it by any amount found due and owing by the Plaintiff;
6. For attorney's fees and costs;
7. For such other legal and equitable relief as this Court may deem appropriate.

SOUTH CAROLINA LEGAL SERVICES

March 4, 2016

By:   
Susan Ingles, #4577  
701 South Main Street  
Greenville, SC 29601  
(864) 679-3244 phone  
(864) 679-3260 fax  
Attorney for Defendant  
Sheila Thompson

STATE OF SOUTH CAROLINA  
COUNTY OF ANDERSON

IN THE COURT OF COMMON PLEAS  
TENTH JUDICIAL CIRCUIT

C. A. NO.: 2014-CP-04-00373

NHC Health Care/Maudlin, LLC  
Plaintiff,

Vs.

CERTIFICATE OF SERVICE BY MAIL

Wade Thompson and Shelia Thompson

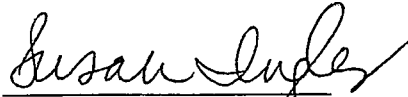
Defendants.

I **HEREBY CERTIFY** that the Defendant's Answer to Amended Complaint and Counterclaims with Summons in the above-referenced matter has been served by delivering the same to the Plaintiff, by U.S. First class mail with the proper postage affixed to on this 4th day of March 2016 at the following address:

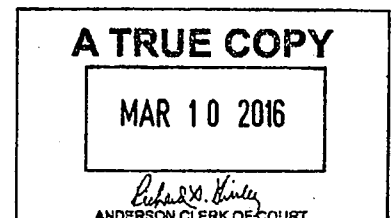
Craig H. Allen  
P.O. Box 10854  
Greenville, SC 29603

S.C. LEGAL SERVICES

Date: 3-4-16  
Greenville, SC

  
Susan Ingles S.C. Bar No. 4577  
Attorney for the Defendant  
Sheila Thompson  
701 South Main Street  
Greenville, SC 29601  
(864)-679-3244 (phone)  
(864)679-3260 (fax)

1 of 1



# MOTION FEE PAID

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

NHC HealthCare/Mauldin, LLC,

Plaintiff,

vs.

Wade Thompson and Shelia Thompson

Defendant.

IN THE COURT OF COMMON PLEAS  
TENTH JUDICIAL CIRCUIT

CASE NO.: 2014-CP-04-00373

## MOTION AND ORDER INFORMATION FORM AND COVERSHEET

**A TRUE COPY**

**MAY 16 2014**

*Richard A. Kelly*  
CLERK OF COURT

Plaintiff's Attorney:

Craig H. Allen, Bar No. 000329

Address:

P.O. Box 10854 Greenville, S C 29603

Phone: 864-239-0444 Fax 864-239-0098

E-mail: Craig@Craigallenlaw.com Other: \_\_\_\_\_

Defendant's Attorney

\_\_\_\_\_, Bar No. \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax \_\_\_\_\_

E-mail: \_\_\_\_\_ Other: \_\_\_\_\_

☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)

☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)

☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

### SECTION I: Hearing Information

Nature of Motion: Confirm Arbitration Award

Estimated Time Needed: 15 min.

Court Reporter Needed: ☐ YES / ☒ NO

### SECTION II: Motion/Order Type

☒ Written motion attached

☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

*[Signature]*  
Signature of Attorney for ☒ Plaintiff / ☐ Defendant

May 16 2014

Date submitted

### SECTION III: Motion Fee

☒ PAID - AMOUNT: \$ \_\_\_\_\_

☐ EXEMPT:

(check reason)

☐ Rule to Show Cause in Child or Spousal Support

☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC)

☐ Proposed order submitted at request of the court; or,  
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter: \_\_\_\_\_

☐ Other: \_\_\_\_\_

### JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other: \_\_\_\_\_

JUDGE CODE \_\_\_\_\_

Date: \_\_\_\_\_

### CLERK'S VERIFICATION

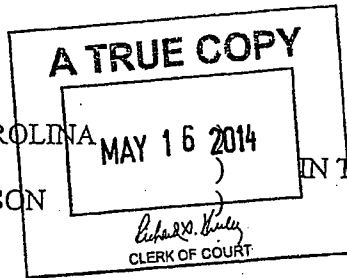
Collected by: RCB Date Filed: 5/16/14

☒ MOTION FEE COLLECTED: \$ 25

☐ CONTESTED - AMOUNT DUE: \$ \_\_\_\_\_

SCCA 233 (11/2003)

MOTION FEE PAID



STATE OF SOUTH CAROLINA  
COUNTY OF ANDERSON

IN THE COURT OF COMMON PLEAS

NHC HealthCare/Mauldin, LLC,

Claimant,

vs.

Wade Thompson and Shelia Thompson,

Defendants.

MOTION FOR CONFIRMATION OF  
ARBITRATION AWARD

2014-CP-04-00373

TO: WADE THOMPSON AND SHELIA THOMPSON, DEFENDANTS:

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, NHC HealthCare/Mauldin, LLC, by and through its undersigned attorney, will move before the presiding judge of the Court of Common Pleas for Greenville County, at the Greenville County Courthouse, Greenville, South Carolina, at 9:00 a.m. on the tenth day after service hereof, or at such other time and place as is convenient to the Court and counsel, for an Order confirming the arbitration award granted to the Plaintiff and against the Defendants in the sum of \$11,197.50, a copy of which award is attached hereto, and to award the Plaintiff its costs and fees incurred in this action, pursuant to the Contract between the parties. This Motion is based on the Uniform Arbitration Act, §15-48-10, *et seq.*, S.C. Code, and such law as is appropriate.

CRAIGH H. ALLEN P.A.

BY:

Attorney for Plaintiff

Craig H. Allen, S.C. Bar #000329

P.O. Box 10854

Greenville, SC 29603

864-239-0444

Greenville, SC

May 16, 2014

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE )

IN THE COURT OF COMMON PLEAS

NHC Healthcare/Mauldin, LLC, )  
 )

Claimant, )  
 )

vs. )

ARBITRATION DECISION

Wade Thompson and Sheila Thompson, )  
 )

Defendants. )

An arbitration was scheduled for March 14, 2014, before James C. Sarratt, arbitrator. This arbitration occurred at the office of James C. Sarratt, 6 Brookside Circle, Greenville, SC.

Notice of the arbitration place and time, along with an agreement for binding arbitration, were mailed to both the claimant and to the respondents, Wade Thompson and Sheila Thompson.

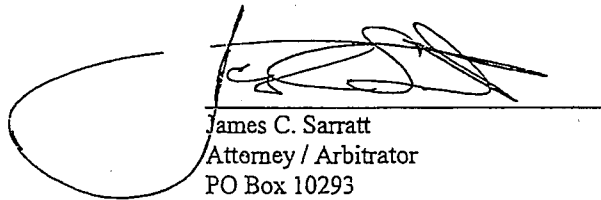
At the scheduled time, the following parties were present: for claimant, Lisa Bollinger, Deborah Dobson and Jennifer Balan. Representing NHC at the arbitration hearing was Craig Allen, attorney. Despite notice, neither respondent was present.

Claimant provided ample evidence that proves that it is due unpaid charges and expenses pursuant to the admission and financial agreement executed by Sheila Thompson, responsible party for the resident Wade Thompson.

Ample evidence of the amount of the charges and interest were presented. All credits and payments were deducted properly from the amount claimed currently due. Based upon the evidence and testimony presented, I find that the claimant, NHC Healthcare/Mauldin, LLC is due the amount of \$11,197.50 from Wade Thompson.

The Arbitration Agreement mailed to claimant and both respondents required payment of Arbitration fees of \$200 per hour. Because neither respondent appeared and none of the required fees have been paid by the respondents, claimant agreed to pay all fees with the respondent's share being added to the amount found due. Total arbitrator fees are \$350. Therefore the amount of \$175 is being added to the amount due from respondent Wade Thompson.

Pursuant to the arbitration agreement signed by Shelia Thompson, responsible party for Wade Thompson, claimant is entitled to enter judgment against Wade Thompson for the amount of \$11,372.50.



James C. Sarratt  
Attorney / Arbitrator  
PO Box 10293  
Greenville, SC 29603

March 14, 2014

**MOTION FEE PAID**

STATE OF SOUTH CAROLINA  
COUNTY OF ANDERSON

IN THE COURT OF COMMON PLEAS  
TENTH JUDICIAL CIRCUIT

C. A. NO.: 2014-CP-04-00373

NHC Health Care/Maudlin, LLC

Plaintiff,

vs.

Wade Thompson and Shelia Thompson

Defendants.

RETURN TO MOTION TO CONFIRM  
ARBITRATION DECISION  
MOTION TO DISMISS, VACATE  
AND APPLICATION FOR  
APPOINTMENT OF  
GUARDIAN AD LITEM

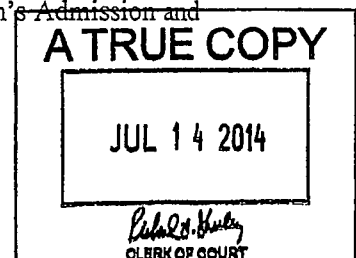
TO: Craig H. Allen, Attorney for Plaintiff

NOTICE IS HEREBY GIVEN that on the tenth day after service hereof or as soon thereafter as counsel may be heard The undersigned counsel will move before the presiding judge of Anderson County Court of Common Pleas for the relief set forth below:

STATEMENT OF FACTS REFLECTED IN PLEADINGS

1. Plaintiff filed the Summons and Complaint against the Defendant(s) on February 28, 2014 in Anderson County, South Carolina.
2. Plaintiff served Defendant Sheila Thompson on June 10, 2014 by personal service; Plaintiff served Defendant Wade Thompson on June 13, 2014 by personal service but without notice or application for the appointment of a Guardian ad Litem for Wade Thompson.
3. Defendant Sheila Thompson resides in the County of Pickens. Her father Defendant Wade Thompson currently resides at Richard Campbell Nursing Home in Anderson County, South Carolina.
4. The Admission and Financial Agreement attached to the Complaint reflects the signature of Defendant Sheila Thompson as the Legal Representative for Defendant Wade Thompson. The said NHC Healthcare Maudlin's Admission and Financial Agreement states:

1 of 3



The Legal Representative who is authorized to accept the Patient's finances will not incur personal financial liability except for breach of duty or contract in properly directing the Patient's resources to pay for the Patient's care.

5. Plaintiff scheduled Arbitration for March 14, 2014 before James C. Sarratt as reflected by the Arbitration Decision. Defendants Sheila Thompson and Wade Thompson had not yet been served with the Summons and Complaint and Motion for Confirmation of Arbitration Award until June 10, 2014 and June 13, 2014 respectively.
6. The Arbitration Decision awards judgment against Defendant Wade Thompson only and not against Defendant Sheila Thompson.

THE COMPLAINT SHOULD BE DISMISSED

1. The Complaint fails to state a claim against Shelia Thompson upon which relief can be granted for the following reasons:
  - a. It claims in general terms that she owes the money without referring to a specific contract;
  - b. The contract it attaches and incorporates makes it clear that her signature as legal representative does not mean that she has personal liability except under certain circumstances and the Complaint does not allege any such circumstances nor does the Arbitration Decision;
  - c. The Arbitration Decision awards judgment against Wade Thompson only;
2. The Complaint alleges causes of action that are mutually exclusive in that one claims a breach of contract and the other claims unjust enrichment. Unjust enrichment cannot exist where there is an express contract, especially where breach of the express contract is claimed.

THE ARBITRATION DECISION SHOULD BE VACATED  
RATHER THAN CONFIRMED

1. The Plaintiff pursued the arbitration of the case prior to serving the Defendants with the Summons and Complaint which forms the basis for the award.
2. The Defendants were not present at the arbitration nor was the Defendant Shelia Thompson served with notice of the date and time of the arbitration hearing.
3. The Defendants were not given an opportunity to choose the arbitrator or challenge the arbitration of the matter.



4. Arbitration should not be allowed in this case because the Contract Documents upon which plaintiff relies do not comply with the requirements of the S.C. Code Section 15-48-10 et seq.

APPLICATION FOR APPOINTMENT OF  
GUARDIAN AD LITEM FOR WADE THOMPSON

1. Defendant Wade Thompson resides in the Richard Campbell VA Nursing Home and has dementia. Defendant is informed and believes that Plaintiff knew or should have known this.
2. The Defendant Shelia Thompson is informed and believes that Wade Thompson is entitled to appointment of a guardian ad Litem to represent his interests in this matter.

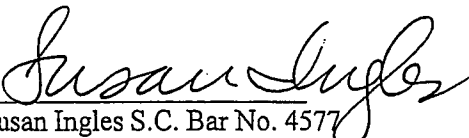
Wherefore, the Defendant requests the following relief:

- A. That the Complaint be dismissed with costs and fees awarded to the Defendant;
- B. That the Motion to Confirm the Arbitration Award be denied and the Arbitration Decision be vacated and Arbitration not be allowed in this case;
- C. That a Guardian ad Litem be appointed for Defendant Wade Thompson;
- D. For such other and further relief as the Court deems just and proper.

Respectfully Submitted,

S.C. LEGAL SERVICES

Date: 7-10-14  
Greenville, SC

  
Susan Ingles S.C. Bar No. 4577  
Attorney for the Defendant  
Sheila Thompson  
701 South Main Street  
Greenville, SC 29601  
(864)-679-3244 (phone)  
(864)679-3260 (fax)

# MOTION FEE PAID

STATE OF SOUTH CAROLINA )

COUNTY OF ANDERSON )

NHC Healthcare/Mauldin, LLC )

Plaintiff, )

vs. )

Wade Thompson and Shelia Thompson )

Defendant. )

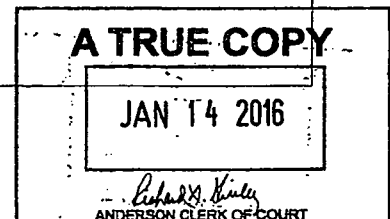
IN THE COURT OF COMMON PLEAS  
TENTH JUDICIAL CIRCUIT

CASE NO.: 2014-CP-04-373

## MOTION AND ORDER INFORMATION FORM AND COVERSHEET

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                           |                                                                         |                                                         |                                                              |                                                 |                                          |                                                                |                                                        |                                                        |                                                 |                                                                                |                                                                            |  |                               |  |                                       |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|---------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------|------------------------------------------|----------------------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------|-------------------------------------------------|--------------------------------------------------------------------------------|----------------------------------------------------------------------------|--|-------------------------------|--|---------------------------------------|--|
| <b>Plaintiff's Attorney:</b><br>Craig H. Allen, Bar No. 000329<br>Address:<br>P.O. Box 10854<br>Phone: 864-239-0444 Fax 864-239-0098<br>E-mail: Craig@Craigallenlaw.com Other: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Defendant's Attorney:</b><br>Susan Ingles, Bar No. 004577<br>Address:<br>701 South Main Street<br>Phone: 864-679-3244 Fax 864-679-3260<br>E-mail: susaningles@sclegal.org Other: _____ |                                                                         |                                                         |                                                              |                                                 |                                          |                                                                |                                                        |                                                        |                                                 |                                                                                |                                                                            |  |                               |  |                                       |  |
| <input checked="" type="checkbox"/> <b>MOTION HEARING REQUESTED</b> (attach written motion and complete SECTIONS I and III)<br><input type="checkbox"/> <b>FORM MOTION, NO HEARING REQUESTED</b> (complete SECTIONS II and III)<br><input type="checkbox"/> <b>PROPOSED ORDER/CONSENT ORDER</b> (complete SECTIONS II and III)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                           |                                                                         |                                                         |                                                              |                                                 |                                          |                                                                |                                                        |                                                        |                                                 |                                                                                |                                                                            |  |                               |  |                                       |  |
| <b>SECTION I: Hearing Information</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                           |                                                                         |                                                         |                                                              |                                                 |                                          |                                                                |                                                        |                                                        |                                                 |                                                                                |                                                                            |  |                               |  |                                       |  |
| Nature of Motion: Rule 12b6 to dismiss, to vacate<br>Estimated Time Needed: 30 minutes Court Reporter Needed: <input checked="" type="checkbox"/> YES / <input type="checkbox"/> NO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                           |                                                                         |                                                         |                                                              |                                                 |                                          |                                                                |                                                        |                                                        |                                                 |                                                                                |                                                                            |  |                               |  |                                       |  |
| <b>SECTION II: Motion/Order Type</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                           |                                                                         |                                                         |                                                              |                                                 |                                          |                                                                |                                                        |                                                        |                                                 |                                                                                |                                                                            |  |                               |  |                                       |  |
| <input checked="" type="checkbox"/> Written motion attached<br><input type="checkbox"/> Form Motion/Order<br>I hereby move for relief or action by the court as set forth in the attached proposed order.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                           |                                                                         |                                                         |                                                              |                                                 |                                          |                                                                |                                                        |                                                        |                                                 |                                                                                |                                                                            |  |                               |  |                                       |  |
| 01-14-2016<br>Date submitted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                           |                                                                         |                                                         |                                                              |                                                 |                                          |                                                                |                                                        |                                                        |                                                 |                                                                                |                                                                            |  |                               |  |                                       |  |
| <b>SECTION III: Motion Fee</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                           |                                                                         |                                                         |                                                              |                                                 |                                          |                                                                |                                                        |                                                        |                                                 |                                                                                |                                                                            |  |                               |  |                                       |  |
| <input checked="" type="checkbox"/> <b>PAID - AMOUNT: \$</b> _____<br><input type="checkbox"/> <b>EXEMPT:</b> (check reason) <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Rule to Show Cause in Child or Spousal Support</td> <td><input type="checkbox"/> State Agency v. Indigent Party</td> </tr> <tr> <td><input type="checkbox"/> Domestic Abuse or Abuse and Neglect</td> <td><input type="checkbox"/> Post-Conviction Relief</td> </tr> <tr> <td><input type="checkbox"/> Indigent Status</td> <td><input type="checkbox"/> Motion for Execution (Rule 69, SCRCP)</td> </tr> <tr> <td><input type="checkbox"/> Sexually Violent Predator Act</td> <td><input type="checkbox"/> Motion for Stay in Bankruptcy</td> </tr> <tr> <td><input type="checkbox"/> Motion for Publication</td> <td><input type="checkbox"/> Proposed order submitted at request of the court; or,</td> </tr> <tr> <td colspan="2">reduced to writing from motion made in open court per judge's instructions</td> </tr> <tr> <td colspan="2">Name of Court Reporter: _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Other: _____</td> </tr> </table> |                                                                                                                                                                                           | <input type="checkbox"/> Rule to Show Cause in Child or Spousal Support | <input type="checkbox"/> State Agency v. Indigent Party | <input type="checkbox"/> Domestic Abuse or Abuse and Neglect | <input type="checkbox"/> Post-Conviction Relief | <input type="checkbox"/> Indigent Status | <input type="checkbox"/> Motion for Execution (Rule 69, SCRCP) | <input type="checkbox"/> Sexually Violent Predator Act | <input type="checkbox"/> Motion for Stay in Bankruptcy | <input type="checkbox"/> Motion for Publication | <input type="checkbox"/> Proposed order submitted at request of the court; or, | reduced to writing from motion made in open court per judge's instructions |  | Name of Court Reporter: _____ |  | <input type="checkbox"/> Other: _____ |  |
| <input type="checkbox"/> Rule to Show Cause in Child or Spousal Support                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <input type="checkbox"/> State Agency v. Indigent Party                                                                                                                                   |                                                                         |                                                         |                                                              |                                                 |                                          |                                                                |                                                        |                                                        |                                                 |                                                                                |                                                                            |  |                               |  |                                       |  |
| <input type="checkbox"/> Domestic Abuse or Abuse and Neglect                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <input type="checkbox"/> Post-Conviction Relief                                                                                                                                           |                                                                         |                                                         |                                                              |                                                 |                                          |                                                                |                                                        |                                                        |                                                 |                                                                                |                                                                            |  |                               |  |                                       |  |
| <input type="checkbox"/> Indigent Status                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/> Motion for Execution (Rule 69, SCRCP)                                                                                                                            |                                                                         |                                                         |                                                              |                                                 |                                          |                                                                |                                                        |                                                        |                                                 |                                                                                |                                                                            |  |                               |  |                                       |  |
| <input type="checkbox"/> Sexually Violent Predator Act                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <input type="checkbox"/> Motion for Stay in Bankruptcy                                                                                                                                    |                                                                         |                                                         |                                                              |                                                 |                                          |                                                                |                                                        |                                                        |                                                 |                                                                                |                                                                            |  |                               |  |                                       |  |
| <input type="checkbox"/> Motion for Publication                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input type="checkbox"/> Proposed order submitted at request of the court; or,                                                                                                            |                                                                         |                                                         |                                                              |                                                 |                                          |                                                                |                                                        |                                                        |                                                 |                                                                                |                                                                            |  |                               |  |                                       |  |
| reduced to writing from motion made in open court per judge's instructions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                           |                                                                         |                                                         |                                                              |                                                 |                                          |                                                                |                                                        |                                                        |                                                 |                                                                                |                                                                            |  |                               |  |                                       |  |
| Name of Court Reporter: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                           |                                                                         |                                                         |                                                              |                                                 |                                          |                                                                |                                                        |                                                        |                                                 |                                                                                |                                                                            |  |                               |  |                                       |  |
| <input type="checkbox"/> Other: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                           |                                                                         |                                                         |                                                              |                                                 |                                          |                                                                |                                                        |                                                        |                                                 |                                                                                |                                                                            |  |                               |  |                                       |  |
| <b>JUDGE'S SECTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                           |                                                                         |                                                         |                                                              |                                                 |                                          |                                                                |                                                        |                                                        |                                                 |                                                                                |                                                                            |  |                               |  |                                       |  |
| <input type="checkbox"/> Motion Fee to be paid upon filing of the attached order.<br><input type="checkbox"/> Other: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | JUDGE CODE _____<br>Date: _____                                                                                                                                                           |                                                                         |                                                         |                                                              |                                                 |                                          |                                                                |                                                        |                                                        |                                                 |                                                                                |                                                                            |  |                               |  |                                       |  |
| <b>CLERK'S VERIFICATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                           |                                                                         |                                                         |                                                              |                                                 |                                          |                                                                |                                                        |                                                        |                                                 |                                                                                |                                                                            |  |                               |  |                                       |  |
| Collected by: <u>TSG</u> Date Filed: <u>1-14-16</u><br><input checked="" type="checkbox"/> <b>MOTION FEE COLLECTED: \$ 25.00</b><br><input type="checkbox"/> <b>CONTESTED - AMOUNT DUE: \$</b> _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                           |                                                                         |                                                         |                                                              |                                                 |                                          |                                                                |                                                        |                                                        |                                                 |                                                                                |                                                                            |  |                               |  |                                       |  |

SCCA 233 (11/2003)



# MOTION FEE PAID

STATE OF SOUTH CAROLINA  
COUNTY OF ANDERSON

IN THE COURT OF COMMON PLEAS  
TENTH JUDICIAL CIRCUIT

C. A. NO.: 2014-CP-04-00373

NHC Health Care/Maudlin, LLC

Plaintiff,

vs.

Wade Thompson and Shelia Thompson

Defendants.

RETURN TO MOTION TO CONFIRM  
ARBITRATION DECISION  
MOTION TO DISMISS, VACATE  
AND APPLICATION FOR  
APPOINTMENT OF  
GUARDIAN AD LITEM

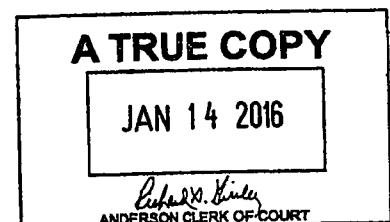
TO: Craig H. Allen, Attorney for Plaintiff

NOTICE IS HEREBY GIVEN that on the tenth day after service hereof or as soon thereafter as counsel may be heard The undersigned counsel will move before the presiding judge of Anderson County Court of Common Pleas for the relief set forth below:

## STATEMENT OF FACTS REFLECTED IN PLEADINGS

1. Plaintiff filed the Summons and Complaint against the Defendant(s) on February 28, 2014 in Anderson County, South Carolina.
2. Plaintiff served Defendant Sheila Thompson on June 10, 2014 by personal service; Plaintiff served Defendant Wade Thompson on June 13, 2014 by personal service but without notice or application for the appointment of a Guardian ad Litem for Wade Thompson.
3. Defendant Sheila Thompson resides in the County of Pickens. Her father Defendant Wade Thompson currently resides at Richard Campbell Nursing Home in Anderson County, South Carolina.
4. The Admission and Financial Agreement attached to the Complaint reflects the signature of Defendant Sheila Thompson as the Legal Representative for Defendant Wade Thompson. The said NHC Healthcare Mauldin's Admission and Financial Agreement states:

1 of 3



**The Legal Representative who is authorized to accept the Patient's finances will not incur personal financial liability except for breach of duty or contract in properly directing the Patient's resources to pay for the Patient's care.**

5. Plaintiff scheduled Arbitration for March 14, 2014 before James C. Sarratt as reflected by the Arbitration Decision. Defendants Sheila Thompson and Wade Thompson had not yet been served with the Summons and Complaint and Motion for Confirmation of Arbitration Award until June 10, 2014 and June 13, 2014 respectively.
6. The Arbitration Decision awards judgment against Defendant Wade Thompson only and not against Defendant Sheila Thompson.
7. By consent of the parties on June 2, 2015 the Plaintiff's Motion to Confirm Arbitration Award and Motion to Dismiss of Defendant Sheila Thompson were dismissed with leave to refile after mediation.
8. Mediation was held but did not resolve the issues. Plaintiff has now moved to amend the complaint to add causes of action against Defendant Sheila Thompson that would be are similarly subject to dismissal if allowed. Therefore, Defendant Sheila Thompson is refiling this Motion to be heard at the same time as the Motion to Amend the Complaint.

**THE COMPLAINT SHOULD BE DISMISSED**

1. The Complaint fails to state a claim against Shelia Thompson upon which relief can be granted for the following reasons:
  - a. It claims in general terms that she owes the money without referring to a specific contract;
  - b. The contract it attaches and incorporates makes it clear that her signature as legal representative does not mean that she has personal liability except under certain circumstances and the Complaint does not allege any such circumstances nor does the Arbitration Decision;
  - c. The Arbitration Decision awards judgment against Wade Thompson only;
2. The Complaint alleges causes of action that are mutually exclusive in that one claims a breach of contract and the other claims unjust enrichment. Unjust enrichment cannot exist where there is an express contract, especially where breach of the express contract is claimed.

3. The amended complaint offered by the Plaintiff with its motion to amend apparently attempts to allege fraud and misrepresentation against this defendant but offers no particular facts to support same. This is an attempt to generate causes of action against this defendant to keep in her in a lawsuit that she should not be a party to.

THE ARBITRATION DECISION SHOULD BE VACATED  
RATHER THAN CONFIRMED

1. The Plaintiff pursued the arbitration of the case prior to serving the Defendants with the Summons and Complaint which forms the basis for the award.
2. The Defendants were not present at the arbitration nor was the Defendant Sheila Thompson served with notice of the date and time of the arbitration hearing.
3. The Defendants were not given an opportunity to choose the arbitrator or challenge the arbitration of the matter.
4. An arbitration is not proper in this case because the Contract Documents upon which plaintiff relies do not comply with the requirements of the S.C. Code Section 15-48-10 et seq.

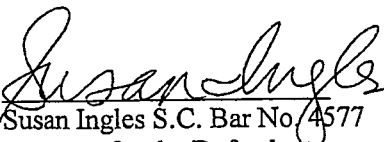
Wherefore, the Defendant requests the following relief:

- A. That the Complaint be dismissed with costs and fees awarded to the Defendant Sheila Thompson;
- B. That the Motion to Confirm the Arbitration Award be denied and the Arbitration Decision be vacated and Arbitration not be allowed in this case;
- C. For such other and further relief as the Court deems just and proper.

Respectfully Submitted,

S.C. LEGAL SERVICES

Date: 1-14-16  
Greenville, SC

  
Susan Ingles S.C. Bar No. 4577  
Attorney for the Defendant  
Sheila Thompson  
701 South Main Street  
Greenville, SC 29601  
(864)-679-3244 (phone)  
(864)679-3260 (fax)

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

---

APPEAL FROM GREENVILLE COUNTY  
Court of Common Pleas

R. Scott Sprouse, Circuit Court Judge

---

Case No. 202014-CP-04-00373

NHC HealthCare/Mauldin,  
LLC,

Respondent,

v.

Wade Thompson and Sheila Thompson  
Of whom Wade Thompson is

Appellant.

---

NOTICE OF APPEAL

Wade Thompson appeals the order of the Honorable R. Scott Sprouse dated October 12, 2016 and entered October 14, 2016. Appellant received written notice of entry of this order on October 17, 2016.

  
\_\_\_\_\_  
Michael S. Gambrell  
Attorney for Appellant  
104 South Calhoun Street  
Greenville, SC 29601

November 14, 2016

Other Counsel of Record:

Craig H. Allen  
Attorney for Respondent  
P.O. Box 10854  
Greenville, SC 29603

Susan Ingles  
Attorney for Sheila Thompson  
701 South Main Street  
Greenville, SC 29601

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM ANDERSON COUNTY  
Court of Common Pleas

R. Scott Sprouse, Circuit Court Judge

Case No. 2014-CP-04-00373

NHC HealthCare/Mauldin, LLC,

Respondent

v.

Wade Thompson and Sheila Thompson  
Of whom Wade Thompson is

Appellant.

PROOF OF SERVICE

I certify that I have served the Notice of Appeal by depositing a copy of it in the United States Mail, postage prepaid, on November 14, 2016, addressed to attorneys of record as follows:

Craig H. Allen  
Attorney for Respondent  
P.O. Box 10854  
Greenville, SC 29603

Susan Ingles  
Attorney for Sheila Thompson  
701 South Main Street  
Greenville, SC 29601

Jay W. Duvall  
Guardian Ad Litem for Wade Thompson  
330 E. Coffee Street  
Greenville, SC 29601

  
Michael S. Gambrell  
104 South Calhoun Street  
Greenville, SC 29601  
864-640-4270

November 14, 2016



# Admission Documents

1. Admission and  
Financial Agreement
2. Arbitration Agreement

FILED-CLERK'S OFFICE  
ANDERSON SC  
2016 SEP 12 AM 10:52  
COMMON PLEAS AND  
GENERAL SESSIONS

CONFIDENTIAL-PROTECTED  
HEALTH INFORMATION

NHC 0072



# Admission and Financial Agreement

CONFIDENTIAL PROTECTED  
HEALTH INFORMATION

NHC 0073

# ADMISSION AND FINANCIAL AGREEMENT

Name of Center NHC HealthCare Maquadin  
 Name of Patient Wade Thompson  
 Private Insurance Policy Name & Number Mutual of Omaha WM4L20038399  
 Social Security Number [REDACTED]  
 Medicare Number [REDACTED] Part A X Part B X Part C      Part D       
 Medicaid Number       
 Name of Legal Representative (if applicable) Shelia Thompson  
 Additional Signature (if applicable)     

## A. PRELIMINARY STATEMENTS:

Patient individually or by and through Patient's Legal Representative (hereafter collectively referred to as Patient) has considered appropriate care settings and is desirous of receiving care at this Center; and

Center is a licensed nursing facility and will provide the services set forth below in accordance with the standards of the industry, none of which cause the Center to become an insurer nor guarantor of the health and safety of the Patient, or for that matter, the insurer or guarantor of the Patient's personal property.

Patient acknowledges that this Center participates in the Medicare and Medicaid Programs as a service to Patients on a voluntary and limited basis, and that the Center may limit or terminate its participation in either program at its discretion upon appropriate notice to all affected parties.

Patient acknowledges that all references to "Center" in this agreement are references not only to Center's trade name, but to its legal entity, which is

NHC HealthCare Maquadin, LLC

Identification of Legal Representative (if applicable):

The legal representative is anyone authorized by the Patient or by law to act on the Patient's behalf. Please check the type and scope of authority for anyone other than the Patient who signs this contract:

### TYPE (check one)

- ☐ Guardianship
- ☐ Limited, Durable POA
- ☐ Unlimited/Durable POA
- ☐ Power of Attorney
- ☐ Health Care Agent
- ☐ Surrogate

### SCOPE (check all that apply)

- ☐ Routine health care
- ☐ Unlimited health care
- ☐ Limited access to income/finance
- ☐ Authorized to accept income and control financial resources of Patient

The Legal Representative, by signing this contract, acknowledges acceptance of the duties and responsibilities of this role.

The Legal Representative who is authorized to accept the Patient's finances will not incur personal financial liability except for breach of duty or contract in properly directing the Patient's resources to pay for the Patient's care.

Attach a copy of all written authorizations to this agreement.

NOW, THEREFORE, in consideration of the prompt payment by the Patient (and the applicable state, federal, or private insurance program) of the charges made to the Patient's account in accordance with the charge structure of the Center, and in further consideration of the mutual covenants and promises herein, the parties agree as follows:

**B. SERVICES PROVIDED:**

1. The Center agrees to offer the following services, including but not limited to: room accommodations, food services, professional nursing services, social services, activities, physical therapy, occupational therapy, speech therapy, beauty and barber services, housekeeping and laundry services, and Patient trust fund services.
2. The Patient is responsible for choosing and retaining an attending physician, who presently is Dr. \_\_\_\_\_. Patient understands that "the attending physician must see the Patient at regular intervals and document orders and progress in the medical chart. Should these requirements not be met, the Patient will be asked to change physicians."
3. The Center retains the right to control the source of supply of any items and contract services used within the Center. Patient acknowledges that Patient has exercised freedom of choice by applying for admission at Center and thereby agrees and contracts with Center to supply said supply items and contract services as requested. The place of purchase for pharmaceutical items is within Patient's freedom of choice subject to this Center's controlled purchasing policy for Patient drugs.
4. The Center makes room and bed assignments in accordance with the Patient's physical and mental condition. Patient acknowledges that bed assignments may be changed in order to provide a proper environment for all Patients. Patient, family/legal representative will be notified of any room or roommate changes.

**C. CENTER CHARGE STRUCTURE:**

1. The charges made to you by this Center are:

**a. Daily Rate for Room and Board:**

Semi-private accommodations from \$191 to \$194  
Private accommodations from \$212 to \$217.

Your room and board rate for accommodations selected: \$ 212 per day.

- b. Personal Laundry Services: \$1.00 per day  
Requested: ☐ Yes ☒ No

### c. Specialized Therapy:

Physical Therapy: \$ 150 per hour.  
Occupational Therapy: \$ 150 per hour.  
Speech Therapy: \$ 150 per hour.

**d. Central Supply and Pharmacy charges are available.**

**D. FINANCIAL AGREEMENTS:**

- ### 1. Notification of Changes in Rates:

In the event it becomes necessary to change this charge structure the Center agrees to give thirty (30) days notice. Advance notice of other changes will be made whenever possible as required by state law.

- 2. Daily Rate Includes:**

The routine daily rate includes room and board, routine nursing services, routine social services, activities, routine restoration services, housekeeping and maintenance.

**CONFIDENTIAL-PROTECTED  
HEALTH INFORMATION**

3. Subject to Additional Charge:

Treatments by licensed therapists, such as physical therapy, speech therapy, occupational therapy, personal laundry service; beauty and barber services; medications ordered by physician; over the counter medications; central supply items ordered and/or used by particular Patient; special equipment; oxygen, IV fluids, braces, splints and laboratory work ordered by the physician, are subject to additional charge by the Center.

4. Services Billed Separate and Apart From Center Charges:

Physician charges and any services furnished to the Patient as physician requested consultation, including but not limited to dental services, podiatry, optometry, audiology or mental health services are billed directly to Patient by provider of service.

Sitters and private duty nurses are allowed at the Center only if said sitter or private duty nurse complies with all applicable Rules and Regulations of the Center. Any sitter or private duty nurse must be approved by the Center and can be removed from the premises by Center without reason at any time. The financial arrangement with such persons is private.

It may be necessary for the Patient to arrange bedside telephone, in room television, and/or in room cable television. The Center maintenance department will provide the specifications of the Center for installation.

Dry cleaning, personal shopping, clothing with proper identification and clothing repair are the responsibility of the Patient.

5. Bed Reservations:

Rooms may be reserved for Patients absent from the Center at the request of the Patient and/or family provided the usual room and board rate is paid to hold the room.

In the event the Patient/family chooses not to reserve a bed by paying the usual rate, there is no assurance an appropriate bed will be available if the Patient wishes to return.

6. Failure to pay:

Failure to pay an account at the Center when due is a breach of this agreement and will allow Center to discharge Patient upon giving a 30 day written notice, during which 30 day period the breach may be cured by payment of the account in full.

7. Payment in Advance:

It is the policy of this Center to collect payment for room and board 30 days in advance.

Patient hereby makes payment in advance of \$ 294.<sup>00</sup>

If Medicare or Medicaid coverage as determined by Center's professional staff is expected or other private insurance benefits are assigned to the Center, Patient must pay in advance only that portion of expected charges specifically not covered by plan(s).

Patient expecting Medicare coverage specifically understands that Medicare coinsurance is the responsibility of the Patient. Payment of coinsurance is required. Payment is not expected until services are rendered.

8. Refunds:

This Center will refund to the Patient or legal representative any payment collected in advance and not needed to cover charges.

The refund will be made as soon as practicable, not to exceed number of days required by state and never more than 60 days following month of discharge and/or settling of account.

Note: Medicare, Medicaid and Private Insurance accounts sometimes take several months to resolve.

Refunds contingent upon insurance payments will be made within 30 days of resolution of claim.

Monies held for a Patient in trust will be paid to Patient's estate within 30 days of death.

#### 9. Insurance Coverage:

When the Center has determined that the Patient is eligible for insurance benefits, including but not limited to Medicare it will submit a claim for payment. Pre-certification of Insurance, if required, is the responsibility of the Patient.

The fact that the Center submits a claim for payment does not relieve the Patient from liability for the cost of care for any days determined by the Program Administrators as non covered, or for the Patient's portion of the liability as determined by the appropriate program administrators.

##### a. Medicare Coverage

Medicare Part A pays for the following services when medically necessary except when another payment source is primary:

- Room and Board
- Specialized rehabilitation services: Physical, Speech, Occupational and Respiratory Therapies
- Medications ordered by physician
- Ancillary Central Supply items including certain special equipment such as air fluidized beds
- Oxygen, IV Fluids, Braces
- Basic Personal Laundry
- Certain Personal Hygiene Items
- Over the counter drugs

Medicare Part B pays 80% of the cost of certain services within program limitations as provided with consent of the Patient:

- Specialized Rehabilitation Services when Part A unavailable up to limits defined by Medicare.
- Physician services and certain physician ordered consultations.
- Prosthetic items when Part A unavailable

Medicare Part A does not pay for the following services which are subject to charge if requested by Patient:

- Private Room differential (if not medically necessary)
- Beauty and Barber services
- Telephone or Television
- Private duty nurses and sitters
- Payment to hold bed when Patient hospitalized
- Services determined not to meet Medicare coverage criteria, and the
- Patient has been so notified in writing by the Center

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THIS SECTION MUST BE COMPLETED IF PATIENT HAS A MEDICARE CARD OR NUMBER:

mark (a) for Patient placed in Medicare certified bed.

mark (a) & (b) for Patient placed in a bed certified for Medicare and Medicaid, and

mark (c) for Patient placed in non-Medicare certified bed.

a. ☒ If the Patient has a Medicare card or number, then the Patient acknowledges that an explanation as to the Patient's eligibility for Medicare benefits on this admission has been fully made and understood by Patient. It is the professional judgment of this Center that Patient's care will ☒ will not ☐ be covered by Medicare.

☐ Not technically qualified for Medicare because

☐ Medically not qualified. Letter with non-coverage explanation attached.

b. ☐ Patient placed in bed certified for both Medicare and Medicaid acknowledges that a change to a lower level of care renders Patient subject to assignment to any nursing center certified bed in the Center.

c. ☐ In the event you are placed in a bed not certified for Medicare, Patient acknowledges that Center has explained that services furnished in a non-certified bed are not payable by Medicare.

Placement in non-certified bed is the result of

- ☐ free choice of Patient/family waiving any right to Medicare payment  
☐ medically and technically qualified for Medicare, awaiting availability of first open Medicare certified bed  
☐ not technically qualified for Medicare payment because

☐ medically not qualified. Letter with non-coverage explanation attached

1 ☐ do ☐ do not request that a "Medicare demand bill" be submitted to the Medicare intermediary. ☒ n/a (if Medicare is primary)

Patient understands that Patient or someone acting on Patient's behalf may request that the Center file a claim for Medicare benefits. Based upon this claim, Medicare will make a formal determination and advise whether any benefits are payable.

Patient Signature

Legal Representative Signature

Additional Signature (if applicable)

Date

Medicare Utilization Review: The Center continues to monitor the Patient's progress, reporting to the Patient's physician and to the physicians belonging to the Center's Utilization Review Committee. This committee will determine the medical necessity for and the effectiveness of the treatment the Patient receives, determining ongoing Medicare coverage.

This is your notification of the dates these reviews are scheduled and to assure you that there will be an opportunity for your attending physician to participate in the decision. The Utilization Review Committee meets every Tuesday and also every 2nd Thursday

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b. Private Insurance

The Center accepts assignment of certain private health insurance benefits, and has agreed to accept assignment of the following policy: Mutual of Omaha

Patient hereby assigns the private health insurance benefits here listed and available to Patient to Center.

Signature: Shelia Thom

(Insured)

Legal Representative: \_\_\_\_\_

Additional Signature (if applicable): \_\_\_\_\_

Patient specifically acknowledges that Center agreement to accept assignment of private health insurance does not relieve the Patient of the responsibility for payment for services rendered. Furthermore, should private insurance claim not be paid within 60 days of submission, the Patient specifically agrees to pay account in full upon request by Center.

c. Medicaid Coverage

Patient ☐ has ☒ has not applied for Medicaid eligibility.

☐ Patient further guarantees that financial information provided Center is correct, and that Patient assumes full responsibility for taking all steps necessary to establish eligibility for program coverage when/if funds are depleted.

☐ If Patient is eligible for Medicaid, he or she acknowledges that his/her monthly income will be applied toward the cost of care in accordance with Federal and State regulations.

☐ Patient plans to apply for Medicaid and understands that the State will determine the amount of the Patient's income to be paid to the Center. Patient agrees to attach a completed Patient's Financial Planning Tool to this agreement. The Patient acknowledges that failure to meet Medicaid eligibility requirements (both financial and medical) in a timely fashion will render Patient liable for payment in full.

☐ If Patient plans to apply for Medicaid, then the Patient will have an estimated monthly Patient liability amount of \$ \_\_\_\_\_ until the State determines the amount of Patient's income to be paid to the Center.

The state Medicaid plan pays for the following services:

- Room and Board
- Specialized Rehabilitation Services
- Prescription Medications up to State limits
- Over the counter drugs (as outlined in State Plan)
- Basic Personal Laundry Services
- Payment to hold bed up to 10 days when Patient transferred to hospital under State prescribed circumstances.

Services not paid for under the state plan include:

- Private room accommodations

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HEALTH INFORMATION

- Beauty and Barber services
- Dry Cleaning
- Telephone and Television
- Private duty nurses and sitters
- Services for Patients not meeting the medical criteria of the state program

d. Veterans Administration Coverage

Where contradictions exist between this Admission Agreement and the VA Contract, a Patient's VA Contract takes precedence until its expiration at which time all terms of this Admission Agreement apply.

E. CLINICAL ISSUES RELATED TO AGING:

The Patient has been advised of the high risks and consequences associated with aging and impaired physical condition, including (but not limited to):

- A high risk of skin breakdown and development of pressure ulcers secondary to significant time confined to bed or inability or unwillingness to eat and/or drink.
- The risk of significant weight loss and dehydration if the Patient's physical condition is currently chronic or hereinafter deteriorates, which may diminish Patient's nutritional and hydration input.
- The enhanced risk of falls and subsequent bruises, cuts or fractures, which then increases the already high risk of pressure ulcers.
- The goal of the Center is to strive for a restraint-free environment, and processes are implemented to pursue this goal. These processes recognize and protect the Patient's rights and ensure that restraints are safe and appropriate if they must be used.
- The above risks, and others, are covered in a booklet entitled "The Circle of Care" available for your reference. We urge the patient and all family members to read this and further acquaint themselves with the risk issues inherent with aging and an impaired physical condition.

Signature: \_\_\_\_\_

Legal Representative: *Shelia Romo*

Additional Signature (if applicable): \_\_\_\_\_

F. PATIENT CONSENTS AND ACKNOWLEDGEMENTS:

1. The patient hereby consents to all routine nursing home care rendered in accordance with physician's orders.
2. The Patient and/or the legal representative are encouraged to participate in the Patient care planning process. Approval of the Patient Care Plan is the preferred manner in which consent for most treatment is obtained. There are certain specific procedures for which an individual consent form will be provided.
3. The Patient consents to pictures taken for identification purposes only.
4. Patient understands and agrees that the designated record set concerning Patient is and will continue to be the property of the Center, provided that Center will not disclose the same to any person or party other than the Patient except as outlined in the Privacy Practices Notice. The designated record set is defined as the medical record in its entirety and the financial record including itemized charges. The following items are specifically excluded from the designated record set: incident reports, QA/QI reports, tracking forms,

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patient care assignment forms, shift to shift report forms, utilization review records, admission waiting list and financial "work papers".

5. The Patient declares that he or she retains capacity and is competent, has never been adjudged or determined to lack capacity or competence, and knows of no petition pending to adjudicate his or her lack of capacity or competence. Alternatively, if the Patient has been or should be deemed to lack capacity or competence, then Patient's Legal Representative declares that he or she has been given authority by the Patient when competent to act on behalf of the Patient, and/or is qualified to act as the Patient's surrogate by reason of special care and concern for the Patient, familiarity with the Patient's personal values, reasonable availability, and willingness to serve.
6. Patient acknowledges that nursing services do not include continuous one-on-one care and that the caregivers in the Center are responsible for multiple patients. The Patient and/or Legal Representative acknowledges that the Patient Rights Booklet contains a Grievance Procedure that provides certain steps that may be taken if the patient is not receiving the degree of care which meets the Patient's and/or Legal Representative's expectations. The Patient and/or Legal Representative further acknowledges they have the right to either pay for additional care through the use of private-duty personnel or to remove the Patient from the Center as provided in section H. 2. of this Agreement.
7. Patient certification and authorization to release information and payment request:
  - a. I certify that the information given by me in applying for payment under Title XVIII of the Social Security Act or my private insurance is correct. I request that payment of authorized benefits be made on my behalf.
  - b. I hereby authorize the Center, its officers and partners, to release to any third party payor (such as an insurance company or governmental agency, i.e., Blue Cross/Blue Shield or Medicare/Medicaid) any medical, mental health/psychiatric, alcohol, drug abuse, and/or HIV (AIDS) treatment information, records, diagnoses, in accordance with the policy of the Center and any applicable State or Federal Statutes, concerning diagnosis and treatment for this admission when requested by such third party payor for its use in connection with determining a claim for payment for treatment and/or diagnosis. I do hereby release the Center from all liability that may arise from the release of the information requested.
  - c. I hereby consent to having the agency processing any eligibility application I have made to release information regarding the status of my application whether pending, denied or approved to the bookkeeper or social services department of this Center.
  - d. I hereby consent to the release by other healthcare providers of all my medical records and medical information to the Center and its representatives, and I further consent to such healthcare providers speaking to the Center and its representatives regarding my medical conditions and treatment.

Patient Signature: \_\_\_\_\_

Legal Representative Signature: Phelia Thompson

Additional Signature (if applicable): \_\_\_\_\_

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HEALTH INFORMATION

#### G. PATIENT RESPONSIBILITIES:

1. Promptly pay all charges in accordance with this agreement.
2. Providing such personal clothing and effects as needed or desired by Patient.
3. Providing all "non-medically" necessary transportation, including transport to appointments in physician offices.
4. Paying all costs, expenses, and a reasonable attorney's fee incurred by Center in the collection of any and all sums due and owing by the Patient (including judicial and arbitrator awards), plus a service charge equal to the highest rate permitted by law, not to exceed 1% per month for all accounts over 30 days.
5. It is the responsibility of Patient to give advance notice when Patient is terminating this agreement, except when prevented by Patient's medical condition.
6. Abiding by the Rules and Regulations established from time to time in connection with the operation and maintenance of the Center.

#### H. TRANSFER AND DISCHARGE:

1. Patient agrees and understands that this agreement is applicable and in full force and effect until the discharge of the Patient, regardless of payment source changes. Patient further understands and agrees that Center has not promised or guaranteed to remain in the Medicare or Medicaid programs and that if Patient is covered by either and Center terminates its participation therein, the Patient must either vacate the Center or remain a private paying Patient.
2. In the event the Patient believes that the Center is not meeting Patient needs; and efforts to remedy service concerns are unsuccessful; the Patient agrees to seek relocation either to patient home or other facility.
3. The Center will only initiate the transfer or discharge of a Patient when:
  - a. the welfare of the Patient cannot be met in the Center;
  - b. there has been an improvement in the Patient's health within 30 days of admission to the extent that care in a licensed nursing facility is not medically approved for insurance coverage.
  - c. nonpayment by the Patient or the appropriate third party payor has occurred;
  - d. the Center ceases to operate or discontinues a particular program on which Patient relies for funding;
  - e. safety of the individual is endangered; or
  - f. health or safety of individuals in the Center is threatened or endangered.
4. The Center will give the Patient 30 days written notice before initiating discharge or transfer when and if any of the above criteria (H-3) are met except when the health or safety of individuals is endangered or when the transfer or discharge is required by the Patient's urgent medical need, or when the Patient has not resided in the Center for at least 30 days.
5. The Center will assist the Patient so that relocation is accomplished as smoothly as possible.

#### I. RE-ADMISSION ACKNOWLEDGEMENT:

Patient and Legal Representative agree that all terms, conditions and consents in this agreement shall be valid and binding upon Patient's re-admission to this Center, provided either the re-admission is within 30 days of the transfer or discharge OR as long as payment is made by or on behalf of Patient to hold the bed.

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NHC 0082

**J. AGREEMENT TERMINATION:**

This agreement can be terminated by Patient upon the giving of notice to the Center and this agreement can be terminated by Center upon the giving of 30 days written notice to Patient, in accordance with the licensure laws of this state and applicable Medicare/Medicaid regulations.

**K. LEGAL COMPLIANCE:**

Center complies with all Federal and State civil rights and non-discrimination laws, rules and regulations. Patients are admitted without regard to sex, age, race, religion, or physical handicap, if any.

**L. ACKNOWLEDGEMENT:**

Patient and other parties signing this agreement have reviewed this ADMISSION AND FINANCIAL AGREEMENT, have had opportunity to ask questions of Center personnel about the agreement and understands that admission to this Center constitutes agreement to be bound by said ADMISSION AND FINANCIAL AGREEMENT.

**THE CENTER:**

*Jennifer Zier*  
By Administrator/Social Worker

Date 1/26/2011

*DD* 01/27/2011  
Administrator Review  
(initial and date)

**THE PATIENT:**

By Patient

Other Persons Signing on Behalf of Patient  
(please specify authority to sign)

*Shelia Thompson*

# Arbitration Agreement

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HEALTH INFORMATION

NHC 0084

## AGREEMENT TO ARBITRATE

PLEASE READ CAREFULLY AND ASK ANY QUESTIONS

### I. EXPLANATION

In order to minimize the time and costs of resolving all disputes, both parties agree, depending on the amount in the dispute, to either:

- a. Submit the dispute to this state's small claims court, or
- b. If the amount exceeds the small claims court statutory limits as later defined, then submit to binding arbitration.

Arbitration is a method of resolving disputes without the substantial time and expense of using the judicial system. Since the arbitration procedure is private rather than public, it can help protect privacy and dignity concerning the sensitive issues that sometimes arise. An arbitration hearing takes only months to schedule, while civil litigation may take years to complete. By avoiding the judicial system, many costs are eliminated. There are charges and fees involved in arbitration, but an arbitration hearing will almost always resolve a dispute sooner and at less cost than a trial when the dispute exceeds the jurisdiction of this state's small claims court.

It is important to understand, however, that there is only a limited right to appeal an arbitration award. Unless there is evidence of fraud on the part of the arbitrator or a serious procedural defect, an arbitration award will be final. Of course, the Center also agrees to be bound by the arbitrator's decision.

BY SIGNING THIS AGREEMENT, BOTH PARTIES ARE WAIVING THEIR CONSTITUTIONAL RIGHT TO A JURY TRIAL

### II. AGREEMENT

This is an Agreement to arbitrate any dispute that might arise between Wade Thompson ("Patient") and NHC Healthcare, Inc. ("Center"). In consideration of the benefits of arbitration in the efficient resolution of conflicts and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, and intending to be legally bound, the parties hereby agree as follows:

The Patient/Legal Representative acknowledges that the Patient Rights Booklet contains a Grievance Procedure that provides certain steps that may be taken if the Patient is not receiving the degree of care which meets the Patient's/Legal Representative's expectations.

The parties shall submit to binding arbitration all disputes against each other and their employees, agents, representatives, affiliates, fiduciaries, medical directors, officers, directors, governing bodies, management companies, insurers, attorneys, predecessors, successors, assigns, third party beneficiaries, heirs, executors, administrators, or any of them, and all persons, entities or corporations with whom any of the former have been, are now, or may be affiliated, arising out of or in any way related or connected to the Patient's stay and the care provided at the Center, including but not limited to any disputes concerning alleged personal

Initials Initials  
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HEALTH INFORMATION

injury to the Patient caused by improper or inadequate care, including allegations of medical malpractice; any disputes concerning whether any statutory or regulatory provisions relating to the Patient were violated; any dispute related to Center's charges to the Patient; and any other dispute under state or federal law based on contract, tort, or statute that exceeds the state's small claims court statutory limits as later defined.

The Federal Arbitration Act shall apply to determine the arbitrability of any dispute and the scope of the arbitration agreement. In rendering a decision on the merits of the dispute, the arbitrator shall apply the substantive law of the state in which the Center is located.

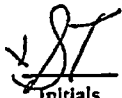
The party initiating arbitration shall serve upon the other party via certified mail a demand for arbitration, which should include a brief description of the claim, the relief sought, and a proposed arbitrator who must be neutral, experienced, and disinterested. This arbitrator shall serve unless the non-initiating party provides written objection via certified mail to the other party within seven (7) days of the notice or demand of intent to arbitrate and suggests an alternate, neutral, experienced, and disinterested arbitrator. The arbitrator proposed by the non-initiating party shall serve as the arbitrator, unless the initiating party provides written objection via certified mail to the non-initiating party's suggestion. If both parties object as provided above, then the proposed arbitrators shall select by agreement a neutral, experienced, and disinterested arbitrator. Should they fail to do so, a neutral, experienced, and disinterested arbitrator will be selected by a judge of the court which serves the county in which the Center is located and which would have subject matter jurisdiction of the dispute.

Any arbitration hearing arising under this Agreement shall be held in the county in which the Center is located. In conducting the hearing and all other proceedings relative to the arbitration of the dispute, the arbitrator shall apply the rules of civil procedure and the rules of evidence of the state where the Center is located, unless otherwise agreed by the parties. The arbitrator shall, however, have the discretion and authority to reasonably limit discovery upon the request of any party.

Each party may be represented by counsel in connection with all arbitration proceedings. The award of costs of the arbitration shall be determined by the arbitrator in accordance with the law of the state where the Center is located.

All claims based in whole or in part on the same incident, transaction, or related course of care or services provided by the Center to the Patient, shall be arbitrated in one proceeding. A claim shall be waived and forever barred if it arose prior to the date upon which notice of arbitration is given to the Center or received by the Patient, and is not presented in the arbitration proceeding. The Agreement to Arbitrate shall survive and not otherwise be revoked by the death or incompetency of Patient.

The judgment rendered by the arbitrator may be entered in any court having jurisdiction thereof.

  
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### III. ACKNOWLEDGEMENTS

The Patient declares that he or she retains capacity and is competent, has never been adjudged or determined to lack capacity or competence, and knows of no petition pending to adjudicate his or her lack of capacity or competence. Alternatively, if the Patient has been or should be deemed to lack capacity or competence, then Patient's Legal Representative declares that he or she has been given authority by the Patient when competent to act on behalf of the Patient, and/or is qualified to act as the Patient's surrogate by reason of special care and concern for the Patient, familiarity with the Patient's personal values, reasonable availability, and willingness to serve.

The Patient and/or Legal Representative understands that he/she has the right to consult with an attorney prior to signing this Agreement.

The Patient and/or Legal Representative has reviewed this Agreement and has had opportunity to ask questions of Center personnel about the Agreement.

The Patient and/or Legal Representative understands that this Agreement may be revoked by signing the revocation provision set forth below during normal business hours within ten (10) business days of the admission. If not revoked, this Agreement shall remain in effect for all claims arising out of the Patient's stay at the Center. If the acts or events underlying the dispute are committed prior to any such revocation, then this Agreement shall be binding with respect to such acts or events.

The parties agree that any claim, controversy, dispute or disagreement within the following statutory limits, and as subsequently modified by the appropriate legislative body, shall be resolved through the state's lower court system, without a jury:

|                         |          |                   |         |
|-------------------------|----------|-------------------|---------|
| AL (District)           | \$3,000  | KS (Small Claims) | \$4,000 |
| GA (Magistrate)         | \$15,000 | KY (Small Claims) | \$1,500 |
| MO (Associates Circuit) | \$25,000 | NH (District)     | \$5,000 |
| TN (General Sessions)   | \$25,000 | VA (Small Claims) | \$5,000 |
|                         |          | SC (Magistrate)   | \$7,500 |

If a party overlooks the obligation to arbitrate any dispute and participates in litigating the matter in the court system, such party will not be deemed to have waived the right to compel arbitration assuming the motion to compel arbitration is served before the first day of trial.

The parties agree that the arbitration process and the arbitration award shall remain confidential.

In the event that any portion of the Agreement is determined to be invalid or unenforceable, the remainder of this Agreement will continue to be binding upon the parties hereto in the same manner as if the invalid or unenforceable provision were not a part of the Agreement.

Patient and Legal Representative agree that all terms, conditions and consents in this Agreement shall be valid and binding upon Patient's re-admission to this Center, provided either the re-admission is within 30 days of the transfer or discharge OR as long as payment is made by or on behalf of Patient to hold the bed.



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THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT TO ARBITRATE AND UNDERSTAND THAT BY SIGNING THIS AGREEMENT, THEY HAVE WAIVED THE RIGHT TO A TRIAL BEFORE A JURY, AND THAT THEY VOLUNTARILY CONSENT TO ALL OF THE TERMS OF THIS AGREEMENT.

THE PATIENT:

By Patient ..

Date: \_\_\_\_\_  
Other Persons Signing on Behalf of Patient  
(please specify authority to sign)

Shelia Hove

Date: 1/24/2011

THE CENTER:

Jennifer Zia  
By Administrator/Social Worker

Date: 1/24/2011

IV. REVOCATION OF ARBITRATION PROVISION

By signing the original Agreement on file at the Center, I/we (all who signed above must sign below within ten (10) business days of the admission to effectuate the revocation) hereby revoke the agreement to arbitrate set forth above.

\_\_\_\_\_  
PATIENT'S SIGNATURE

Date: \_\_\_\_\_

\_\_\_\_\_  
LEGAL REPRESENTATIVE'S SIGNATURE

Date: \_\_\_\_\_

\_\_\_\_\_  
ADDITIONAL SIGNATURE (IF APPLICABLE)

Date: \_\_\_\_\_

\_\_\_\_\_  
ADMINISTRATOR'S SIGNATURE

Date: \_\_\_\_\_

QDD 01/27/2011  
Administrator Review  
(initial and date)

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HEALTH INFORMATION

NHC 0088



FILED-CLERK'S OFFICE  
ANDERSON SC

2016 SEP 12 AM 10:52

COMMON PLEAS AND  
GENERAL SESSIONS

1-877-567-7271



Date: 9/12/16

1. Enter NPI
2. Enter PTAN (our medicare #)
3. Enter Last 5 digits of Tax ID
4. Patient Medicare Number

[REDACTED]

5. Date Of Birth

09/13/36

6. Patient Name

W. Thompson

7. Part A Eligibility Date

9/1/1999

Part B Eligibility Date

9/1/1999

8. SNF Days Remaining

Full Days

20

Coins Days

80

9. Open Home Health Information

No

10. Medicare is Primary or Secondary? (Circle One)

11. Member of an HMO?

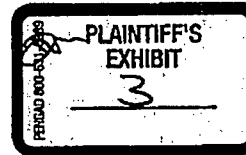
No

12. Open Hospice Information

No

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HEALTH INFORMATION

NHC 0069



AR4995/11013  
01/31/2011

Medicare Verification Reply - Single  
Page 1

nh3685a  
14:16

Center Name: Mauldin  
Medicare Provider Number: 425359  
NPI Number: 1659306215

Type of Verification: Inpatient

Requested: 1/26/2011 15:25  
Received Reply: 1/27/2011 10:50

Patient Information:  
\*\* Name: Thompson, Wade  
\*\* Medicare Number: [REDACTED]  
\*\* Date of Birth: [REDACTED]/1936

\*\*\*\*\*  
Reply: Part A (Y/N): Y Begin Date: 9/01/1999 End Date:  
Part B (Y/N): Y Begin Date: 9/01/1999 End Date:

Full Days Remaining in Benefit Period: 0  
Coinsurance Days Remaining: 0

Last Date Billed in Benefit Period: 11/22/2010

PT/ST Available Under Cap for Year: 1,870.00  
OT Available Under Cap for Year: 1,870.00

Medicare Advantage (Y/N) N Provider Number:  
Effective Date:  
Company Name:  
Phone Number: ( ) -

Open Hospice Election Per (Y/N) N Begin Date:

MSP Information (Y/N) N Begin Date: End Date:  
MSP Code:  
Company Name:  
Company Address:  
Company City:  
Company St/Zip:  
Policy #:  
Relationship:

Open Home Health Episode (Y/N) N Begin Date:

MSP2 Information (Y/N) N MSP3 Information (Y/N) N

Comments:

*Donot  
Eph. - July → 2nd day  
116 → 2nd day - 117  
Last billed - 60 days*

FILED-CLERK'S OFFICE  
ANDERSON SC  
2016 SEP 12 AM 10:52  
COMMON PLEAS AND  
GENERAL SESSIONS

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HEALTH INFORMATION

NHC 0070

FILED-CLERK'S OFFICE  
ANDERSON SC

AR4350/12262  
03/06/2014

2016 SEP 12 14:10:52 of Charges by Disb Date  
Page 1

nh3685a  
16:32

COMMON PLEAS AND  
GENERAL SESSIONS  
J. Paul Moore, Mauldin  
SC 29607-5842

Patient: Thompson, Wade  
MR Filing #: 3889

Disbursement Date: 1/01/2011  
Thru: 3/31/2011

| Date                            | Description                                   | Minutes | Units | Unit Amount | Total Amount |
|---------------------------------|-----------------------------------------------|---------|-------|-------------|--------------|
| <b>Laundry &amp; Linen</b>      |                                               |         |       |             |              |
| <b>Personal Laundry</b>         |                                               |         |       |             |              |
| 1/31/11                         | Laundry                                       | 6       |       | 1.10        | 6.60         |
| 2/28/11                         | Laundry                                       | 28      |       | 1.10        | 30.80        |
| 3/10/11                         | Laundry                                       | 9       |       | 1.10        | 9.90         |
|                                 | <b>Total Service Personal Laundry</b>         | 43      |       |             | 47.30        |
| <b>Medical Supplies</b>         |                                               |         |       |             |              |
| <b>Ancillary Supplies</b>       |                                               |         |       |             |              |
| 1/26/11                         | Tena Body Wash & Shampoo                      | 1       |       | 9.12        | 9.12         |
| 3/09/11                         | Tena Body Wash & Shampoo                      | 1       |       | 9.12        | 9.12         |
|                                 | <b>Total Service Ancillary Supplies</b>       | 2       |       |             | 18.24        |
| <b>Routine Supplies</b>         |                                               |         |       |             |              |
| 1/26/11                         | Gloves Vinyl P/F                              | 1       |       | 7.00        | 7.00         |
| 1/26/11                         | Urinal Male w/Lid Clr                         | 1       |       | 1.23        | 1.23         |
| 1/26/11                         | Lotion Xtra-Care 8oz                          | 1       |       | 4.95        | 4.95         |
| 1/26/11                         | Tissue Facial Angel Sof                       | 1       |       | 1.65        | 1.65         |
| 1/26/11                         | After Shave 4oz Fresh                         | 1       |       | 1.68        | 1.68         |
| 1/26/11                         | Shaving CRM 1.5oz*USE45                       | 1       |       | 1.63        | 1.63         |
| 1/26/11                         | Admission Kit Mauve Car                       | 1       |       | 9.10        | 9.10         |
| 1/26/11                         | Lube Jelly 5gr                                | 1       |       | 0.39        | 0.39         |
| 3/04/11                         | Tissue Facial Angel Sof                       | 1       |       | 1.65        | 1.65         |
| 3/09/11                         | Gloves Vinyl P/F                              | 1       |       | 7.00        | 7.00         |
| 3/09/11                         | Attends Pull On                               | 1       |       | 11.92       | 11.92        |
| 3/09/11                         | Shower Cap Clear Plasti                       | 1       |       | 0.18        | 0.18         |
|                                 | <b>Total Service Routine Supplies</b>         | 12      |       |             | 48.38        |
| <b>Pharmacy</b>                 |                                               |         |       |             |              |
| <b>Legend</b>                   |                                               |         |       |             |              |
| 3/08/11                         | Legend Drugs                                  | 1       |       | 236.00      | 236.00       |
|                                 | <b>Total Service Legend</b>                   | 1       |       |             | 236.00       |
| <b>Non Legend</b>               |                                               |         |       |             |              |
| 2/23/11                         | Routine Drugs                                 | 1       |       | 21.40       | 21.40        |
|                                 | <b>Total Service Non Legend</b>               | 1       |       |             | 21.40        |
| <b>Beauty and Barber</b>        |                                               |         |       |             |              |
| <b>Beauty &amp; Barber Shop</b> |                                               |         |       |             |              |
| 1/31/11                         | Beauty-Male Cut                               | 1       |       | 12.00       | 12.00        |
|                                 | <b>Total Service Beauty &amp; Barber Shop</b> | 1       |       |             | 12.00        |

\* Not billable to Med Part B

|                       |            |   |  |        |        |
|-----------------------|------------|---|--|--------|--------|
| <b>Room and Board</b> |            |   |  |        |        |
| 1/26/11               | Rm Chg-124 | 1 |  | 212.00 | 212.00 |
| 1/27/11               | Rm Chg-124 | 1 |  | 212.00 | 212.00 |
| 1/28/11               | Rm Chg-124 | 1 |  | 212.00 | 212.00 |
| 1/29/11               | Rm Chg-124 | 1 |  | 212.00 | 212.00 |
| 1/30/11               | Rm Chg-124 | 1 |  | 212.00 | 212.00 |
| 1/31/11               | Rm Chg-124 | 1 |  | 212.00 | 212.00 |
| 2/01/11               | Rm Chg-124 | 1 |  | 212.00 | 212.00 |
| 2/02/11               | Rm Chg-124 | 1 |  | 212.00 | 212.00 |
| 2/03/11               | Rm Chg-124 | 1 |  | 212.00 | 212.00 |
| 2/04/11               | Rm Chg-124 | 1 |  | 212.00 | 212.00 |
| 2/05/11               | Rm Chg-124 | 1 |  | 212.00 | 212.00 |
| 2/06/11               | Rm Chg-124 | 1 |  | 212.00 | 212.00 |
| 2/07/11               | Rm Chg-124 | 1 |  | 212.00 | 212.00 |
| 2/08/11               | Rm Chg-118 | 1 |  | 212.00 | 212.00 |
| 2/09/11               | Rm Chg-118 | 1 |  | 212.00 | 212.00 |
| 2/10/11               | Rm Chg-118 | 1 |  | 212.00 | 212.00 |
| 2/11/11               | Rm Chg-118 | 1 |  | 212.00 | 212.00 |
| 2/12/11               | Rm Chg-118 | 1 |  | 212.00 | 212.00 |
| 2/13/11               | Rm Chg-118 | 1 |  | 212.00 | 212.00 |
| 2/14/11               | Rm Chg-118 | 1 |  | 212.00 | 212.00 |
| 2/15/11               | Rm Chg-118 | 1 |  | 212.00 | 212.00 |
| 2/16/11               | Rm Chg-118 | 1 |  | 212.00 | 212.00 |
| 2/17/11               | Rm Chg-118 | 1 |  | 212.00 | 212.00 |



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03/06/2014

Itemization of Charges by Disb Date  
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NHC HealthCare, Mauldin  
Greenville, SC 29607-5842

Patient: Thompson, Wade  
MR Filing #: 3889

Disbursement Date: 1/01/2011  
Thru: 3/31/2011

| Date                       | Description | Minutes | Units | Unit Amount | Total Amount               |
|----------------------------|-------------|---------|-------|-------------|----------------------------|
| 2/18/11                    | Rm Chg-118  | 1       | 1     | 212.00      | 212.00                     |
| 2/19/11                    | Rm Chg-118  | 1       | 1     | 212.00      | 212.00                     |
| 2/20/11                    | Rm Chg-118  | 1       | 1     | 212.00      | 212.00                     |
| 2/21/11                    | Rm Chg-118  | 1       | 1     | 212.00      | 212.00                     |
| 2/22/11                    | Rm Chg-118  | 1       | 1     | 212.00      | 212.00                     |
| 2/23/11                    | Rm Chg-118  | 1       | 1     | 212.00      | 212.00                     |
| 2/24/11                    | Rm Chg-118  | 1       | 1     | 212.00      | 212.00                     |
| 2/25/11                    | Rm Chg-118  | 1       | 1     | 212.00      | 212.00                     |
| 2/26/11                    | Rm Chg-118  | 1       | 1     | 212.00      | 212.00                     |
| 2/27/11                    | Rm Chg-118  | 1       | 1     | 212.00      | 212.00                     |
| 2/28/11                    | Rm Chg-118  | 1       | 1     | 212.00      | 212.00                     |
| 3/01/11                    | Rm Chg-118  | 1       | 1     | 212.00      | 212.00                     |
| 3/02/11                    | Rm Chg-118  | 1       | 1     | 212.00      | 212.00                     |
| 3/03/11                    | Rm Chg-118  | 1       | 1     | 212.00      | 212.00                     |
| 3/04/11                    | Rm Chg-118  | 1       | 1     | 212.00      | 212.00                     |
| 3/05/11                    | Rm Chg-118  | 1       | 1     | 212.00      | 212.00                     |
| 3/06/11                    | Rm Chg-118  | 1       | 1     | 212.00      | 212.00                     |
| 3/07/11                    | Rm Chg-118  | 1       | 1     | 212.00      | 212.00                     |
| 3/08/11                    | Rm Chg-118  | 1       | 1     | 212.00      | 212.00                     |
| 3/09/11                    | Rm Chg-118  | 1       | 1     | 212.00      | 212.00                     |
| Total Dept. Room and Board |             | 43      | 1     | 9,116.00    | 9,116.00                   |
|                            |             |         |       |             | Not billable to Med Part B |

#### Occupational Therapy

| Date                        | Description   | Minutes | Units | Unit Amount | Total Amount |
|-----------------------------|---------------|---------|-------|-------------|--------------|
| 1/27/11                     | OT Evaluation | 22      | 1     | 200.0000    | 200.00       |
| 1/27/11                     | 97003GO       | 22      | 1     | 200.0000    | 200.00       |
| Total Service OT Evaluation |               | 22      | 1     |             |              |
| OT Treatment                |               |         |       |             |              |
| 1/27/11                     | 97110GO59     | 15      | 1     | 2,500.00    | 37.50        |
| 1/27/11                     | 97535GO59     | 60      | 4     | 2,500.00    | 150.00       |
| 1/27/11                     | 97150GO       | 15      | 1     | 2,500.00    | 37.50        |
| 1/28/11                     | 97110GO59     | 25      | 2     | 2,500.00    | 62.50        |
| 1/28/11                     | 97150GO       | 35      | 1     | 2,500.00    | 87.50        |
| 1/29/11                     | 97535GO59     | 15      | 1     | 2,500.00    | 37.50        |
| 1/29/11                     | 97110GO59     | 20      | 1     | 2,500.00    | 50.00        |
| 1/29/11                     | 97530GO59     | 15      | 1     | 2,500.00    | 37.50        |
| 1/31/11                     | 97110GO59     | 25      | 2     | 2,500.00    | 62.50        |
| 1/31/11                     | 97535GO59     | 15      | 1     | 2,500.00    | 37.50        |
| 2/01/11                     | 97110GO       | 25      | 1     | 2,500.00    | 62.50        |
| 2/01/11                     | 97530GO       | 25      | 1     | 2,500.00    | 62.50        |
| 2/01/11                     | 97150GO       | 60      | 1     | 2,500.00    | 150.00       |
| 2/03/11                     | 97110GO       | 22      | 1     | 2,500.00    | 55.00        |
| 2/03/11                     | 97530GO       | 30      | 2     | 2,500.00    | 75.00        |
| 2/04/11                     | 97110GO59     | 52      | 3     | 2,500.00    | 130.00       |
| 2/07/11                     | 97110GO       | 25      | 2     | 2,500.00    | 62.50        |
| 2/07/11                     | 97530GO       | 25      | 1     | 2,500.00    | 62.50        |
| 2/08/11                     | 97530GO       | 35      | 1     | 2,500.00    | 87.50        |
| 2/08/11                     | 97535GO59     | 45      | 3     | 2,500.00    | 112.50       |
| 2/09/11                     | 97110GO59     | 19      | 1     | 2,500.00    | 47.50        |
| 2/09/11                     | 97530GO59     | 20      | 1     | 2,500.00    | 50.00        |
| 2/09/11                     | 97150GO       | 20      | 1     | 2,500.00    | 50.00        |
| 2/09/11                     | 97150GO       | 20      | 1     | 2,500.00    | 50.00        |
| 2/09/11                     | 97150GO       | 20      | 1     | 2,500.00    | 50.00        |
| 2/10/11                     | 97150GO       | 50      | 1     | 2,500.00    | 125.00       |
| 2/10/11                     | 97530GO59     | 10      | 1     | 2,500.00    | 25.00        |
| 2/11/11                     | 97110GO       | 30      | 2     | 2,500.00    | 75.00        |
| 2/14/11                     | 97110GO       | 38      | 3     | 2,500.00    | 95.00        |
| 2/15/11                     | 97110GO       | 50      | 3     | 2,500.00    | 125.00       |
| 2/15/11                     | 97535GO59     | 26      | 2     | 2,500.00    | 55.00        |
| 2/16/11                     | 97110GO59     | 15      | 1     | 2,500.00    | 37.50        |

Not billable to Med Part B

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03/06/2014

Itemization of Charges by Disb Date  
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NHC HealthCare, Mauldin  
Greenville, SC 29607-5842

Patient: Thompson, Wade  
MR Filing #: 3889

Disbursement Date: 1/01/2011  
Thru: 3/31/2011

| Date                        | Description                      | Minutes | Units | Unit Amount | Total Amount |
|-----------------------------|----------------------------------|---------|-------|-------------|--------------|
| 2/16/11                     | 97150GO Group therapeutic pr     | 12      | 1     | 2.5000      | 30.00        |
| 2/16/11                     | 97535GO59 Self care mgmt tr      | 15      | 2     | 2.5000      | 37.50        |
| 2/17/11                     | 97110GO Therapeutic exercise     | 35      | 2     | 2.5000      | 87.50        |
| 2/18/11                     | 97150GO Group therapeutic pr     | 20      | 1     | 2.5000      | 50.00        |
| 2/18/11                     | 97150GO Group therapeutic pr     | 20      | 1     | 2.5000      | 50.00        |
| 2/21/11                     | 97530GO Therapeutic activiti     | 10      | 1     | 2.5000      | 25.00        |
| 2/22/11                     | 97150GO Group therapeutic pr     | 43      | 1     | 2.5000      | 107.50       |
| 2/22/11                     | 97150GO Group therapeutic pr     | 43      | 1     | 2.5000      | 107.50       |
| 2/23/11                     | 97110GO Therapeutic exercise     | 34      | 2     | 2.5000      | 85.00        |
| 2/23/11                     | 97535GO Self care mgmt tr        | 20      | 2     | 2.5000      | 50.00        |
| 2/24/11                     | 97110GO Therapeutic exercise     | 25      | 2     | 2.5000      | 62.50        |
| 2/24/11                     | 97530GO Therapeutic activiti     | 50      | 3     | 2.5000      | 125.00       |
| 2/25/11                     | 97110GOKX Therapeutic exercise   | 20      | 1     | 2.5000      | 50.00        |
| 2/25/11                     | 97535GOKX Self care mgmt tr      | 15      | 1     | 2.5000      | 37.50        |
| 2/28/11                     | 97150GOKX Group therapeutic pr   | 50      | 1     | 2.5000      | 125.00       |
| 3/01/11                     | 97110GOKX Therapeutic exercise   | 30      | 2     | 2.5000      | 75.00        |
| 3/01/11                     | 97530GOKX Therapeutic activiti   | 25      | 2     | 2.5000      | 62.50        |
| 3/02/11                     | 97110GOKX Therapeutic exercise   | 25      | 2     | 2.5000      | 62.50        |
| 3/02/11                     | 97530GOKX Therapeutic activiti   | 30      | 2     | 2.5000      | 75.00        |
| 3/03/11                     | 97535GO59KX Self care mgmt tr    | 62      | 4     | 2.5000      | 155.00       |
| 3/03/11                     | 97110GOKX Therapeutic exercise   | 20      | 1     | 2.5000      | 50.00        |
| 3/04/11                     | 97110GOKX Therapeutic exercise   | 25      | 2     | 2.5000      | 62.50        |
| 3/04/11                     | 97530GOKX Therapeutic activiti   | 35      | 2     | 2.5000      | 87.50        |
| 3/07/11                     | 97150GOKX Group therapeutic pr   | 20      | 1     | 2.5000      | 50.00        |
| 3/07/11                     | 97535GO59KX Self care mgmt tr    | 25      | 2     | 2.5000      | 62.50        |
| 3/08/11                     | 97150GOKX Group therapeutic pr   | 25      | 1     | 2.5000      | 62.50        |
| 3/08/11                     | 97535GO59KX Self care mgmt tr    | 25      | 2     | 2.5000      | 62.50        |
| 3/09/11                     | 97150GOKX Group therapeutic pr   | 25      | 1     | 2.5000      | 62.50        |
| 3/09/11                     | 97530GO59KX Therapeutic activiti | 20      | 2     | 2.5000      | 50.00        |
| 3/09/11                     | 97535GO59KX Self care mgmt tr    | 20      | 1     | 2.5000      | 50.00        |
| Total Service OT Treatment  |                                  | 1,686   |       |             | 4,215.00     |
| Physical Therapy            |                                  |         |       |             |              |
| PT Evaluation               |                                  | Minutes | Units |             |              |
| 1/27/11                     | 97001GP Pt evaluation            | 16      | 1     | 200.0000    | 200.00       |
| Total Service PT Evaluation |                                  | 16      |       |             | 200.00       |
| PT Treatment                |                                  |         |       |             |              |
| 1/27/11                     | 97110GP59 Therapeutic exercise   | 28      | 1     | 2.5000      | 70.00        |
| 1/27/11                     | 97116GP59 Gait training therap   | 12      | 1     | 2.5000      | 30.00        |
| 1/27/11                     | 97530GP59 Therapeutic activiti   | 9       | 1     | 2.5000      | 22.50        |
| 1/28/11                     | 97116GP59KX Gait training therap | 16      | 1     | 2.5000      | 40.00        |
| 1/28/11                     | 97110GP59KX Therapeutic exercise | 22      | 1     | 2.5000      | 55.00        |
| 1/28/11                     | 97530GP59KX Therapeutic activiti | 14      | 1     | 2.5000      | 35.00        |
| 1/29/11                     | 97116GP59KX Gait training therap | 5       | 0*    | 2.5000      | 12.50        |
| 1/29/11                     | 97150GPKX Group therapeutic pr   | 40      | 1     | 2.5000      | 100.00       |
| 1/31/11                     | 97110GP59KX Therapeutic exercise | 8       | 0*    | 2.5000      | 20.00        |
| 1/31/11                     | 97116GP59KX Gait training therap | 10      | 1     | 2.5000      | 25.00        |
| 1/31/11                     | 97530GP59KX Therapeutic activiti | 10      | 1     | 2.5000      | 25.00        |
| 1/31/11                     | 97150GPKX Group therapeutic pr   | 40      | 1     | 2.5000      | 100.00       |
| 1/31/11                     | 97110GP59KX Therapeutic exercise | 8       | 0*    | 2.5000      | 20.00        |
| 1/31/11                     | 97150GPKX Group therapeutic pr   | 40      | 1     | 2.5000      | 100.00       |
| 2/01/11                     | 97110GPKX Therapeutic exercise   | 25      | 2     | 2.5000      | 62.50        |
| 2/01/11                     | 97116GP59KX Gait training therap | 12      | 1     | 2.5000      | 30.00        |
| 2/01/11                     | 97530GPKX Therapeutic activiti   | 15      | 1     | 2.5000      | 40.00        |
| 2/02/11                     | 97116GP59KX Gait training therap | 10      | 1     | 2.5000      | 25.00        |
| 2/02/11                     | 97110GP59KX Therapeutic exercise | 8       | 0*    | 2.5000      | 20.00        |
| 2/02/11                     | 97530GP59KX Therapeutic activiti | 12      | 1     | 2.5000      | 30.00        |
| 2/02/11                     | 97150GPKX Group therapeutic pr   | 40      | 1     | 2.5000      | 100.00       |
| 2/02/11                     | 97150GPKX Group therapeutic pr   | 40      | 1     | 2.5000      | 100.00       |
| 2/03/11                     | 97110GPKX Therapeutic exercise   | 30      | 2     | 2.5000      | 75.00        |
| 2/03/11                     | 97116GP59KX Gait training therap | 13      | 1     | 2.5000      | 32.50        |

\* Not billable to Med Part B

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AP#350/12262  
03/06/2014

Itemization of Charges by Disb Date  
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NHC HealthCare, Mauldin  
Greenville, SC 29607-5842

Patient: Thompson, Wade  
MR # 11111111

Disbursement Date: 1/01/2011  
Thru: 3/31/2011

| Date    | Description                      | Minutes | Units | Unit Amount | Total Amount |
|---------|----------------------------------|---------|-------|-------------|--------------|
| 2/03/11 | 97530GPKX Therapeutic activiti   | 12      | 1     | 2.5000      | 30.00        |
| 2/04/11 | 97110GP59KX Therapeutic exercise | 23      | 2     | 2.5000      | 57.50        |
| 2/04/11 | 97150GPKX Group therapeutic pr   | 28      | 1     | 2.5000      | 70.00        |
| 2/07/11 | 97110GPKX Therapeutic exercise   | 32      | 2     | 2.5000      | 80.00        |
| 2/07/11 | 97116GP59KX Gait training therap | 12      | 1     | 2.5000      | 30.00        |
| 2/07/11 | 97530GPKX Therapeutic activiti   | 14      | 1     | 2.5000      | 35.00        |
| 2/08/11 | 97110GPKX Therapeutic exercise   | 30      | 2     | 2.5000      | 75.00        |
| 2/08/11 | 97116GP59KX Gait training therap | 20      | 1     | 2.5000      | 50.00        |
| 2/09/11 | 97110GPKX Therapeutic exercise   | 15      | 1     | 2.5000      | 37.50        |
| 2/09/11 | 97150GPKX Group therapeutic pr   | 20      | 1     | 2.5000      | 50.00        |
| 2/09/11 | 97116GP59KX Gait training therap | 15      | 1     | 2.5000      | 37.50        |
| 2/09/11 | 97150GPKX Group therapeutic pr   | 20      | 1     | 2.5000      | 50.00        |
| 2/10/11 | 97116GP59KX Gait training therap | 18      | 1     | 2.5000      | 45.00        |
| 2/10/11 | 97110GPKX Therapeutic exercise   | 14      | 1     | 2.5000      | 35.00        |
| 2/10/11 | 97530GP59KX Therapeutic activiti | 24      | 2     | 2.5000      | 60.00        |
| 2/11/11 | 97110GPKX Therapeutic exercise   | 22      | 1     | 2.5000      | 55.00        |
| 2/11/11 | 97116GP59KX Gait training therap | 18      | 1     | 2.5000      | 45.00        |
| 2/11/11 | 97530GPKX Therapeutic activiti   | 9       | 1     | 2.5000      | 22.50        |
| 2/14/11 | 97110GPKX Therapeutic exercise   | 22      | 2     | 2.5000      | 55.00        |
| 2/14/11 | 97116GP59KX Gait training therap | 17      | 1     | 2.5000      | 42.50        |
| 2/14/11 | 97530GPKX Therapeutic activiti   | 21      | 1     | 2.5000      | 52.50        |
| 2/15/11 | 97110GPKX Therapeutic exercise   | 41      | 2     | 2.5000      | 102.50       |
| 2/15/11 | 97116GP59KX Gait training therap | 12      | 1     | 2.5000      | 30.00        |
| 2/15/11 | 97530GPKX Therapeutic activiti   | 8       | 1     | 2.5000      | 20.00        |
| 2/16/11 | 97116GP59KX Gait training therap | 8       | 0     | 2.5000      | 20.00        |
| 2/16/11 | 97110GPKX Therapeutic exercise   | 32      | 2     | 2.5000      | 80.00        |
| 2/16/11 | 97530GP59KX Therapeutic activiti | 10      | 1     | 2.5000      | 25.00        |
| 2/17/11 | 97110GPKX Therapeutic exercise   | 20      | 1     | 2.5000      | 50.00        |
| 2/17/11 | 97116GP59KX Gait training therap | 15      | 1     | 2.5000      | 37.50        |
| 2/18/11 | 97110GP59KX Therapeutic exercise | 22      | 1     | 2.5000      | 55.00        |
| 2/18/11 | 97150GPKX Group therapeutic pr   | 30      | 1     | 2.5000      | 75.00        |
| 2/21/11 | 97110GPKX Therapeutic exercise   | 28      | 1     | 2.5000      | 70.00        |
| 2/21/11 | 97116GP59KX Gait training therap | 10      | 1     | 2.5000      | 25.00        |
| 2/21/11 | 97530GPKX Therapeutic activiti   | 10      | 1     | 2.5000      | 25.00        |
| 2/22/11 | 97110GPKX59 Therapeutic exercise | 30      | 2     | 2.5000      | 75.00        |
| 2/22/11 | 97116GP59KX Gait training therap | 8       | 0     | 2.5000      | 20.00        |
| 2/22/11 | 97530GPKX59 Therapeutic activiti | 13      | 1     | 2.5000      | 32.50        |
| 2/23/11 | 97110GPKX Therapeutic exercise   | 35      | 2     | 2.5000      | 87.50        |
| 2/23/11 | 97116GP59KX Gait training therap | 15      | 1     | 2.5000      | 37.50        |
| 2/24/11 | 97110GPKX Therapeutic exercise   | 14      | 2     | 2.5000      | 35.00        |
| 2/24/11 | 97116GP59KX Gait training therap | 8       | 0     | 2.5000      | 20.00        |
| 2/24/11 | 97530GPKX Therapeutic activiti   | 10      | 1     | 2.5000      | 25.00        |
| 2/25/11 | 97110GPKX Therapeutic exercise   | 52      | 3     | 2.5000      | 130.00       |
| 2/28/11 | 97110GP59KX Therapeutic exercise | 28      | 3     | 2.5000      | 95.00        |
| 2/28/11 | 97530GP59KX Therapeutic activiti | 15      | 0     | 2.5000      | 12.50        |
| 2/28/11 | 97116GP59KX Gait training therap | 10      | 1     | 2.5000      | 25.00        |
| 3/01/11 | 97110GPKX Therapeutic exercise   | 40      | 2     | 2.5000      | 100.00       |
| 3/01/11 | 97530GPKX Therapeutic activiti   | 10      | 1     | 2.5000      | 25.00        |
| 3/02/11 | 97110GPKX Therapeutic exercise   | 23      | 1     | 2.5000      | 57.50        |
| 3/02/11 | 97116GP59KX Gait training therap | 10      | 1     | 2.5000      | 25.00        |
| 3/02/11 | 97530GPKX Therapeutic activiti   | 15      | 1     | 2.5000      | 37.50        |
| 3/03/11 | 97110GPKX Therapeutic exercise   | 30      | 2     | 2.5000      | 75.00        |
| 3/03/11 | 97116GP59KX Gait training therap | 10      | 1     | 2.5000      | 25.00        |
| 3/03/11 | 97530GPKX Therapeutic activiti   | 5       | 0     | 2.5000      | 12.50        |
| 3/04/11 | 97110GPKX Therapeutic exercise   | 40      | 3     | 2.5000      | 100.00       |
| 3/04/11 | 97116GP59KX Gait training therap | 15      | 1     | 2.5000      | 37.50        |
| 3/07/11 | 97110GP59KX Therapeutic exercise | 35      | 2     | 2.5000      | 87.50        |
| 3/07/11 | 97116GP59KX Gait training therap | 10      | 1     | 2.5000      | 25.00        |
| 3/07/11 | 97530GP59KX Therapeutic activiti | 9       | 1     | 2.5000      | 20.00        |
| 3/08/11 | 97110GP59KX Therapeutic exercise | 40      | 2     | 2.5000      | 100.00       |

\* Not billable to Med Part B

NHC 0053

AR4350/12262  
03/06/2014

Itemization of Charges by Disb Date  
Page 5

nh3685a  
16:32

NHC HealthCare, Mauldin  
Greenville, SC 29607-5842

Patient: Thompson, Wade  
MR Filing #: 3889

Disbursement Date: 1/01/2011  
Thru: 3/31/2011

| Date                       | Description                      | Minutes | Units | Unit Amount | Total Amount |
|----------------------------|----------------------------------|---------|-------|-------------|--------------|
| 3/08/11                    | 97116GP59KK Gait training therap | 10      | 1     | 2.5000      | 25.00        |
| 3/09/11                    | 97530GP59KK Therapeutic activiti | 20      | 1     | 2.5000      | 50.00        |
| Total Service PT Treatment |                                  | 1,699   |       |             | 4,247.50     |

\* Not billable to Med Part B

NHC 0054

NHC HealthCare Mauldin

Greenville, SC

**DISCHARGE SUMMARY AND POST DISCHARGE PLANS**

Patient Name: Wade Thompson Date of Admission: 11/26/11  
 Medical Record #: 3589 Date of Discharge: 11/27/11

Physician and Phone # Richard Sherman, DO (864) 675-6421  
 PATIENT IS DISCHARGED INTO THE CARE OF PRIMARY CARE PHYSICIAN OF CHOICE

Diagnosis (Include History): Benign prostatic hyperplasia (BPH), Hypertension, Diabetes Mellitus, Chronic Kidney Disease (CKD), Stage 3, Coronary Artery Disease (CAD), Atrial Fibrillation (AF), Hyperlipidemia, Obstructive Pulmonary Disease (COPD), Hypothyroidism, Hypertrophic Cardiomyopathy (HCM), Mitral Regurgitation

(Circle Response)  
 Medical Status: Stable Poor Fair Good Stable Unstable  
 Rehab. Potential: Poor Fair Good  
 Discharge Potential: Poor Fair Good  
 Advance Directives: Full Code  
 Summary of Stay: Short term rehab

**PHYSICAL FUNCTIONAL STATUS**

|                                       |             |             |            |            |          |
|---------------------------------------|-------------|-------------|------------|------------|----------|
| Transfer:                             | Independent | Supervision | Assistance | Total Care |          |
| Locomotion:                           | Independent | Supervision | Assistance | Total Care |          |
| Dressing:                             | Independent | Supervision | Assistance | Total Care |          |
| Eating:                               | Independent | Supervision | Assistance | Total Care | Tube Fed |
| Toileting:                            | Independent | Supervision | Assistance | Total Care | X        |
| Does Patient have control of Bladder? |             |             | Catheter?  |            |          |
| Does Patient have control of Bowels?  |             |             | Ostomy?    |            |          |
| Bathing:                              | Independent | Supervision | Assistance | Total Care |          |
| Special Instructions/Helpful Hints:   |             |             |            |            |          |

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HEALTH INFORMATION

NHC 0165



**DIETARY CARE**

Diet During Stay: Regular  
Appetite: Excellent Good Average Fair Poor Present Weight: 194  
Special Dietary Needs: None  
Dental Condition: Dentures  
Does Patient have a chewing or swallowing Problem? No

**SENSORY FUNCTION**

Vision: Adapted Hearing: Adapted  
Speech/Communication: Clear

**MENTAL AND PSYCHOSOCIAL STATUS**

Level of Awareness: Alert Stuporous Comatose  
Oriented To: Person Place Time Situation  
Memory: Short Term: Intact  
Long Term: Intact  
Decision Making Ability: Poor Fair Good  
Safety Awareness: Poor Fair Good  
Mood State: Unsettled  
Problem Behavior: No  
Attitude Toward Discharge: Happy  
Sense of Initiative/Involvement: Intact

**REHABILITATION SERVICES**

Physical Therapy: 1/11  
Speech Therapy: 1/11  
Occupational Therapy: 1/11  
Other: None  
Further Treatment Recommended: Yes No  
If Yes, Physician Order: None  
Special Equipment Needs: None  
DME Provider: Reliance

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HEALTH INFORMATION

NHC 0166

# MEDICATION

| Medication         | Dose            | Time                       | Special Instructions |
|--------------------|-----------------|----------------------------|----------------------|
| Mirapax            | 17gm ea day     | in 8oz of H <sub>2</sub> O |                      |
| Myosoline          | 50mg ea day     | 9A 9pm                     |                      |
| Zbacor             | 80mg i ca nite  | 9pm                        |                      |
| Namenda            | 70mg i 2x day   | 9A 5pm                     |                      |
| Proscar            | 5mg i ea day    | 9am                        |                      |
| Nexium             | 40mg i ea day   | 6:30am                     |                      |
| Asxrenix           | 200/25 i 2x day | 9A 5pm                     |                      |
| Wellbutrin XL      | 150mg i 2x day  |                            |                      |
| Ativan             | 2.5mg i 3x day  | 9A 1P 5pm                  |                      |
| Magnoxide          | 400mg i ea day  | 9am                        |                      |
| Phylloides w/ Trax | i ea day        | 9am                        |                      |
| Synthroid          | 100mcg i ea day | 6:30am                     |                      |
| Serena S           | 3 ea nite       | 9pm                        |                      |
| Celoxa             | 10mg i ea nite  | 9pm                        |                      |
| Flonax             | 2.4mg i 2x day  | 9A 5pm                     |                      |

Medication sent Home with Patient: John

Prescriptions Needed: Rx for

Special Treatments/Procedures:

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HEALTH INFORMATION

NHC 0167

**REFERRALS**

Follow Up Appointment with Physician (Date/Time): \_\_\_\_\_

☐

Home Health

Other

Agency: AHC Interm

Contact Person: Robin Deane

Phone #: 289 9982 102.71700

Date of First Visit: \_\_\_\_\_

Transportation Needs: \_\_\_\_\_

**SUPPORT SYSTEMS**

Address Where Patient will be Living: 1226 Brushy Creek Rd Easton

Who is Available to Assist Patient: Spouse/Daughter

Ombudsman: Name: JS Phone # (864) 242-9733

☐

*We trust that you have profited from your stay with us and we wish you well as you continue your progress.*

*These instruction sheets are designed to provide you with information that will help you plan for your care at home.*

*Please ask any questions you wish. We will be glad to assist you in any way.*

NHC HealthCare of Mauldin  
Center Name

(864) 675-6421  
Telephone Number

R. J. [Signature]  
Name and Title of Person Preparing Form

[Signature]  
Physician's Signature

I acknowledge that I have been instructed to my satisfaction in preparation for my ongoing care, and that I have received the original of this post discharge plan.

[Signature]  
Patient/Family Signature

3/10/11 1:30 p  
Date/Time

[Signature]  
Discharge Nurse

3/10/11  
Date/Time

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HEALTH INFORMATION

NHC 0168

SOUTH CAROLINA DEPARTMENT OF  
HEALTH AND HUMAN SERVICES

PASARR - Level I  
SCREENING FORM

|                                                                                                                                                                                                                                         |                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| Name: <u>Wade Thompson</u>                                                                                                                                                                                                              | Date of Review: <u>1/25/11</u>       |
| SSN: <u>[REDACTED]</u>                                                                                                                                                                                                                  | Location at assessment: <u>ArMed</u> |
| Medicaid: <input type="checkbox"/> Non-Medicaid: <input checked="" type="checkbox"/>                                                                                                                                                    | CLTC#: <u>  </u>                     |
| Date of birth: <u>[REDACTED] 1936</u>                                                                                                                                                                                                   | Referral source: <u>ArMed</u>        |
| All Diagnosis (If dementia diagnosed or suspected, complete and attach the Mini-Mental Form): <u>Bradycardia, A-fib, Hypothyroidism, Dementia, Dyslipidemia, HTN, Benign Prostatic Hyperplasia, Hicid Sterna, Chronic Renal Failure</u> |                                      |

I. SCREENING FOR MENTAL RETARDATION INDICATORS:

|                                                                                    | YES                                 | NO                                  |
|------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|
| 1. Diagnosis of mental retardation or related disability made prior to age 22?     |                                     | <input checked="" type="checkbox"/> |
| 2. IQ tested below 70?                                                             |                                     | <input checked="" type="checkbox"/> |
| 3. Was time of test prior to age 22?                                               |                                     | <input checked="" type="checkbox"/> |
| 4. Does client have 3rd grade education? If not, state reason in Comments Section. | <input checked="" type="checkbox"/> |                                     |
| 5. Adaptive behavior: Could client ever perform self care activities?              | <input checked="" type="checkbox"/> |                                     |
| - Did he/she help care for spouse/parents/children?                                | <input checked="" type="checkbox"/> |                                     |
| - Was client ever able to cook and perform household duties?                       | <input checked="" type="checkbox"/> |                                     |
| - Was client gainfully employed? If not, explain in Comments Section.              | <input checked="" type="checkbox"/> |                                     |
| - Did client have driver's license?                                                | <input checked="" type="checkbox"/> |                                     |
| 6. Cognitive Functioning:                                                          |                                     | <input checked="" type="checkbox"/> |
| - Memory: Does client remember what he/she had for breakfast or lunch?             | <input checked="" type="checkbox"/> |                                     |
| - Simple math: Can client add 12 + 8?                                              |                                     | <input checked="" type="checkbox"/> |
| - Concept formation: Can client describe the difference between a fish and dog?    | <input checked="" type="checkbox"/> |                                     |

7. Comments: \_\_\_\_\_

II. SCREENING FOR MENTAL ILLNESS INDICATORS:

1. Diagnosis of mental illness: No ☒ Yes ☐ Diagnosis: NA

2. History of psychiatric hospitalization within previous two years. (Give dates of treatment) If no hospitalization, indicate here: NA

   to    to    to    to    to   

3. Current behavioral indicators:

|                        |     |                                  |
|------------------------|-----|----------------------------------|
| Attempted suicide      | ___ | Unrealistic fear of strangers    |
| Assaultive             | ___ | Self-mutilation                  |
| Incessant loud talking | ___ | Combative                        |
| Uncooperative          | ___ | Social isolation                 |
| Hostile                | ___ | Destruction of property          |
|                        |     | <u>None of these indicators:</u> |

4. Comments: (Include explanation of major symptoms): \_\_\_\_\_

PC6422/10265  
02/03/2011

DEHYDRATION/FLUID MAINTENANCE  
Page 3

nh3685a  
17:05

NAME: Thompson, Wade

ARD: 2/02/2011 TYPE: Adm/5Day/No/No/NotDC

INPUT FROM RESIDENT AND/OR FAMILY/REPRESENTATIVE REGARDING THE CARE AREA.  
(QUESTIONS/COMMENTS/CONCERNS/PREFERENCES/SUGGESTIONS):

ANALYSIS OF FINDINGS: REVIEW INDICATORS & SUPPORTING DOCUMENTATION, & DRAW CONCLUSIONS.  
DOCUMENT: DESCRIPTION OF THE PROBLEM, CAUSES AND CONTRIBUTING FACTORS;  
& RISK FACTORS RELATED TO THE CARE AREA:

Resident is at risk for dehydration due to dx of  
constipation, depression, + AIZ, which could  
he also has dx of hypertensive CKD + h/o CVA which  
also could contribute to dehydration

REFERRAL(S) TO ANOTHER DISCIPLINE(S) IS WARRANTED (TO WHOM AND WHY):

CARE PLAN DECISION:

ADDRESS ☒

DO NOT ADDRESS ☐

DOCUMENT REASON(S) CARE PLAN WILL/WILL NOT BE DEVELOPED:

will proceed to care plan to monitor resident  
for dehydration since he is at risk for  
developing it.

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HEALTH INFORMATION

NHC 0302

PC5172/10265  
01/28/2011

Interim Patient Care Plan  
Page 13

nh3685a  
11:18

Name: Thompson, Wade

MR#: 3889

Admission: 1/26/2011 Care Plan Date: 1/26/2011 MD: Sherman, Richard L

12 \*\* PROBLEM PRIORITY NUMBER \*\*

02651 Altered Food/Fluid needs as related to diagnosis of  
Bradycardia, Dementia, Alzheimer's, Depression, HTN, PMH, BPH,  
HYPOTHYROIDISM, GI Bleed, A-FIB. Resident at risk for weight  
loss in the future.

\*\* GOAL \*\*

MR. THOMPSON will be encouraged to consume >75% of  
meals/fluids/snacks to meet estimated needs and show no  
signs of significant weight loss through:

2/28/11

\*\* APPROACHES \*\*

02027 Diet As Ordered .....REGULAR

Dty

02671 Assess food preferences & provide when possible

Dty

03048 Monitor nutritional intake

Dty

02690 Monitor for weight loss/gain

Dty

00061 Provide foods high in bulk and fiber via diet

Dty

00062 Provide fruit juice at least daily

Dty

02592 Hydration therapy program

Dty

00807 Offer substitutes/alternatives if resident is not eating

Dty

02107 Provide/Encourage Extra Fluids

Dty

02685 Encourage good intake of diet, supplements, fluid

Dty

02056 Lab As Ordered/Monitor

Dty

00801 Allow to eat at own pace

Dty

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HEALTH INFORMATION

NHC 0359

PC5172/10265  
02/14/2011

Complete Patient Care Plan  
Page 12

nh3685a  
15:45

Name: Thompson, Wade

MR#: 3889

Admission: 1/26/2011 Care Plan Date: 2/14/2011 MD: Sherman, Richard L

\*\* PROBLEM 00108 Potential ... CONTINUED \*\*

00869 Keep linens clean and dry

Nsg

00870 Keep skin lubricated with lotion

Nsg

00871 Keep body in proper alignment - turn as needed

Nsg

00872 Encourage fluid intake daily

Nsg

00873 Monitor lab values

Nsg Rec  
Dty

00874 Notify MD as needed

Nsg Dty

00875 Weekly body audits and document condition of skin and oral  
mucosa

Nsg

00876 Monitor nutritional intake

Nsg

Nsg Dty

CAA(S) PROCEEDED: PRESSURE ULCER(S)

\*\*\*\*\*

09 \*\* PROBLEM PRIORITY NUMBER \*\*

02651 Altered Food/Fluid needs as related to diagnosis of  
Bradycardia, Dementia, Alzheimer's, Depression, HTN, PMH, BPH,  
Hypothyroidism, GI Bleed, A-FIB, H/O CVA, Constipation,  
Recurrent UTI. Has had some weight gain since admit and BMI  
wnl. P.O. intake has been fairly good since admit. Triggered  
for Normal nutritional status.

\*\* GOAL \*\*

Mr. Thompson will be encouraged to consume >75% of  
meals/fluids/snacks to meet estimated needs and show no  
signs of significant weight loss through:

5/14/11

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HEALTH INFORMATION

NHC 0373

**PT DAILY TREATMENT NOTE**

3685 - NHC HealthCare Mauldin

|                                     |                                        |                         |              |
|-------------------------------------|----------------------------------------|-------------------------|--------------|
| PATIENT Wade Thompson               | ID 3889                                | PAYOR Medicare Part A   | PAGE 1       |
| PHYSICIAN Sherman, Richard          | MED DX 427.89 CARDIAC DYSRHYTHMIAS NEC |                         | January 2011 |
| TREATMENT DX1 DIFFICULTY IN WALKING |                                        | TREATMENT DX2           |              |
| START OF CARE 01/27/2011            | END OF CARE                            | MED DX ONSET 01/22/2011 |              |

| DATE                                                                                |      | 01/23/2011 | 01/24/2011 | 01/25/2011 | 01/26/2011 | 01/27/2011 | 01/28/2011 | 01/29/2011 |
|-------------------------------------------------------------------------------------|------|------------|------------|------------|------------|------------|------------|------------|
| CPT Codes                                                                           |      | Sunday     | Monday     | Tuesday    | Wednesday  | Thursday   | Friday     | Saturday   |
| 97001 Physical Therapy Evaluation                                                   | QTY  |            |            |            |            | 1          |            |            |
|                                                                                     | MIN  |            |            |            |            | 16         |            |            |
|                                                                                     | MOD  |            |            |            |            | [NA]       |            |            |
|                                                                                     | MOD  |            |            |            |            |            |            |            |
|                                                                                     | INIT |            |            |            |            | AS         |            |            |
| 97110 Therapeutic Exercise - develop strength and endurance, ROM and flexibility    | QTY  |            |            |            |            | 1          | 1          |            |
|                                                                                     | MIN  |            |            |            |            | 28         | 22         |            |
|                                                                                     | MOD  |            |            |            |            | [NA]       | -59        |            |
|                                                                                     | MOD  |            |            |            |            |            |            |            |
|                                                                                     | INIT |            |            |            |            | AS         | AS         |            |
| 97116 Gait Training - includes stair climbing, transfers related to gait            | QTY  |            |            |            |            | 1          | 1          | 0          |
|                                                                                     | MIN  |            |            |            |            | 12         | 16         | 5          |
|                                                                                     | MOD  |            |            |            |            | -59        | -59        | -59        |
|                                                                                     | MOD  |            |            |            |            |            |            |            |
|                                                                                     | INIT |            |            |            |            | AS         | AS         | KO         |
| 97150 Group treatment (2 or more individuals)                                       | QTY  |            |            |            |            |            |            | 1          |
|                                                                                     | MIN  |            |            |            |            |            |            | 40         |
|                                                                                     | MOD  |            |            |            |            |            |            | [NA]       |
|                                                                                     | MOD  |            |            |            |            |            |            |            |
|                                                                                     | INIT |            |            |            |            |            |            | KO         |
| 97530 Therapeutic Activities - dynamic activities to improve functional performance | QTY  |            |            |            |            | 1          | 1          |            |
|                                                                                     | MIN  |            |            |            |            | 9          | 14         |            |
|                                                                                     | MOD  |            |            |            |            | [NA]       | -59        |            |
|                                                                                     | MOD  |            |            |            |            |            |            |            |
|                                                                                     | INIT |            |            |            |            | AS         | AS         |            |
| TOTAL MIN.                                                                          |      |            |            |            |            |            |            |            |
| COUNTER INITIALS                                                                    |      |            |            |            |            |            |            |            |

Date: 01/29/2011  
 97150 Electronically Signed by Therapist: Kara Orr, PT (4337) (01/29/2011)  
 Note: Group therapy provided to 2 patients for improvement in BLE strength, endurance, and transfer ability.

|                                      |          |                                      |          |                                      |          |
|--------------------------------------|----------|--------------------------------------|----------|--------------------------------------|----------|
| Rehab Personnel Electronic Signature | Initials | Rehab Personnel Electronic Signature | Initials | Rehab Personnel Electronic Signature | Initials |
| Ashley Siena, PT (5273)              | AS       | Kara Orr, PT (4337)                  | KO       |                                      |          |

Thompson, Wade: Room 124 - PT Daily Treatment Note

Run Date: Monday, January 31 2011, 04:08 AM

CONFIDENTIAL PROTECTED  
HEALTH INFORMATION

NHC 0390



# Physical Therapy Progress Report

NHC HealthCare Mauldin

01/27/2011 - 02/02/2011

|                                     |                                        |                         |
|-------------------------------------|----------------------------------------|-------------------------|
| PATIENT Wade Thompson               | ID 3889                                | PAYOR Medicare Part A   |
| PHYSICIAN Richard Sherman           | MED DX 427.89 CARDIAC DYSRHYTHMIAS NEC |                         |
| TREATMENT DX1 DIFFICULTY IN WALKING |                                        | TREATMENT DX2           |
| START OF CARE 01/27/2011            | END OF CARE                            | MED DX ONSET 01/22/2011 |

Patient was seen this period by skilled PT services 6 sessions.

Patient's progress is as follows:

| GOAL TOPIC                    | CURRENT                                                                                                                                                                                                                           | PREVIOUS                                                                                                                                                                                                                                                                    | TARGET GOAL                                                                                                                                                                                                                           |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Activity Tolerance: General   | The patient actively participates in 5 minutes of graded therapeutic activities influenced by fatigue.                                                                                                                            | The patient actively participates in 3 minutes of graded therapeutic activities influenced by SOB and fatigue.                                                                                                                                                              | The patient will actively participate for 10 minutes of graded therapeutic activities due to an improvement in fatigue influenced by decrease SOB in order to increase level of independence.                                         |
| Bed Mobility - Supine <=> Sit | The patient is able to safely transition from supine <=> sitting position requiring supervision (needs verbal cueing but no physical assist).                                                                                     | The patient is able to safely transition from supine <=> sitting position requiring stand by assistance (close enough to reach patient if assist needed) with verbal instruction/cues.                                                                                      | The patient will safely transition from supine <=> sitting position increasing to modified independence (assistive device or extra time needed).                                                                                      |
| Gait Tasks: Distance-Surfaces | The patient ambulates 150 feet on level surfaces and on carpet requiring supervision (needs verbal cueing but no physical assist) with rolling walker with verbal instruction/cues for safety. Patient with varied pace at times. | The patient ambulates 80 feet on level surfaces and on carpet requiring contact guard assist (contact with patient due to unsteadiness) with rolling walker with verbal instruction/cues for safety. Patient required cues for rolling walker usage. Patient has slow pace. | The patient will progress during gait training to 150 feet on level surfaces and on carpet requiring modified independence (assistive device or extra time needed) with rolling walker in order to improve ambulation in environment. |
| Strength: General             | The patient demonstrates muscle strength of 4+/5 good minus (full ROM against gravity and minimal resistance) of B LE.                                                                                                            | The patient demonstrates muscle strength of 3+/5 fair plus (full ROM against gravity and takes minimal resistance but then breaks suddenly) of B LE.                                                                                                                        | The patient will improve muscle strength to 4+/5 good plus (full ROM against and takes moderate to strong resistance) of B LE in order to decrease burden of care.                                                                    |
| Transfer: Sit <=> Stand       | The patient is able to safely transition from sit <=> stand requiring supervision (needs verbal cueing but no physical assist).                                                                                                   | The patient is able to safely transition from sit <=> stand requiring contact guard assist (contact with patient due to unsteadiness).                                                                                                                                      | The patient will safely transfer from sitting <=> standing increasing to independence (0% assist, no assistive device or extra time needed).                                                                                          |

Patient continues to require skilled PT services to focus on:

- 97110 - Therapeutic Exercise - develop strength and endurance, ROM and flexibility
- 97116 - Gait Training - includes stair climbing, transfers related to gait
- 97150 - Group treatment (2 or more individuals)
- 97530 - Therapeutic Activities - dynamic activities to improve functional performance

**Long Term Goal:** Ambulate 300 feet with least restrictive device at mod I level on uneven and even terrain. Ascend/descend 6 stairs with rails at Mod I level. Improve standing balance to G+ to perform gait tasks. Increase functional activity tolerance to 10 in order to perform gait and balance tasks. Perform transfers to level surfaces with Independent level.

**Precautions:** Balance precautions include using rollator for all ambulation.

**Evidence of Skilled Service:** Focus on gait skills and higher level balance tasks. Progressive resistance ther ex with 2lbs bilateral with seated and standing exercises.

**Caregiver Education:** Patient observed ambulating the hallway without assist. Patient encouraged to have someone with him secondary to imbalance and unsteadiness at times.

**Response to Treatment:** Patient requires rest breaks and cues for form with exercises. Improvement in activity tolerance allows patient to tolerate higher levels of challenges in balance tasks.

**Remarks:** 1/29/11: Group therapy provided to 2 patients for improvement in Bilateral LE strength, endurance, and transfer ability.

**Discharge Plans:** Patient will return home

**Reason for Continuation:** Continued evaluation/assessment required for treatment plan modifications. Continued safety concerns with gait and higher level balance tasks.

Electronically Signed by Therapist: Ashley Stiens, PT (5373)

Date: 02/02/2011

Thompson, Wade: Room 124 - Physical Therapy Progress Report

Run Date: Wednesday, February 02, 2011 12:41 PM

Page 1

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HEALTH INFORMATION

NHC 0391

**PT DAILY TREATMENT NOTE**

3685 - NHC HealthCare Mauldin

|                                     |                                        |                         |               |
|-------------------------------------|----------------------------------------|-------------------------|---------------|
| PATIENT Wade Thompson               | ID 3889                                | PAYOR Medicare Part A   | PAGE 1        |
| PHYSICIAN Sherman, Richard          | MED DX 427.89 CARDIAC DYSRHYTHMIAS NEC |                         | February 2011 |
| TREATMENT DX1 DIFFICULTY IN WALKING | TREATMENT DX2                          |                         |               |
| START OF CARE 01/27/2011            | END OF CARE                            | MED DX ONSET 01/22/2011 |               |

| DATE                                                                                |      | 01/30/2011 | 01/31/2011 | 02/01/2011 | 02/02/2011 | 02/03/2011 | 02/04/2011 | 02/05/2011 |
|-------------------------------------------------------------------------------------|------|------------|------------|------------|------------|------------|------------|------------|
| CPT Codes                                                                           |      | Sunday     | Monday     | Tuesday    | Wednesday  | Thursday   | Friday     | Saturday   |
| 97110 Therapeutic Exercise - develop strength and endurance, ROM and flexibility    | QTY  |            | 3          | 2          | 3          | 2          | 2          |            |
|                                                                                     | MIN  |            | 38         | 25         | 38         | 30         | 23         |            |
|                                                                                     | MOD  |            | [NA]       | [NA]       | -59        | [NA]       | -59        |            |
|                                                                                     | MOD  |            |            |            |            |            |            |            |
|                                                                                     | INIT |            | AS         | AS         | AS         | AS         | KO         |            |
| 97116 Gait Training - includes stair climbing, transfers related to gait            | QTY  |            | 1          | 1          | 1          | 1          |            |            |
|                                                                                     | MIN  |            | 18         | 12         | 10         | 13         |            |            |
|                                                                                     | MOD  |            | -59        | -59        | -59        | -59        |            |            |
|                                                                                     | MOD  |            |            |            |            |            |            |            |
|                                                                                     | INIT |            | AS         | AS         | AS         | AS         |            |            |
| 97150 Group treatment (2 or more individuals)                                       | QTY  |            |            |            |            |            | 1          |            |
|                                                                                     | MIN  |            |            |            |            |            | 28         |            |
|                                                                                     | MOD  |            |            |            |            |            | [NA]       |            |
|                                                                                     | MOD  |            |            |            |            |            |            |            |
|                                                                                     | INIT |            |            |            |            |            | KO         |            |
| 97530 Therapeutic Activities - dynamic activities to improve functional performance | QTY  |            | 1          | 1          | 1          | 1          |            |            |
|                                                                                     | MIN  |            | 12         | 16         | 22         | 12         |            |            |
|                                                                                     | MOD  |            | [NA]       | [NA]       | -59        | [NA]       |            |            |
|                                                                                     | MOD  |            |            |            |            |            |            |            |
|                                                                                     | INIT |            | AS         | AS         | AS         | AS         |            |            |
| TOTAL MIN.                                                                          |      |            |            |            |            |            |            |            |
| COUNTER INITIALS                                                                    |      |            |            |            |            |            |            |            |

Date: 02/04/2011

97150 Electronically Signed by Therapist: Kara Orr, PT (4337) (02/04/2011)

Note: Group therapy provided to 2 patients for improvement in B LE strength, endurance, and standing balance.

CONFIDENTIAL PROTECTED  
HEALTH INFORMATION

|                                      |          |                                      |          |                                      |          |
|--------------------------------------|----------|--------------------------------------|----------|--------------------------------------|----------|
| Rehab Personnel Electronic Signature | Initials | Rehab Personnel Electronic Signature | Initials | Rehab Personnel Electronic Signature | Initials |
| Ashley Stiene, PT (5373)             | AS       | Kara Orr, PT (4337)                  | KO       |                                      |          |

Thompson, Wade: Room 124 - PT Daily Treatment Note

Run Date: Monday, February 07 2011, 04:08 AM

NHC 0392

# **NHC HealthCare Mauldin**

02/09/2011

|                                            |                                               |                                |
|--------------------------------------------|-----------------------------------------------|--------------------------------|
| <b>PATIENT</b> Wade Thompson               | <b>ID</b> 3889                                | <b>PAYOR</b> Medicare Part A   |
| <b>PHYSICIAN</b> Richard Sherman           | <b>MED DX</b> 427.89 CARDIAC DYSRHYTHMIAS NEC |                                |
| <b>TREATMENT DX1</b> DIFFICULTY IN WALKING | <b>TREATMENT DX2</b>                          |                                |
| <b>START OF CARE</b> 01/27/2011            | <b>END OF CARE</b>                            | <b>MED DX ONSET</b> 01/22/2011 |

Patient was seen this period by skilled PT services 5 sessions.

Patient's progress is as follows:

| GOAL TOPIC                       | CURRENT                                                                                                                                                                                        | PREVIOUS                                                                                                                                                                                                                          | TARGET GOAL                                                                                                                                                                                                                                                                 |
|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Activity Tolerance:<br>General   | The patient actively participates in 5 minutes of graded therapeutic activities influenced by fatigue.                                                                                         | The patient actively participates in 5 minutes of graded therapeutic activities influenced by fatigue.                                                                                                                            | The patient will actively participate for 10 minutes of graded therapeutic activities due to an improvement in fatigue influenced by decrease SOB in order to increase level of independence.                                                                               |
| Bed Mobility -<br>Supine <-> Sit | The patient is able to safely transition from supine <-> sitting position requiring modified independence (assistive device or extra time needed).                                             | The patient is able to safely transition from supine <-> sitting position requiring supervision (needs verbal cueing but no physical assist).                                                                                     | <b>**GOAL Upgraded on 2/9/2011**</b> The patient will safely transition from supine <-> sitting position increasing to independence (0% assist, no assistive device or extra time needed).                                                                                  |
| Gait Tasks:<br>Distance-Surfaces | The patient ambulates 175 feet on level surfaces and on carpet requiring supervision (needs verbal cueing but no physical assist) with rolling walker with verbal instruction/cues for safety. | The patient ambulates 150 feet on level surfaces and on carpet requiring supervision (needs verbal cueing but no physical assist) with rolling walker with verbal instruction/cues for safety. Patient with varied pace at times. | <b>**GOAL Upgraded on 2/10/2011**</b> The patient will progress during gait training to 300 feet on level surfaces and on carpet requiring modified independence (assistive device or extra time needed) with rolling walker in order to improve ambulation in environment. |
| Strength:<br>General             | The patient demonstrates muscle strength of 4-/5 good minus (full ROM against gravity and minimal resistance) of B LE.                                                                         | The patient demonstrates muscle strength of 4-/5 good minus (full ROM against gravity and minimal resistance) of B LE.                                                                                                            | The patient will improve muscle strength to 4+/5 good plus (full ROM against and takes moderate to strong resistance) of B LE in order to decrease burden of care.                                                                                                          |
| Transfer:<br>Sit <-> Stand       | The patient is able to safely transition from sit <-> stand requiring supervision (needs verbal cueing but no physical assist).                                                                | The patient is able to safely transition from sit <-> stand requiring supervision (needs verbal cueing but no physical assist).                                                                                                   | The patient will safely transfer from sitting <-> standing increasing to independence (0% assist, no assistive device or extra time needed).                                                                                                                                |

Patient continues to require skilled PT services to focus on:

- 97110 - Therapeutic Exercise - develop strength and endurance, ROM and flexibility
- 97116 - Gait Training - Includes stair climbing, transfers related to gait
- 97150 - Group treatment (2 or more individuals)
- 97530 - Therapeutic Activities - dynamic activities to improve functional performance

**Long Term Goal:** Ambulate 300 feet with least restrictive device at mod I level on uneven and even terrain. Ascend/descend 6 stairs with rails at Mod I level. Improve standing balance to G+ to perform gait tasks. Increase functional activity tolerance to 10 in order to perform gait and balance tasks. Perform transfers to level surfaces with Independent level.

**Precautions:** Balance precautions include using rollator for all ambulation..

**Evidence of Skilled Service:** Pt training for safe ambulation and transfers as required in discharge location. Nustep Level 3 x 15 min, B LE ther ex (seated and standing) 2# x 40 reps, standing balance tasks.

**Caregiver Education:** Education continued with pt focusing on safety while ambulating. Pt is aware that he should be supervised while ambulating outside of room until balance and endurance increase.

**Response to Treatment:** Cooperative with POC. Allowing frequent rest breaks to reduce fatigue and to promote hydration. Continuing to focus on activity endurance.

**Remarks:** 2/4- Group therapy provided to 2 patients for improvement in B LE strength, endurance and standing balance. 2/9- Upgraded supine to sit goal to independent.

**Discharge Plans:** Pt plans to return home with family upon discharge.

**Reason for Continuation:** Continued evaluation/assessment required for treatment plan modifications. Continues to requires skilled tx for safety with ambulation, transfers and balance.

Electronically Signed by Therapist: Lauren White, PTA (2190)

Date: 02/09/2011

Electronically Counter Signed By: Ashley Stiens, PT (5373)

Date: 02/10/2011

Thompson, Wade: Room 118 - Physical Therapy Progress Report

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HEALTH INFORMATION

Run Date: Thursday, February 10, 2011 01:41 PM

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NHC 0393

Physical Therapy Progress Rep

NHC HealthCare Mauldin

02/03/2011 - 02/09/2011

|               |                       |             |                                 |               |                 |
|---------------|-----------------------|-------------|---------------------------------|---------------|-----------------|
| PATIENT       | Wade Thompson         | ID          | 3889                            | PAYOR         | Medicare Part A |
| PHYSICIAN     | Richard Sherman       | MED DX      | 427.89 CARDIAC DYSRHYTHMIAS NEC |               |                 |
| TREATMENT DX1 | DIFFICULTY IN WALKING |             |                                 | TREATMENT DX2 |                 |
| START OF CARE | 01/27/2011            | END OF CARE |                                 | MED DX ONSET  | 01/22/2011      |

Patient was seen this period by skilled PT services 5 sessions.

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HEALTH INFORMATION

Thompson, Wade: Room 118 - Physical Therapy Progress Report

Run Date: Thursday, February 10, 2011 01:41 PM  
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NHC 0394

**NHC HealthCare Mauldin**

02/16/2011

|                                     |                                        |                         |
|-------------------------------------|----------------------------------------|-------------------------|
| PATIENT Wade Thompson               | ID 3889                                | PAYOR Medicare Part A   |
| PHYSICIAN Richard Sherman           | MED DX 427.89 CARDIAC DYSRHYTHMIAS NEC |                         |
| TREATMENT DX1 DIFFICULTY IN WALKING | TREATMENT DX2                          |                         |
| START OF CARE 01/27/2011            | END OF CARE                            | MED DX ONSET 01/22/2011 |

Patient was seen this period by skilled PT services 5 sessions.

Patient's progress is as follows:

| GOAL TOPIC                       | CURRENT                                                                                                                                                                                                                                                                                              | PREVIOUS                                                                                                                                                                                       | TARGET GOAL                                                                                                                                                                                                                           |
|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Activity Tolerance:<br>General   | The patient actively participates in 10 minutes of graded therapeutic activities influenced by SOB and fatigue.                                                                                                                                                                                      | The patient actively participates in 5 minutes of graded therapeutic activities influenced by fatigue.                                                                                         | The patient will actively participate for 10 minutes of graded therapeutic activities due to an improvement in fatigue influenced by decrease SOB in order to increase level of independence.                                         |
| Bed Mobility -<br>Supine <> Sit  | <b>**GOAL MET - DC'd on 2/16/2011**</b> The patient is able to safely transition from supine <> sitting position requiring independence (0% assist, no assistive device or extra time needed).                                                                                                       | The patient is able to safely transition from supine <> sitting position requiring modified independence (assistive device or extra time needed).                                              | <b>**GOAL MET - DC'd on 2/16/2011**</b> The patient will safely transition from supine <> sitting position increasing to independence (0% assist, no assistive device or extra time needed).                                          |
| Gait Tasks:<br>Distance-Surfaces | The patient ambulates 200 feet on level surfaces and on carpet requiring supervision (needs verbal cueing but no physical assist) with rollator with initiation cue, verbal instruction/cues for safety and cues to maintain consistent pace. Patient needs occasional cues to focus on environment. | The patient ambulates 175 feet on level surfaces and on carpet requiring supervision (needs verbal cueing but no physical assist) with rolling walker with verbal instruction/cues for safety. | The patient will progress during gait training to 300 feet on level surfaces and on carpet requiring modified independence (assistive device or extra time needed) with rolling walker in order to improve ambulation in environment. |
| Strength:<br>General             | The patient demonstrates muscle strength of 4/5 good (full ROM against gravity and moderate resistance) of bilateral LE.                                                                                                                                                                             | The patient demonstrates muscle strength of 4-/5 good minus (full ROM against gravity and minimal resistance) of B LE.                                                                         | The patient will improve muscle strength to 4+/5 good plus (full ROM against and takes moderate to strong resistance) of B LE in order to decrease burden of care.                                                                    |
| Transfer:<br>Sit <> Stand        | The patient is able to safely transition from sit <> stand requiring set-up (assist for device retrieval or modification of environment).                                                                                                                                                            | The patient is able to safely transition from sit <> stand requiring supervision (needs verbal cueing but no physical assist).                                                                 | The patient will safely transfer from sitting <> standing increasing to independence (0% assist, no assistive device or extra time needed).                                                                                           |

Patient continues to require skilled PT services to focus on:

- 97110 - Therapeutic Exercise - develop strength and endurance, ROM and flexibility
- 97116 - Gait Training - Includes stair climbing, transfers related to gait
- 97150 - Group treatment (2 or more individuals)
- 97530 - Therapeutic Activities - dynamic activities to improve functional performance

**Long Term Goal:** Ambulate 300 feet with least restrictive device at mod I level on uneven and even terrain. Ascend/descend 6 stairs with rails at Mod I level. Improve standing balance to G+ to perform gait tasks. Increase functional activity tolerance to 10 in order to perform gait and balance tasks. Perform transfers to level surfaces with independent level.

**Precautions:** Balance precautions include using rollator for all ambulation..

**Evidence of Skilled Service:** Assessed gait, balance and transfers. Patient training for safe ambulation and transfers as required in discharge location. Decision making related to appropriate progression of treatment. Designed and implemented exercise program. Graded therapeutic activity to improve ADL independence. Increased balance challenge to varied terrain and heights. Instructed patient in breathing techniques, pacing and energy conservation.

**Caregiver Education:** Patient educated on pacing with device and consistent pace. Patient requires occasional cues. Patient educated on breathing techniques and energy conservation. Patient demonstrates proper understanding.

**Response to Treatment:** Patient with improved tolerance to exercise and balance program with fewer rest breaks required.

**Remarks:** Patient will discharge in next 1 to 2 weeks as goals of Mod I are reached.

**Discharge Plans:** Home with family at mod I level.

**Reason for Continuation:** Continued evaluation/assessment required for treatment plan modifications. Continued Impaired safety with dynamic balance tasks at varied levels. Displayed marked improvements in strength.

Electronically Signed by Therapist: Ashley Stiens, PT (5373)

Date: 02/16/2011

118

PT DAILY TREATMENT NOTE

3685 - NHC HealthCare Mauldin

|                                     |                                        |                         |               |
|-------------------------------------|----------------------------------------|-------------------------|---------------|
| PATIENT Wade Thompson               | ID 3889                                | PAYOR Medicare Part A   | PAGE 1        |
| PHYSICIAN Sherman, Richard          | MED DX 427.89 CARDIAC DYSRHYTHMIAS NEC |                         | February 2011 |
| TREATMENT DX1 DIFFICULTY IN WALKING |                                        | TREATMENT DX2           |               |
| START OF CARE 01/27/2011            | END OF CARE                            | MED DX ONSET 01/22/2011 |               |

| DATE                                                                                |      | 02/13/2011 | 02/14/2011 | 02/15/2011 | 02/16/2011 | 02/17/2011 | 02/18/2011 | 02/19/2011 |
|-------------------------------------------------------------------------------------|------|------------|------------|------------|------------|------------|------------|------------|
| CPT Codes                                                                           |      | Sunday     | Monday     | Tuesday    | Wednesday  | Thursday   | Friday     | Saturday   |
| 97110 Therapeutic Exercise - develop strength and endurance, ROM and flexibility    | QTY  |            | 2          | 2          | 2          | 1          | 1          |            |
|                                                                                     | MIN  |            | 22         | 41         | 32         | 20         | 22         |            |
|                                                                                     | MOD  |            | [NA]       | [NA]       | -59        | [NA]       | -59        |            |
|                                                                                     | MOD  |            |            |            |            |            |            |            |
|                                                                                     | INIT |            | AS         | AS         | AS         | KA         | AS         |            |
| 97116 Gait Training - includes stair climbing, transfers related to gait            | QTY  |            | 1          | 1          | 0          | 1          |            |            |
|                                                                                     | MIN  |            | 17         | 12         | 8          | 15         |            |            |
|                                                                                     | MOD  |            | -59        | -59        | -59        | [NA]       |            |            |
|                                                                                     | MOD  |            |            |            |            |            |            |            |
|                                                                                     | INIT |            | AS         | AS         | AS         | KA         |            |            |
| 97150 Group treatment (2 or more individuals)                                       | QTY  |            |            |            |            |            | 1          |            |
|                                                                                     | MIN  |            |            |            |            |            | 30         |            |
|                                                                                     | MOD  |            |            |            |            |            | [NA]       |            |
|                                                                                     | MOD  |            |            |            |            |            |            |            |
|                                                                                     | INIT |            |            |            |            |            | AS         |            |
| 97530 Therapeutic Activities - dynamic activities to improve functional performance | QTY  |            | 1          | 1          | 1          |            |            |            |
|                                                                                     | MIN  |            | 21         | 8          | 10         |            |            |            |
|                                                                                     | MOD  |            | [NA]       | [NA]       | -59        |            |            |            |
|                                                                                     | MOD  |            |            |            |            |            |            |            |
|                                                                                     | INIT |            | AS         | AS         | AS         |            |            |            |
| TOTAL MIN.                                                                          |      |            |            |            |            |            |            |            |
| COUNTER INITIALS                                                                    |      |            |            |            |            |            |            |            |

Date: 02/18/2011  
 97110 Electronically Signed by Therapist: Ashley Stens, PT (5373) (02/18/2011)  
 Note: Patient c/o increase dizziness this date.  
 97150 Electronically Signed by Therapist: Ashley Stens, PT (5373) (02/18/2011)  
 Note: Group therapy provided to 2 patients with focus on LE strengthening.

|                                      |          |                                      |          |                                      |          |
|--------------------------------------|----------|--------------------------------------|----------|--------------------------------------|----------|
| Rehab Personnel Electronic Signature | Initials | Rehab Personnel Electronic Signature | Initials | Rehab Personnel Electronic Signature | Initials |
| Ashley Stens, PT (5373)              | AS       | Kristen Alshouse, PTA (5418)         | KA       |                                      |          |

Thompson, Wade: Room 118 - PT Daily Treatment Note

Run Date: Monday, February 21 2011, 04:24 AM

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HEALTH INFORMATION

NHC 0396

# **NHC HealthCare Mauldin**

|                                            |                                               |                                |
|--------------------------------------------|-----------------------------------------------|--------------------------------|
| <b>PATIENT</b> Wade Thompson               | <b>ID</b> 3889                                | <b>PAYOR</b> Medicare Part A   |
| <b>PHYSICIAN</b> Richard Sherman           | <b>MED DX</b> 427.89 CARDIAC DYSRHYTHMIAS NEC |                                |
| <b>TREATMENT DX1</b> DIFFICULTY IN WALKING |                                               | <b>TREATMENT DX2</b>           |
| <b>START OF CARE</b> 01/27/2011            | <b>END OF CARE</b>                            | <b>MED DX ONSET</b> 01/22/2011 |

Patient was seen this period by skilled PT services 5 sessions.

Patient's progress is as follows:

| GOAL TOPIC                       | CURRENT                                                                                                                                                                                                                                                                                                           | PREVIOUS                                                                                                                                                                                                                                                                                             | TARGET GOAL                                                                                                                                                                                                                           |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Activity Tolerance:<br>General   | The patient actively participates in 15 minutes of graded therapeutic activities influenced by SOB and fatigue.                                                                                                                                                                                                   | The patient actively participates in 10 minutes of graded therapeutic activities influenced by SOB and fatigue.                                                                                                                                                                                      | <b>**GOAL Upgraded on 2/24/2011**</b> The patient will actively participate for 20 minutes of graded therapeutic activities due to an improvement in fatigue influenced by decrease SOB in order to increase level of independence.   |
| Gait Tasks:<br>Distance-Surfaces | The patient ambulates 200 feet on level surfaces and on carpet requiring stand by assistance (close enough to reach patient if assist needed) with front wheeled walker with verbal instruction/cues for safety. Pt at times has complained of dizziness with gait requiring moderate assist due to unsteadiness. | The patient ambulates 200 feet on level surfaces and on carpet requiring supervision (needs verbal cueing but no physical assist) with rollator with initiation cue, verbal instruction/cues for safety and cues to maintain consistent pace. Patient needs occasional cues to focus on environment. | The patient will progress during gait training to 300 feet on level surfaces and on carpet requiring modified independence (assistive device or extra time needed) with rolling walker in order to improve ambulation in environment. |
| Strength:<br>General             | The patient demonstrates muscle strength of 4/5 good (full ROM against gravity and moderate resistance) of B LE hip, knee, and ankle                                                                                                                                                                              | The patient demonstrates muscle strength of 4/5 good (full ROM against gravity and moderate resistance) of bilateral LE.                                                                                                                                                                             | The patient will improve muscle strength to 4+/5 good plus (full ROM against and takes moderate to strong resistance) of B LE in order to decrease burden of care.                                                                    |
| Transfer:<br>sit <-> Stand       | The patient is able to safely transition from sit <-> stand requiring set-up (assist for device retrieval or modification of environment).                                                                                                                                                                        | The patient is able to safely transition from sit <-> stand requiring set-up (assist for device retrieval or modification of environment).                                                                                                                                                           | The patient will safely transfer from sitting <-> standing increasing to independence (0% assist, no assistive device or extra time needed).                                                                                          |

Patient continues to require skilled PT services to focus on:

97110 - Therapeutic Exercise - develop strength and endurance, ROM and flexibility

97116 - Gait Training - includes stair climbing, transfers related to gait

97150 - Group treatment (2 or more individuals)

97530 - Therapeutic Activities - dynamic activities to improve functional performance

**Long Term Goal:** Ambulate 300 feet with least restrictive device at mod I level on uneven and even terrain. Ascend/descend 6 stairs with rails at Mod I level. Improve standing balance to G+ to perform gait tasks. Increase functional activity tolerance to 10 in order to perform gait and balance tasks. Perform transfers to level surfaces with Independent level.

**Precautions:** Balance precautions include using rollator for all ambulation..

**Evidence of Skilled Service:** Pt still working on safety with gait and transfers. Pt needs to be independent with gait and transfers to be discharged home. Pt needs to increase balance with higher level activities without cues or symptoms of dizziness. Educating pt on energy conservation with gait.

**Caregiver Education:** Pt educated on energy conservation with gait and standing exercises. Pt educated on safety of slow steady gait versus fast gait.

**Response to Treatment:** Pt complains of dizziness with gait and standing exercises every treatment.

**Remarks:** Blood pressure after 30 minutes of gait and standing of 115/72. After 5 minutes of sitting BP up to 127/78/18/11: Group therapy provided to 2 patients with focus on LE Strengthening. 2/22/11: Patient reports falling in his room in the AM while walking in his room. Patient stated he got up on his own. Nsg notified. Patient to have neurologist appointment this week.

**Discharge Plans:** Home with family at Independent level.

**Reason for Continuation:** Pt with continued impaired safety with dynamic balance tasks at various levels. Pt not consistent with steadiness with gait secondary to dizzy episodes.

Electronically Signed by Therapist: Kristen Aleshire, PTA (1419)

Date: 02/23/2011

Electronically Counter Signed By: Ashley Stiens, PT (5373)

Date: 02/24/2011

Thompson, Wade: Room 118 - Physical Therapy Progress Report

Run Date: Thursday, February 24, 2011 05:58 AM

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CONFIDENTIAL PROTECT  
HEALTH INFORMATION

NHC 0397

# Physical Therapy Progress Report

NHC HealthCare Mauldin

02/17/2011 - 02/23/2011

|                                     |                                        |                         |
|-------------------------------------|----------------------------------------|-------------------------|
| PATIENT Wade Thompson               | ID 3889                                | PAYOR Medicare Part A   |
| PHYSICIAN Richard Sherman           | MED DX 427.89 CARDIAC DYSRHYTHMIAS NEC |                         |
| TREATMENT DX1 DIFFICULTY IN WALKING |                                        | TREATMENT DX2           |
| START OF CARE 01/27/2011            | END OF CARE                            | MED DX ONSET 01/22/2011 |

Patient was seen this period by skilled PT services 5 sessions.

Thompson, Wade: Room 118 - Physical Therapy Progress Report

Run Date: Thursday, February 24, 2011 05:58 AM

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CONFIDENTIAL PROTECT  
HEALTH INFORMATION

NHC 0398



# PT DAILY TREATMENT NOTE

3685 - NHC HealthCare Mauldin

|                                     |                                        |                         |               |
|-------------------------------------|----------------------------------------|-------------------------|---------------|
| PATIENT Wade Thompson               | ID 3889                                | PAYOR Medicare Part A   | PAGE 1        |
| PHYSICIAN Sherman, Richard          | MED DX 427.89 CARDIAC DYSRHYTHMIAS NEC |                         | February 2011 |
| TREATMENT DX1 DIFFICULTY IN WALKING | TREATMENT DX2                          |                         |               |
| START OF CARE 01/27/2011            | END OF CARE                            | MED DX ONSET 01/22/2011 |               |

| DATE                                                                                | 02/20/2011 | 02/21/2011 | 02/22/2011 | 02/23/2011 | 02/24/2011 | 02/25/2011 | 02/26/2011 |
|-------------------------------------------------------------------------------------|------------|------------|------------|------------|------------|------------|------------|
| CPT Codes                                                                           | Sunday     | Monday     | Tuesday    | Wednesday  | Thursday   | Friday     | Saturday   |
| 97110 Therapeutic Exercise - develop strength and endurance, ROM and flexibility    | QTY        | 1          | 2          | 2          | 2          | 3          |            |
|                                                                                     | MIN        | 28         | 30         | 35         | 34         | 52         |            |
|                                                                                     | MOD        | [NA]       | [NA]       | [NA]       | [NA]       | [NA]       |            |
|                                                                                     | MOD        |            |            |            |            |            |            |
| 97116 Gait Training - includes stair climbing, transfers related to gait            | INIT       | AS         | AS         | KA         | AS         | AS         |            |
|                                                                                     | QTY        | 1          | 0          | 1          | 0          |            |            |
|                                                                                     | MIN        | 10         | 8          | 15         | 8          |            |            |
|                                                                                     | MOD        | -59        | -59        | [NA]       | -59        |            |            |
| 97530 Therapeutic Activities - dynamic activities to improve functional performance | MOD        |            |            |            |            |            |            |
|                                                                                     | INIT       | AS         | AS         | KA         | AS         |            |            |
|                                                                                     | QTY        | 1          | 1          |            | 1          |            |            |
|                                                                                     | MIN        | 10         | 13         |            | 10         |            |            |
|                                                                                     | MOD        | [NA]       | [NA]       |            | [NA]       |            |            |
|                                                                                     | MOD        |            |            |            |            |            |            |
|                                                                                     | INIT       | AS         | AS         |            | AS         |            |            |
|                                                                                     | INIT       |            |            |            |            |            |            |
| TOTAL MIN.                                                                          |            |            |            |            |            |            |            |
| COUNTER INITIALS                                                                    |            |            |            |            |            |            |            |

Date: 02/22/2011

97530 Electronically Signed by Therapist: Ashley Silens, PT (5373) (02/22/2011)

Note: Patient reports falling in his room this AM walking in his room. Patient stated he got up on his own. Nsg notified. Patient with increase c/o dizziness and demonstrating increase difficulty with ambulating. Patient to have neurologist appointment this week.

| Rehab Personnel Electronic Signature | Initials | Rehab Personnel Electronic Signature | Initials | Rehab Personnel Electronic Signature | Initials |
|--------------------------------------|----------|--------------------------------------|----------|--------------------------------------|----------|
| Ashley Silens, PT (5373)             | AS       | Kristen Alashire, PTA (1419)         | KA       |                                      |          |

Thompson, Wade: Room 118 - PT Daily Treatment Note

Run Date: Monday, February 28 2011, 04:15 AM

CONFIDENTIAL PROTECT  
HEALTH INFORMATION

NHC 0399

Physical Therapy Progress Report

NHC HealthCare Mauldin

02/27/2011 - 03/02/2011

|                                     |                                        |                         |
|-------------------------------------|----------------------------------------|-------------------------|
| PATIENT Wade Thompson               | ID 3889                                | PAYOR Medicare Part A   |
| PHYSICIAN Richard Sherman           | MED DX 427.89 CARDIAC DYSRHYTHMIAS NEC |                         |
| TREATMENT DX1 DIFFICULTY IN WALKING |                                        | TREATMENT DX2           |
| START OF CARE 01/27/2011            | END OF CARE                            | MED DX ONSET 01/22/2011 |

Patient was seen this period by skilled PT services 5 sessions.

Patient's progress is as follows:

| GOAL TOPIC                       | CURRENT                                                                                                                                                                                                                                                          | PREVIOUS                                                                                                                                                                                                                                                                                                          | TARGET GOAL                                                                                                                                                                                                                           |
|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Activity Tolerance:<br>General   | The patient actively participates in 18 minutes of graded therapeutic activities influenced by fatigue and SOB.                                                                                                                                                  | The patient actively participates in 15 minutes of graded therapeutic activities influenced by SOB and fatigue.                                                                                                                                                                                                   | The patient will actively participate for 20 minutes of graded therapeutic activities due to an improvement in fatigue influenced by decrease SOB in order to increase level of independence.                                         |
| Gait Tasks:<br>Distance-Surfaces | The patient ambulates 150 feet on level surfaces on carpet requiring contact guard assist (contact with patient due to unsteadiness) with rolling walker with verbal instruction/cues for safety. Patient is unsteady with gait secondary to increase dizziness. | The patient ambulates 200 feet on level surfaces and on carpet requiring stand by assistance (close enough to reach patient if assist needed) with front wheeled walker with verbal instruction/cues for safety. Pt at times has complained of dizziness with gait requiring moderate assist due to unsteadiness. | The patient will progress during gait training to 300 feet on level surfaces and on carpet requiring modified independence (assistive device or extra time needed) with rolling walker in order to improve ambulation in environment. |
| Strength:<br>General             | The patient demonstrates muscle strength of 4/5 good (full ROM against gravity and moderate resistance) of Bilateral LE                                                                                                                                          | The patient demonstrates muscle strength of 4/5 good (full ROM against gravity and moderate resistance) of B LE hip, knee, and ankle                                                                                                                                                                              | The patient will improve muscle strength to 4+/5 good plus (full ROM against and takes moderate to strong resistance) of B LE in order to decrease burden of care.                                                                    |
| Transfer:<br>Sit <-> Stand       | The patient is able to safely transition from sit <-> stand requiring contact guard assist (contact with patient due to unsteadiness) secondary to increase dizziness.                                                                                           | The patient is able to safely transition from sit <-> stand requiring set-up (assist for device retrieval or modification of environment).                                                                                                                                                                        | The patient will safely transfer from sitting <-> standing increasing to independence (0% assist, no assistive device or extra time needed).                                                                                          |

Patient continues to require skilled PT services to focus on:

- 97110 - Therapeutic Exercise - develop strength and endurance, ROM and flexibility
- 97116 - Gait Training - includes stair climbing, transfers related to gait
- 97150 - Group treatment (2 or more individuals)
- 97530 - Therapeutic Activities - dynamic activities to improve functional performance

**Long Term Goal:** Ambulate 300 feet with least restrictive device at mod I level on uneven and even terrain. Ascend/descend 6 stairs with rails at Mod I level. Improve standing balance to G+ to perform gait tasks. Increase functional activity tolerance to 10 in order to perform gait and balance tasks. Perform transfers to level surfaces with Independent level.

**Precautions:** Balance precautions include using rollator for all ambulation.

**Evidence of Skilled Service:** Monitor vitals as indicated by increase dizziness. Balance skills on level surfaces. Ther ex with 2lbs on bilateral LE. Gait and transfer training.

**Caregiver Education:** Patient educated on calling for assist with increase dizziness and using wheelchair for mobility verse ambulating. Patient verbalizes understanding.

**Response to Treatment:** Increase rest breaks with increase periods of dizziness

**Remarks:** Therapy will extend to focus on unsteady gait and impaired balance

**Discharge Plans:** Home with family in approx 1 week.

**Reason for Continuation:** Patient was extended secondary to increase dizziness which has increase unsteadiness with gait and balance. Patient went to Neurologist and some meds were changed and adjusted.

Electronically Signed by Therapist: Ashley Stiens, PT (5373)

Date: 03/02/2011

## CPT LOG - PHYSICAL THERAPY - (GP)

January 2011

3685, NHC HealthCare Main

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|               |                                                                           |               |            |                      |                 |           |                              |               |            |    |   |                     |            |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |     |
|---------------|---------------------------------------------------------------------------|---------------|------------|----------------------|-----------------|-----------|------------------------------|---------------|------------|----|---|---------------------|------------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|-----|
| PATIENT       | Wade Thompson                                                             | ID            | 3889       | PAYOR                | Medicare Part A | PHYSICIAN | Sherman, Richard (162905079) | PAGE          | 1          | OF | 2 |                     |            |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |     |
| MED DX1       | 427.89 CARDIAC DYSRHYTHMIAS NEC                                           | ONSET         | 01/22/2011 | MED DX2              |                 | ONSET     |                              | START OF CARE | 01/27/2011 |    |   |                     |            |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |     |
| TREATMENT DX1 | DIFFICULTY IN WALKING                                                     | TREATMENT DX2 |            | END OF CARE          |                 |           |                              |               |            |    |   |                     |            |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |     |
| ORDER DATE    | 01/27/2011                                                                | POC DATE      | 01/27/2011 | LAST UPDATE POC DATE |                 |           |                              |               |            |    |   | Facility Admit Date | 01/26/2011 |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |     |
| CPT CODE      | CPT CODE DESCRIPTION                                                      | QTY           | 1          | 2                    | 3               | 4         | 5                            | 6             | 7          | 8  | 9 | 10                  | 11         | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | TOTALS |     |
| 97091         | Therapeutic Exercise - standing strength and endurance                    | QTY           |            |                      |                 |           |                              |               |            |    |   |                     |            |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        | 1   |
|               |                                                                           | MIN           |            |                      |                 |           |                              |               |            |    |   |                     |            |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        | 16  |
|               |                                                                           | MOD           |            |                      |                 |           |                              |               |            |    |   |                     |            |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        | 16  |
|               |                                                                           | MOD           |            |                      |                 |           |                              |               |            |    |   |                     |            |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |     |
|               | <input type="checkbox"/> TIME <input checked="" type="checkbox"/> SERVICE | INT           |            |                      |                 |           |                              |               |            |    |   |                     |            |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        | AS  |
| 97118         | Therapeutic Exercise - standing strength and endurance                    | QTY           |            |                      |                 |           |                              |               |            |    |   |                     |            |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        | 1   |
|               |                                                                           | MIN           |            |                      |                 |           |                              |               |            |    |   |                     |            |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        | 28  |
|               |                                                                           | MOD           |            |                      |                 |           |                              |               |            |    |   |                     |            |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        | 28  |
|               |                                                                           | MOD           |            |                      |                 |           |                              |               |            |    |   |                     |            |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        | -59 |
|               | <input type="checkbox"/> TIME <input checked="" type="checkbox"/> SERVICE | INT           |            |                      |                 |           |                              |               |            |    |   |                     |            |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        | AS  |
| 97116         | Balance training - individualized, standing, without use of support       | QTY           |            |                      |                 |           |                              |               |            |    |   |                     |            |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        | 1   |
|               |                                                                           | MIN           |            |                      |                 |           |                              |               |            |    |   |                     |            |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        | 12  |
|               |                                                                           | MOD           |            |                      |                 |           |                              |               |            |    |   |                     |            |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        | 12  |
|               |                                                                           | MOD           |            |                      |                 |           |                              |               |            |    |   |                     |            |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        | -59 |
|               | <input type="checkbox"/> TIME <input checked="" type="checkbox"/> SERVICE | INT           |            |                      |                 |           |                              |               |            |    |   |                     |            |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        | AS  |
| 97150         | Group Exercise (2 or more patients)                                       | QTY           |            |                      |                 |           |                              |               |            |    |   |                     |            |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        | 1   |
|               |                                                                           | MIN           |            |                      |                 |           |                              |               |            |    |   |                     |            |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        | 40  |
|               |                                                                           | MOD           |            |                      |                 |           |                              |               |            |    |   |                     |            |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        | 40  |
|               |                                                                           | MOD           |            |                      |                 |           |                              |               |            |    |   |                     |            |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |     |
|               | <input type="checkbox"/> TIME <input checked="" type="checkbox"/> SERVICE | INT           |            |                      |                 |           |                              |               |            |    |   |                     |            |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        | KO  |

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|                                      |          |                                      |          |                                      |          |                                      |          |
|--------------------------------------|----------|--------------------------------------|----------|--------------------------------------|----------|--------------------------------------|----------|
| Rehab Personnel Electronic Signature | Initials | Rehab Personnel Electronic Signature | Initials | Rehab Personnel Electronic Signature | Initials | Rehab Personnel Electronic Signature | Initials |
| Ashley Sides, PT (0377)              | AS       | Kate Givens, PT (0377)               | KO       |                                      |          |                                      |          |
|                                      |          |                                      |          |                                      |          |                                      |          |
|                                      |          |                                      |          |                                      |          |                                      |          |

Thompson, Wade: Room 124 - Physical Therapy Service Log

Run Date: 02/01/2011 6:48AM

NHC 0401

## CPT LOG - PHYSICAL THERAPY - (GP)

January 2011

3685, NHC HealthCare Ms., Minn

|               |                                                                             |               |            |                      |                 |                     |                              |               |            |    |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |  |  |
|---------------|-----------------------------------------------------------------------------|---------------|------------|----------------------|-----------------|---------------------|------------------------------|---------------|------------|----|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|--|--|
| PATIENT       | Wade Thompson                                                               | ID            | 3889       | PAYOR                | Medicare Part A | PHYSICIAN           | Sherman, Richard (162905079) | PAGE          | 2          | OF | 2 |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |  |  |
| MED DX1       | 427.89 CARDIAC DYSRHYTHMIAS NEC                                             | ONSET         | 01/22/2011 | MED DX2              |                 | ONSET               |                              | START OF CARE | 01/27/2011 |    |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |  |  |
| TREATMENT DX1 | DIFFICULTY IN WALKING                                                       | TREATMENT DX2 |            | END OF CARE          |                 |                     |                              |               |            |    |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |  |  |
| ORDER DATE    | 01/27/2011                                                                  | POC DATE      | 01/27/2011 | LAST UPDATE POC DATE |                 | Facility Admit Date | 01/26/2011                   |               |            |    |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |  |  |
| CPT CODE      | CPT CODE DESCRIPTION                                                        | QTY           | 1          | 2                    | 3               | 4                   | 5                            | 6             | 7          | 8  | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | TOTALS |  |  |
| 97538         | Therapeutic Exercise - dynamic locomotion to improve functional performance | QTY           |            |                      |                 |                     |                              |               |            |    |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |  |  |
|               |                                                                             | MIN           |            |                      |                 |                     |                              |               |            |    |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |  |  |
|               |                                                                             | MOD           |            |                      |                 |                     |                              |               |            |    |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |  |  |
|               |                                                                             | MOD           |            |                      |                 |                     |                              |               |            |    |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |  |  |
|               | <input checked="" type="checkbox"/> TIME <input type="checkbox"/> SERVICE   | NT            |            |                      |                 |                     |                              |               |            |    |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |  |  |
|               | SUB TOTAL                                                                   | QTY           |            |                      |                 |                     |                              |               |            |    |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |  |  |
|               | SERVICE BASED CODES                                                         | MIN           |            |                      |                 |                     |                              |               |            |    |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |  |  |
|               | SUB TOTAL                                                                   | QTY           |            |                      |                 |                     |                              |               |            |    |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |  |  |
|               | TIME BASED CODES                                                            | MIN           |            |                      |                 |                     |                              |               |            |    |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |  |  |
|               | TOTAL                                                                       | QTY           |            |                      |                 |                     |                              |               |            |    |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |  |  |
|               | ALL CODES                                                                   | MIN           |            |                      |                 |                     |                              |               |            |    |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |  |  |
|               | CONCURRENT MINUTES                                                          | MIN           |            |                      |                 |                     |                              |               |            |    |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |  |  |
|               | COUNTER INITIALS                                                            |               |            |                      |                 |                     |                              |               |            |    |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |  |  |

CONFIDENTIAL PROTECTED  
HEALTH INFORMATION

|                                      |          |                                      |          |                                      |          |                                      |          |
|--------------------------------------|----------|--------------------------------------|----------|--------------------------------------|----------|--------------------------------------|----------|
| Rehab Personnel Electronic Signature | Initials | Rehab Personnel Electronic Signature | Initials | Rehab Personnel Electronic Signature | Initials | Rehab Personnel Electronic Signature | Initials |
| Ashby, PT (2011)                     | AS       | Kane, PT (2011)                      | KO       |                                      |          |                                      |          |
|                                      |          |                                      |          |                                      |          |                                      |          |
|                                      |          |                                      |          |                                      |          |                                      |          |

Thompson, Wade: Room 124 - Physical Therapy Service Log

Run Date: 02/01/2011 6:48AM

NHC 0402

## 3685, NHC HealthCare Mal.

CONFIDENTIAL PROTECTS  
HEALTH INFORMATION

Thompson, Wade: Room 118 - Physical Therapy Service Log

Run Date: 03/01/2011 6:37AM

**NHC 0403**

## CPT LOG PHYSICAL THERAPY - (GP)

March 2011

3685, NHC HealthCare Mauldin

|               |                                                                                           |               |            |                      |                 |                     |                               |               |            |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|---------------|-------------------------------------------------------------------------------------------|---------------|------------|----------------------|-----------------|---------------------|-------------------------------|---------------|------------|-----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|
| PATIENT       | Wade Thompson                                                                             | ID            | 3889       | PAYOR                | Medicare Part A | PHYSICIAN           | Sherman, Richard (1629050794) | PAGE          | 1          | OF  | 1  |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
| MED DX1       | 417.89 CARDIAC DYSRHYTHMIAS NEC                                                           | ONSET         | 01/22/2011 | MED DX2              |                 | ONSET               |                               | START OF CARE | 01/27/2011 |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
| TREATMENT DX1 | DIFFICULTY IN WALKING                                                                     | TREATMENT DX2 |            | END OF CARE          | 03/09/2011      |                     |                               |               |            |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
| ORDER DATE    | 01/27/2011                                                                                | POC DATE      | 01/27/2011 | LAST UPDATE POC DATE |                 | Facility Admit Date | 01/26/2011                    |               |            |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
| CPT CODE      | CPT CODE DESCRIPTION                                                                      | QTY           | 1          | 2                    | 3               | 4                   | 5                             | 6             | 7          | 8   | 9  | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | TOTALS |
| 97119         | 97119 Manual Therapeutic Techniques - develop strength and endurance, ROM and flexibility | QTY           | 3          | 1                    | 3               | 3                   |                               |               | 2          | 2   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | 12     |
|               |                                                                                           | MIN           | 40         | 20                   | 30              | 40                  |                               |               | 35         | 40  |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | 208    |
|               |                                                                                           | MOD           |            |                      |                 |                     |                               |               | -59        | -59 |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|               | <input type="checkbox"/> TIME <input type="checkbox"/> SERVICE                            | INT           | KA         | AS                   | AS              | KA                  |                               |               | AS         | KA  |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
| 97116         | 97116 Gait Training - includes shoe fitting, instruction                                  | QTY           | 1          | 1                    | 1               |                     |                               |               | 1          | 1   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | 5      |
|               |                                                                                           | MIN           | 10         | 10                   | 15              |                     |                               |               | 10         | 10  |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | 55     |
|               |                                                                                           | MOD           | -59        | -59                  | -59             |                     |                               |               | -59        | -59 |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|               | <input type="checkbox"/> TIME <input type="checkbox"/> SERVICE                            | INT           | AS         | AS                   | KA              |                     |                               |               | AS         | KA  |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
| 97538         | 97538 Therapeutic Activities - performs activities to improve functional performance      | QTY           | 1          | 1                    | 0               |                     |                               |               | 1          | 1   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | 4      |
|               |                                                                                           | MIN           | 10         | 15                   | 5               |                     |                               |               | 8          | 20  |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | 58     |
|               |                                                                                           | MOD           |            |                      |                 |                     |                               |               | -59        | -59 |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|               | <input type="checkbox"/> TIME <input type="checkbox"/> SERVICE                            | INT           | KA         | AS                   | AS              |                     |                               |               | AS         | BC  |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|               | SUB TOTAL                                                                                 | QTY           |            |                      |                 |                     |                               |               |            |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | 0      |
|               | SERVICE BASED CODES                                                                       | MIN           |            |                      |                 |                     |                               |               |            |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | 0      |
|               | SUB TOTAL                                                                                 | QTY           | 3          | 3                    | 3               | 4                   |                               |               | 4          | 3   | 1  |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | 21     |
|               | TIME BASED CODES                                                                          | MIN           | 50         | 45                   | 45              | 55                  |                               |               | 50         | 50  | 20 |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | 321    |
|               | TOTAL                                                                                     | QTY           | 3          | 3                    | 3               | 4                   |                               |               | 4          | 3   | 1  |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | 21     |
|               | ALL CODES                                                                                 | MIN           | 50         | 45                   | 45              | 55                  |                               |               | 50         | 50  | 20 |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | 321    |
|               | CONCURRENT MINUTES                                                                        | MIN           |            |                      |                 |                     |                               |               |            |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | 0      |
|               | COUNTER INITIALS                                                                          |               |            |                      |                 |                     |                               |               |            |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |

CONFIDENTIAL/PROTECTED  
HEALTH INFORMATION

|                                      |          |                                      |          |                                      |          |                                      |          |
|--------------------------------------|----------|--------------------------------------|----------|--------------------------------------|----------|--------------------------------------|----------|
| Rehab Personnel Electronic Signature | Initials | Rehab Personnel Electronic Signature | Initials | Rehab Personnel Electronic Signature | Initials | Rehab Personnel Electronic Signature | Initials |
| Ashley Stone, PT (D117)              | AS       | Sherry Calver, PT (D117)             | BC       | Kristen Alston, PTa (D117)           | KA       |                                      |          |
|                                      |          |                                      |          |                                      |          |                                      |          |

Thompson, Wade: Room 118 - Physical Therapy Service Log

Run Date: 04/01/2011 6:49AM

NHC 0404

PLAN OF TREATMENT

(COMPLETE FOR INITIAL CLAIMS ONLY)

|                                                                                                            |  |                                                                                |  |                                                 |                               |                              |
|------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------|--|-------------------------------------------------|-------------------------------|------------------------------|
| 1. PATIENT LAST NAME<br>Thompson                                                                           |  | FIRST NAME<br>Wade                                                             |  | M.I.                                            | 2. PROVIDER NO.<br>1659306215 | 3. HICN<br>247509629A        |
| 4. PROVIDER NAME<br>NHC HealthCare Mauldin                                                                 |  | 5. MEDICAL RECORD NO.<br>3889                                                  |  | 6. ONSET DATE<br>01/22/2011                     | 7. SOC DATE<br>01/27/2011     |                              |
| 8. TYPE<br><input type="checkbox"/> PT <input checked="" type="checkbox"/> OT <input type="checkbox"/> SLP |  | 9. PRIMARY DIAGNOSIS (Per CMS Medical D.X.)<br>427.89 CARDIAC DYSRHYTHMIAS NEC |  | 10. TREATMENT DIAGNOSIS<br>LACK OF COORDINATION |                               | 11. PAYOR<br>Medicare Part A |

12. PLAN OF TREATMENT FUNCTIONAL GOALS

GOALS (Short Term) In 2 weeks

1. Activity Tolerance: General - The patient will actively participate for 50 minutes of graded therapeutic activities, due to an improvement in weakness, influenced by increased activity tolerance in order to increase independence and to complete self care tasks.
2. Safety - The patient will increase safety awareness to WFL (75% to 90% intact) with no instruction/ cues to safely/effectively perform dressing tasks and ensure patient safety in living environment.
3. Self-Care: Bathing - Sponge Bathe Lower Body - The patient will utilize no assistive device with balance grade of G+ dynamic (able to maintain balance against moderate/maximal resistance and able to weight shift and cross midline mod/full) to safely sponge bathe and dry lower body increasing to supervision (needs verbal cueing but no physical assist) with 10% verbal instruction/cues seated with use of hand held shower nozzle.
4. Self-Care: Dressing - Lower Body - The patient will utilize no assistive device to safely don/doff lower body clothing articles increasing to supervision (needs verbal cueing but no physical assist) with 10% verbal instruction/cues with G dynamic (able to maintain balance against moderate resistance and able to weight shift and cross midline mod) balance while sitting EOB.
5. Self-Care: Hygiene/Grooming - General - The patient will safely complete all hygiene and grooming tasks increasing to modified independence (assistive device or extra time needed) with no instruction/ cues while standing at walker level.
6. Self-Care: Toileting - General - The patient will safely perform all toileting tasks utilizing walker increasing to supervision (needs verbal cueing but no physical assist) with 10% verbal instruction/cues with elevated toilet.
7. Strength: General - The patient will improve muscle strength to 5/5 normal (full ROM against maximum resistance and gravity) B UE triceps in order to complete self care tasks.

OUTCOME (Long Term) In 4 weeks

Patient will be Modified Independent with ADL, ADL functional mobility from least restrictive assistive device demonstrating good safety awareness.

PLAN

- 97003 - Occupational Therapy Evaluation
- 97110 - Therapeutic Exercise - develop strength and endurance, ROM and flexibility
- 97150 - Group treatment (2 or more individuals)
- 97530 - Therapeutic Activities - dynamic activities to improve functional performance
- 97535 - Self care/home management training (ADL compensatory training, safety, instructions for use of assistive devices, home visit)

The resident and/or responsible party understand the proposed treatment and the expected benefit and risks if any that are associated with the plan. The resident and/or responsible party agrees to the treatment as prescribed. The Rehab potential is good. Prognostic Indicator: Able to follow 2 step directions. Demonstrated higher functional level compared to current condition. Motivated to return home with family. Oriented to person, place and time. Strong social support at home.

13. ELECTRONICALLY SIGNED BY (Professional establishing POC)

Carol Jordan, OT (2565) 01/27/2011

I CERTIFY THE NEED FOR THESE SERVICES UNDER THIS PLAN OF TREATMENT AND WHILE UNDER MY CARE

☐ N/A

15. PHYSICIAN SIGNATURE

15. DATE

14. FREQ/DURATION (e.g. 3/Week x 4 Weeks)

5 times a week for 4 weeks

17. CERTIFICATION

FROM 01/27/2011 THROUGH 02/23/2011 ☐ N/A

18. ON FILE (Print physician's name)

☒ Richard Sherman

Thompson, Wade: Room 124 - Occupational Therapy 700/POC

Run Date: Thursday, January 27, 2011 10:52 AM

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HEALTH INFORMATION

NHC 0405

**PLAN OF TREATMENT**  
(COMPLETE FOR INITIAL CLAIMS ONLY)

|                                                                                                            |                                                                                     |                               |      |                                                                                              |                              |
|------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------|------|----------------------------------------------------------------------------------------------|------------------------------|
| 1. PATIENT LAST NAME<br>Thompson                                                                           |                                                                                     | FIRST NAME<br>Wade            | M.I. | 2. PROVIDER NO.<br>1659306215                                                                | 3. HICN<br>247509629A        |
| 4. PROVIDER NAME<br>NHC HealthCare Mauldin                                                                 |                                                                                     | 5. MEDICAL RECORD NO.<br>3889 |      | 6. ONSET DATE<br>01/22/2011                                                                  | 7. SOC DATE<br>01/27/2011    |
| 8. TYPE<br><input type="checkbox"/> PT <input checked="" type="checkbox"/> OT <input type="checkbox"/> SLP | 9. PRIMARY DIAGNOSIS (Perdiagnosis Medical O.J.)<br>427.89 CARDIAC DYSRHYTHMIAS NEC |                               |      | 10. TREATMENT DIAGNOSIS<br>LACK OF COORDINATION                                              | 11. PAYOR<br>Medicare Part A |
| 20. INITIAL ASSESSMENT (History, medical complications, CLOF, reason for referral)                         |                                                                                     |                               |      | 19. PRIOR HOSPITALIZATION<br>FROM 01/22/2011 THROUGH 01/26/2011 <input type="checkbox"/> N/A |                              |

Reason for Referral: Recent decline in ADL and self care ability due to bradycardia with bouts of dizziness/unsteady gait impacting safety with self care and increasing risk of falls.

Precautions: Standard fall precautions; tab alert with low bed; diet: Regular

PLOF: Resided at home with spouse/family. Lives in a 2 story home with bedroom on second floor, walk in shower with built in seat and hand held shower. Equipment at home: rollator and bedside commode. Prior to hospitalization, patient performed basic ADLs at Modified Independent to Independent level.

History: Status post hospitalization secondary to bradycardia with dizziness, giddiness and unsteady gait. Past Medical history significant for: chronic kidney disease, severe hypothyroidism, dementia, depression, high blood pressure, ; DOB 05/14/1936; Male

Medications: See MAR

Previous Therapy: None noted in hospital records sent from hospital-transferred to NHC-Mauldin for short term rehab with emphasis on ADL, ADL functional mobility to allow for 'successful discharge' home with family.

Assessment: Wade Thompson, 74, year old male admitted to NHC-Mauldin post hospitalization secondary to bradycardia for short term rehab, evaluated by OT per physician's order to assess ADL, ADL functional mobility. Evaluation results indicate decreased UE/LE strength, decreased stand balance/tolerance for self care, decreased activity tolerance for sustained ADL performance. Patient would benefit from skilled OT to address aforementioned ADL deficits to progress to modified Independent to allow for successful discharge home with spouse.

DC Plans: Discharge home and Independent with caregiver.

Standardized Tests: Dynamometer = Right grip 65 lbs, left grip 38 lbs

Informal ADL, ADL functional mobility testing completed at this time.

Current Level of Function at SOC:

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**PLAN OF TREATMENT**  
(COMPLETE FOR INITIAL CLAIMS ONLY)

|                                                                                                            |  |                                                                                  |  |                                                 |                               |                              |
|------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------|--|-------------------------------------------------|-------------------------------|------------------------------|
| 1. PATIENT LAST NAME<br>Thompson                                                                           |  | FIRST NAME<br>Wade                                                               |  | M.I.                                            | 2. PROVIDER NO.<br>1659306215 | 3. HICN<br>247509629A        |
| 4. PROVIDER NAME<br>NHC HealthCare Mauldin                                                                 |  | 5. MEDICAL RECORD NO.<br>3889                                                    |  | 6. ONSET DATE<br>01/22/2011                     | 7. SOC DATE<br>01/27/2011     |                              |
| 8. TYPE<br><input type="checkbox"/> PT <input checked="" type="checkbox"/> OT <input type="checkbox"/> SLP |  | 9. PRIMARY DIAGNOSIS (Pertinent Medical D.X.)<br>427.89 CARDIAC DYSRHYTHMIAS NEC |  | 10. TREATMENT DIAGNOSIS<br>LACK OF COORDINATION |                               | 11. PAYOR<br>Medicare Part A |

1. Activity Tolerance: General - The patient actively participates in 30 minutes of graded therapeutic activities influenced by fatigue and weakness.
2. Bed Mobility-Supine <-> Sit - The patient is able to safely transition from supine <-> sitting position requiring supervision (needs verbal cueing but no physical assist) with no instruction/ cues.
3. Motor Coordination: Fine Motor - The patient demonstrates Fair (26-75% accuracy) fine motor coordination of bilateral UE with stand by assistance (close enough to reach patient if assist needed). Patient reports difficulty at time with fine motor tasks such as clothing fasteners especially if nervous.
4. Positioning - Patient issued 18 inch standard wheelchair with cushion for comfort and bilateral swing away feet rest. Fall precautions include use of tab alert bed/chair, low bed with mats. No positioning deficits noted with current wheelchair set up..
5. ROM: General - The patient demonstrates AROM of B UE shoulder/elbow/wrists/hand WFL for self care tasks.
6. Safety - The patient demonstrates minimally impaired (51% to 74% intact) safety awareness and requires 25% verbal instruction/cues for sequencing for self care tasks.
7. Self Feeding: General - The patient is able to feed self after set-up utilizing regular utensils for 100% of meal requiring independence (0% assist, no assistive device or extra time needed) with no instruction/ cues.
8. Self-Care: Bathing - Sponge Bathe Lower Body - The patient is able to safely sponge bathe and dry lower body using no assistive device with balance grade of G-/F+ dynamic (able to maintain balance against minimal resistance and able to weight shift and cross midline min) requiring minimal assistance (1-25% assist) with 25% verbal instruction/cues seated EOB.
9. Self-Care: Bathing - Sponge Bathe Upper Body - The patient is able to safely sponge bathe and dry upper body using no assistive device with balance grade of G-/F+ dynamic (able to maintain balance against minimal resistance and able to weight shift and cross midline min) requiring set-up (assist for device retrieval or modification of environment) with no instruction/ cues.
10. Self-Care: Dressing - Lower Body - The patient is able to safely don/doff lower body clothing articles using no assistive device with G-/F+ dynamic (able to maintain balance against minimal resistance and able to weight shift and cross midline min) balance requiring minimal assistance (1-25% assist) with 25% verbal instruction/cues while sitting EOB.
11. Self-Care: Dressing - Upper Body - The patient is able to safely don/doff upper body clothing using no assistive device with G-/F+ dynamic (able to maintain balance against minimal resistance and able to weight shift and cross midline min) balance requiring set-up (assist for device retrieval or modification of environment) with no instruction/ cues while sitting EOB.
12. Self-Care: Hygiene/Grooming - General - The patient is able to safely complete all hygiene and grooming tasks requiring set-up (assist for device retrieval or modification of environment) with no instruction/ cues while seated in wheelchair.
13. Self-Care: Toileting- General - The patient is able to safely perform all toileting tasks utilizing grab bars requiring moderate assistance (26-75% assist) with 50% verbal instruction/cues from wheelchair.
14. Strength: General - The patient demonstrates B UE triceps muscle strength of 4+/5 good plus (full ROM against and takes moderate to strong resistance).

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HEALTH INFORMATION

NHC 0407

**OT DAILY TREATMENT NOTE**

3685 - NHC HealthCare Mauldin

|                                    |                                        |                         |              |
|------------------------------------|----------------------------------------|-------------------------|--------------|
| PATIENT Wade Thompson              | ID 3889                                | PAYOR Medicare Part A   | PAGE 1       |
| PHYSICIAN Sherman, Richard         | MED DX 427.89 CARDIAC DYSRHYTHMIAS NEC |                         | January 2011 |
| TREATMENT DX1 LACK OF COORDINATION |                                        | TREATMENT DX2           |              |
| START OF CARE 01/27/2011           | END OF CARE                            | MED DX ONSET 01/22/2011 |              |

| DATE                                                                                            |      | 01/23/2011 | 01/24/2011 | 01/25/2011 | 01/26/2011 | 01/27/2011 | 01/28/2011 | 01/29/2011 |
|-------------------------------------------------------------------------------------------------|------|------------|------------|------------|------------|------------|------------|------------|
| CPT Codes                                                                                       |      | Sunday     | Monday     | Tuesday    | Wednesday  | Thursday   | Friday     | Saturday   |
| 97003 Occupational Therapy Evaluation                                                           | QTY  |            |            |            |            | 1          |            |            |
|                                                                                                 | MIN  |            |            |            |            | 22         |            |            |
|                                                                                                 | MOD  |            |            |            |            | [NA]       |            |            |
|                                                                                                 | MOD  |            |            |            |            |            |            |            |
|                                                                                                 | INIT |            |            |            |            | CJ         |            |            |
| 97110 Therapeutic Exercise - develop strength and endurance, ROM and flexibility                | QTY  |            |            |            |            | 2          | 2          | 1          |
|                                                                                                 | MIN  |            |            |            |            | 30         | 25         | 20         |
|                                                                                                 | MOD  |            |            |            |            | [NA]       | -59        | -59        |
|                                                                                                 | MOD  |            |            |            |            |            |            |            |
|                                                                                                 | INIT |            |            |            |            | CJ         | CJ         | SL         |
| 97150 Group treatment (2 or more individuals)                                                   | QTY  |            |            |            |            |            | 1          |            |
|                                                                                                 | MIN  |            |            |            |            |            | 35         |            |
|                                                                                                 | MOD  |            |            |            |            |            | [NA]       |            |
|                                                                                                 | MOD  |            |            |            |            |            |            |            |
|                                                                                                 | INIT |            |            |            |            |            | CJ         |            |
| 97530 Therapeutic Activities - dynamic activities to improve functional performance             | QTY  |            |            |            |            |            |            | 1          |
|                                                                                                 | MIN  |            |            |            |            |            |            | 15         |
|                                                                                                 | MOD  |            |            |            |            |            |            | -59        |
|                                                                                                 | MOD  |            |            |            |            |            |            |            |
|                                                                                                 | INIT |            |            |            |            |            |            | SL         |
| 97535 Self care/home management training (ADL compensatory training, safety, instructions for u | QTY  |            |            |            |            | 4          |            | 1          |
|                                                                                                 | MIN  |            |            |            |            | 60         |            | 15         |
|                                                                                                 | MOD  |            |            |            |            | -59        |            | -59        |
|                                                                                                 | MOD  |            |            |            |            |            |            |            |
|                                                                                                 | INIT |            |            |            |            | CJ         |            | SL         |
| TOTAL MIN.                                                                                      |      |            |            |            |            |            |            |            |
| COUNTER INITIALS                                                                                |      |            |            |            |            |            |            |            |

Date: 01/28/2011

97110 Electronically Signed by Therapist: Carol Jordan, OT (2565) (01/28/2011)

Note: Bilateral UE strengthening program includes: ergometer: 10 minutes with minimal resistance; pushbox with 10 lbs: 2 sets of 25 repetitions; 3 lb dowel exercises to include shoulder flexion, modified rows and bicep curls-3 sets of 10 repetitions; hand helper exercises with firm (blue) bands: 2 sets of 50 repetitions bilaterally. Patient performs standing activities with contact guard assistance table top activities to include shoulder arc and graded pushups.

97150 Electronically Signed by Therapist: Carol Jordan, OT (2565) (01/28/2011)

Note: Patient participated in group treatment with patient:therapist ratio 2:1 with emphasis on strengthening/coordination to improve ADL performance.

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|                                      |          |                                      |          |                                      |          |
|--------------------------------------|----------|--------------------------------------|----------|--------------------------------------|----------|
| Rehab Personnel Electronic Signature | Initials | Rehab Personnel Electronic Signature | Initials | Rehab Personnel Electronic Signature | Initials |
| Carol Jordan, OT (2565)              | CJ       | Sylvia LeMonere, COTA (945)          | SL       |                                      |          |

Thompson, Wade: Room 124 - OT Daily Treatment Note

Run Date: Monday, January 31 2011, 04:08 AM

**NHC 0408**

# Occupational Therapy Progress Report

## NHC HealthCare Mauldin

01/27/2011 - 02/02/2011

|                                    |                                        |                         |
|------------------------------------|----------------------------------------|-------------------------|
| PATIENT Wade Thompson              | ID 3889                                | PAYOR Medicare Part A   |
| PHYSICIAN Richard Sherman          | MED DX 427.89 CARDIAC DYSRHYTHMIAS NEC |                         |
| TREATMENT DX1 LACK OF COORDINATION |                                        | TREATMENT DX2           |
| START OF CARE 01/27/2011           | END OF CARE                            | MED DX ONSET 01/22/2011 |

Patient was seen this period by skilled OT services 6 sessions.

Patient's progress is as follows:

| GOAL TOPIC                                   | CURRENT                                                                                                                                                                                                                                                                                                                                                                                                                                            | PREVIOUS                                                                                                                                                                                                                                                                                                                      | TARGET GOAL                                                                                                                                                                                                                                                                                                                                                                                    |
|----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Activity Tolerance: General                  | The patient actively participates in 40 minutes of graded therapeutic activities influenced by fatigue and decreased strength.                                                                                                                                                                                                                                                                                                                     | The patient actively participates in 30 minutes of graded therapeutic activities influenced by fatigue and weakness.                                                                                                                                                                                                          | **GOAL Upgraded on 2/4/2011** The patient will actively participate for 60 minutes of graded therapeutic activities, due to an improvement in weakness, influenced by increased activity tolerance in order to increase independence and to complete self care tasks.                                                                                                                          |
| Safety                                       | The patient demonstrates minimally impaired (51% to 74% intact) safety awareness and requires 20% verbal instruction/cues for sequencing self care/ADL task performance.                                                                                                                                                                                                                                                                           | The patient demonstrates minimally impaired (51% to 74% intact) safety awareness and requires 25% verbal instruction/cues for sequencing for self care tasks.                                                                                                                                                                 | The patient will increase safety awareness to WFL (75% to 90% intact) with no instruction/ cues to safely/effectively perform dressing tasks and ensure patient safety in living environment.                                                                                                                                                                                                  |
| Self-Care: Bathing - Sponge Bathe Lower Body | The patient is able to safely bathe and dry lower body from seated position on shower bench utilizing hand held shower and safety rails with balance grade of G-/F+ dynamic (able to maintain balance against minimal resistance and able to weight shift and cross midline min) requiring minimal assistance (1-25% assist) with initiation cue and 20% verbal instruction/cues. Pt accesses shower bench from w/c level with minimal assistance. | The patient is able to safely sponge bathe and dry lower body using no assistive device with balance grade of G-/F+ dynamic (able to maintain balance against minimal resistance and able to weight shift and cross midline min) requiring minimal assistance (1-25% assist) with 25% verbal instruction/cues seated EOB.     | The patient will utilize no assistive device with balance grade of G+ dynamic (able to maintain balance against moderate/maximal resistance and able to weight shift and cross midline mod/full) to safely sponge bathe and dry lower body increasing to supervision (needs verbal cueing but no physical assist) with 10% verbal instruction/cues seated with use of hand held shower nozzle. |
| Self-Care: Dressing - Lower Body             | The patient is able to safely don/doff lower body clothing articles using walker or grab bars for LB clothing adjustments with G-/F+ dynamic (able to maintain balance against minimal resistance and able to weight shift and cross midline min) balance requiring minimal assistance (1-25% assist) with 20% verbal instruction/cues while sitting.                                                                                              | The patient is able to safely don/doff lower body clothing articles using no assistive device with G-/F+ dynamic (able to maintain balance against minimal resistance and able to weight shift and cross midline min) balance requiring minimal assistance (1-25% assist) with 25% verbal instruction/cues while sitting EOB. | The patient will utilize no assistive device to safely don/doff lower body clothing articles increasing to supervision (needs verbal cueing but no physical assist) with 10% verbal instruction/cues with G dynamic (able to maintain balance against moderate resistance and able to weight shift and cross midline mod) balance while sitting EOB.                                           |
| Self-Care: Hygiene/Grooming - General        | The patient is able to safely complete all hygiene and grooming tasks requiring set-up (assist for device retrieval or modification of environment) with no instruction/ cues while seated in wheelchair.                                                                                                                                                                                                                                          | The patient is able to safely complete all hygiene and grooming tasks requiring set-up (assist for device retrieval or modification of environment) with no instruction/ cues while seated in wheelchair.                                                                                                                     | The patient will safely complete all hygiene and grooming tasks increasing to modified independence (assistive device or extra time needed) with no instruction/ cues while standing at walker level.                                                                                                                                                                                          |
| Self-Care: Toileting - General               | The patient is able to safely perform all toileting tasks utilizing elevated toilet and grab bars requiring minimal assistance (1-25% assist) with 25% verbal instruction/cues. Pt accesses elevated toilet from w/c position utilizing safety rails with minimal assistance.                                                                                                                                                                      | The patient is able to safely perform all toileting tasks utilizing grab bars requiring moderate assistance (26-75% assist) with 50% verbal instruction/cues from wheelchair.                                                                                                                                                 | The patient will safely perform all toileting tasks utilizing walker increasing to supervision (needs verbal cueing but no physical assist) with 10% verbal instruction/cues with elevated toilet.                                                                                                                                                                                             |
| Strength: General                            | The patient demonstrates B UE triceps muscle strength of 4+/5 good plus (full ROM against and takes moderate to strong resistance).                                                                                                                                                                                                                                                                                                                | The patient demonstrates B UE triceps muscle strength of 4+/5 good plus (full ROM against and takes moderate to strong resistance).                                                                                                                                                                                           | The patient will improve muscle strength to 5/5 normal (full ROM against maximum resistance and gravity) B UE triceps in order to complete self care tasks.                                                                                                                                                                                                                                    |

Patient continues to require skilled OT services to focus on:

- 97110 - Therapeutic Exercise - develop strength and endurance, ROM and flexibility
- 97150 - Group treatment (2 or more individuals)
- 97530 - Therapeutic Activities - dynamic activities to improve functional performance
- 97535 - Self care/home management training (ADL compensatory training, safety, instructions for use of assistive devices, home visit)

Thompson, Wade: Room 124 - Occupational Therapy Progress Report

Run Date: Friday, February 04, 2011 12:44 PM

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HEALTH INFORMATION

NHC 0409

# Occupational Therapy Progress Report

NHC HealthCare Mauldin

01/27/2011 - 02/02/2011

|                                    |                                        |                         |
|------------------------------------|----------------------------------------|-------------------------|
| PATIENT Wade Thompson              | ID 3889                                | PAYOR Medicare Part A   |
| PHYSICIAN Richard Sherman          | MED DX 427.89 CARDIAC DYSRHYTHMIAS NEC |                         |
| TREATMENT DX1 LACK OF COORDINATION |                                        | TREATMENT DX2           |
| START OF CARE 01/27/2011           | END OF CARE                            | MED DX ONSET 01/22/2011 |

Patient was seen this period by skilled OT services 6 sessions.

**Long Term Goal:** Patient will be Modified Independent with ADL, ADL functional mobility from least restrictive assistive device demonstrating good safety awareness.

**Precautions:** Standard fall precautions; tab alert with low bed; diet: Regular

**Evidence of Skilled Service:** Ergometer 10 min forward/reverse each. Push box 10# 25 reps x 2 both forward/back as well as side/side. Various reaching tasks with 1# weight B wrists to increase pt independence with ADL/self care task performance. Assessed level of assistance pt requires for bathing, dressing, toileting and grooming. Decision making related to appropriate progression of treatment. Graded therapeutic activity to improve ADL independence. Therapist skills needed to adjust techniques to facilitate progress toward patient goals.

**Caregiver Education:** Pt educated in energy conservation and safety techniques during ADL/self care task performance. Caregiver education continued with CNA to encourage pt to safely perform as much of ADL tasks independently asking for assistance only when necessary.

**Response to Treatment:** Actively participating in bathing, dressing, toileting, grooming as well as ther ex/act task performance. Cooperative with POC. Demonstrates improved insight with safety during ADL transfers.

**Remarks:** Reviewed POC and goals with OT. Pt being seen at max intensity level.

**Discharge Plans:** Discharge home and independent with caregiver. Pt has the following: w/c, walker, elevated toilet, shower bench, hand held shower head in his home.

**Reason for Continuation:** Decreased balance, decreased activity tolerance, fatigue and anxiety continue to compromise safety of bathing, dressing, toileting and grooming task performance. Continued evaluation/assessment required for treatment plan modifications.

Electronically Signed by Therapist: Susan Cronin, COTA (2463)

Date: 02/02/2011

Electronically Counter Signed By: Carol Jordan, OT (2565)

Date: 02/04/2011

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HEALTH INFORMATION

NHC 0410

# OT DAILY TREATMENT NOTE

3685 - NHC HealthCare Mauldin

|                                    |                                        |                         |        |
|------------------------------------|----------------------------------------|-------------------------|--------|
| PATIENT Wade Thompson              | ID 3889                                | PAYOR Medicare Part A   | PAGE 1 |
| PHYSICIAN Sherman, Richard         | MED DX 427.89 CARDIAC DYSRHYTHMIAS NEC | February 2011           |        |
| TREATMENT DX1 LACK OF COORDINATION | TREATMENT DX2                          |                         |        |
| START OF CARE 01/27/2011           | END OF CARE                            | MED DX ONSET 01/22/2011 |        |

| DATE                                                                                            |      | 01/30/2011 | 01/31/2011 | 02/01/2011 | 02/02/2011 | 02/03/2011 | 02/04/2011 | 02/05/2011 |
|-------------------------------------------------------------------------------------------------|------|------------|------------|------------|------------|------------|------------|------------|
| CPT Codes                                                                                       |      | Sunday     | Monday     | Tuesday    | Wednesday  | Thursday   | Friday     | Saturday   |
| 97110 Therapeutic Exercise - develop strength and endurance, ROM and flexibility                | QTY  |            | 2          | 2          |            | 1          | 3          |            |
|                                                                                                 | MIN  |            | 25         | 25         |            | 22         | 52         |            |
|                                                                                                 | MOD  |            | [NA]       | [NA]       |            | [NA]       | -59        |            |
|                                                                                                 | MOD  |            |            |            |            |            |            |            |
| 97150 Group treatment (2 or more individuals)                                                   | INIT |            | SC         | SC         |            | SC         | CJ         |            |
|                                                                                                 | QTY  |            |            |            | 1          |            |            |            |
|                                                                                                 | MIN  |            |            |            | 60         |            |            |            |
|                                                                                                 | MOD  |            |            |            | [NA]       |            |            |            |
| 97530 Therapeutic Activities - dynamic activities to improve functional performance             | MOD  |            |            |            |            |            |            |            |
|                                                                                                 | INIT |            |            |            | SC         |            |            |            |
|                                                                                                 | QTY  |            |            | 1          |            | 2          |            |            |
|                                                                                                 | MIN  |            |            | 25         |            | 30         |            |            |
| 97535 Self care/home management training (ADL compensatory training, safety, instructions for u | MOD  |            |            | [NA]       |            | [NA]       |            |            |
|                                                                                                 | MOD  |            |            |            |            |            |            |            |
|                                                                                                 | INIT |            |            | SC         |            | SC         |            |            |
|                                                                                                 | QTY  |            | 1          |            |            |            |            |            |
|                                                                                                 | MIN  |            | 15         |            |            |            |            |            |
|                                                                                                 | MOD  |            | -59        |            |            |            |            |            |
|                                                                                                 | MOD  |            |            |            |            |            |            |            |
|                                                                                                 | INIT |            | SC         |            |            |            |            |            |
| TOTAL MIN.                                                                                      |      |            |            |            |            |            |            |            |
| COUNTER INITIALS                                                                                |      |            |            |            |            |            |            |            |

|                                                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------|
| Date: 02/02/2011                                                                                                                                   |
| 97150 Electronically Signed by Therapist: Susan Cronin, COTA (2463) (02/02/2011)                                                                   |
| Note: Group therapy provided to 2 patients for improvement in UE strengthening/ROM, balance, and activity tolerance.                               |
| Date: 02/03/2011                                                                                                                                   |
| 97530 Electronically Signed by Therapist: Susan Cronin, COTA (2463) (02/03/2011)                                                                   |
| Note: Pt able to stand for up to 3 min x 2 holding table with one hand and performing reaching tasks with opposite hand with 1/2# weight B wrists. |

|                                      |          |                                      |          |                                      |          |
|--------------------------------------|----------|--------------------------------------|----------|--------------------------------------|----------|
| Rehab Personnel Electronic Signature | Initials | Rehab Personnel Electronic Signature | Initials | Rehab Personnel Electronic Signature | Initials |
| Carol Jordan, OT (2543)              | CJ       | Susan Cronin, COTA (2463)            | SC       |                                      |          |

Thompson, Wade: Room 124 - OT Daily Treatment Note

Run Date: Monday, February 07 2011, 04:08 AM

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HEALTH INFORMATION

NHC 0411

# Occupational Therapy Progress Report

NHC HealthCare Mauldin

02/03/2011 - 02/09/2011

|                                    |                                        |                         |
|------------------------------------|----------------------------------------|-------------------------|
| PATIENT Wade Thompson              | ID 3889                                | PAYOR Medicare Part A   |
| PHYSICIAN Richard Sherman          | MED DX 427.89 CARDIAC DYSRHYTHMIAS NEC |                         |
| TREATMENT DX1 LACK OF COORDINATION |                                        | TREATMENT DX2           |
| START OF CARE 01/27/2011           | END OF CARE                            | MED DX ONSET 01/27/2011 |

Patient was seen this period by skilled OT services 5 sessions.

Patient's progress is as follows:

| GOAL TOPIC                                   | CURRENT                                                                                                                                                                                                                                                                                                                                                                                                   | PREVIOUS                                                                                                                                                                                                                                                                                                                                                                                                                                           | TARGET GOAL                                                                                                                                                                                                                                                                                                                                                                                    |
|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Activity Tolerance: General                  | The patient actively participates in 45 minutes of graded therapeutic activities influenced by decreased activity tolerance, fatigue and decreased balance.                                                                                                                                                                                                                                               | The patient actively participates in 40 minutes of graded therapeutic activities influenced by fatigue and decreased strength.                                                                                                                                                                                                                                                                                                                     | The patient will actively participate for 60 minutes of graded therapeutic activities, due to an improvement in weakness, influenced by increased activity tolerance in order to increase independence and to complete self care tasks.                                                                                                                                                        |
| Safety                                       | The patient demonstrates minimally impaired (51% to 74% intact) safety awareness and requires 10% verbal instruction/cues for safety during ADL/task performance.                                                                                                                                                                                                                                         | The patient demonstrates minimally impaired (51% to 74% intact) safety awareness and requires 20% verbal instruction/cues for sequencing self care/ADL task performance.                                                                                                                                                                                                                                                                           | The patient will increase safety awareness to WFL (75% to 90% intact) with no instruction/ cues to safely/effectively perform dressing tasks and ensure patient safety in living environment.                                                                                                                                                                                                  |
| Self-Care: Bathing - Sponge Bathe Lower Body | The patient is able to access shower bench from w/c or walker level to safely bathe and dry lower body using hand held shower head and grab bars with balance grade of G-/F+ dynamic (able to maintain balance against minimal resistance and able to weight shift and cross midline min) requiring minimal assistance (1-25% assist) with initiation cue and 15% verbal instruction/cues.                | The patient is able to safely bathe and dry lower body from seated position on shower bench utilizing hand held shower and safety rails with balance grade of G-/F+ dynamic (able to maintain balance against minimal resistance and able to weight shift and cross midline min) requiring minimal assistance (1-25% assist) with initiation cue and 20% verbal instruction/cues. Pt accesses shower bench from w/c level with minimal assistance. | The patient will utilize no assistive device with balance grade of G+ dynamic (able to maintain balance against moderate/maximal resistance and able to weight shift and cross midline mod/full) to safely sponge bathe and dry lower body increasing to supervision (needs verbal cueing but no physical assist) with 10% verbal instruction/cues seated with use of hand held shower nozzle. |
| Self-Care: Dressing - Lower Body             | The patient is able to safely don/doff lower body clothing articles using grab bars for clothing adjustments with G-/F+ dynamic (able to maintain balance against minimal resistance and able to weight shift and cross midline min) balance requiring minimal assistance (1-25% assist) with initiation cue and 15% verbal instruction/cues for safety and energy conservation techniques while sitting. | The patient is able to safely don/doff lower body clothing articles using walker or grab bars for LB clothing adjustments with G-/F+ dynamic (able to maintain balance against minimal resistance and able to weight shift and cross midline min) balance requiring minimal assistance (1-25% assist) with 20% verbal instruction/cues while sitting.                                                                                              | The patient will utilize no assistive device to safely don/doff lower body clothing articles increasing to supervision (needs verbal cueing but no physical assist) with 10% verbal instruction/cues with G dynamic (able to maintain balance against moderate resistance and able to weight shift and cross midline mod) balance while sitting EOB.                                           |
| Self-Care: Hygiene/Grooming - General        | The patient is able to safely complete all hygiene and grooming tasks requiring set-up (assist for device retrieval or modification of environment) with no instruction/ cues while seated in wheelchair requiring increased time.                                                                                                                                                                        | The patient is able to safely complete all hygiene and grooming tasks requiring set-up (assist for device retrieval or modification of environment) with no instruction/ cues while seated in wheelchair.                                                                                                                                                                                                                                          | The patient will safely complete all hygiene and grooming tasks increasing to modified independence (assistive device or extra time needed) with no instruction/ cues while standing at walker level.                                                                                                                                                                                          |
| Self-Care: Toileting- General                | The patient is able to safely perform all toileting tasks utilizing elevated toilet and grab bars accessing from w/c or walker level requiring minimal assistance (1-25% assist) with 15% verbal instruction/cues.                                                                                                                                                                                        | The patient is able to safely perform all toileting tasks utilizing elevated toilet and grab bars requiring minimal assistance (1-25% assist) with 25% verbal instruction/cues. Pt accesses elevated toilet from w/c position utilizing safety rails with minimal assistance.                                                                                                                                                                      | The patient will safely perform all toileting tasks utilizing walker increasing to supervision (needs verbal cueing but no physical assist) with 10% verbal instruction/cues with elevated toilet.                                                                                                                                                                                             |
| Strength: General                            | The patient demonstrates B UE tricep muscle strength of 4+/5 good plus (full ROM against and takes moderate to strong resistance). Min A required for sit to stand from w/c level for ADL task performance and ADL transfers w/c <> shower bench or elevated toilet seat.                                                                                                                                 | The patient demonstrates B UE tricep muscle strength of 4+/5 good plus (full ROM against and takes moderate to strong resistance).                                                                                                                                                                                                                                                                                                                 | The patient will improve muscle strength to 5/5 normal (full ROM against maximum resistance and gravity) B UE triceps in order to complete self care tasks.                                                                                                                                                                                                                                    |

Patient continues to require skilled OT services to focus on:

97110 - Therapeutic Exercise - develop strength and endurance, ROM and flexibility

97150 - Group treatment (2 or more individuals)

97530 - Therapeutic Activities - dynamic activities to improve functional performance

Thompson, Wade: Room 118 - Occupational Therapy Progress Report

Run Date: Thursday, February 10, 2011 01:54 PM

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HEALTH INFORMATION

NHC 0412

# Occupational Therapy Progress Report

## NHC HealthCare Mauldin

02/03/2011 - 02/09/2011

|                                    |                                        |                         |
|------------------------------------|----------------------------------------|-------------------------|
| PATIENT Wade Thompson              | ID 3889                                | PAYOR Medicare Part A   |
| PHYSICIAN Richard Sherman          | MED DX 427.89 CARDIAC DYSRHYTHMIAS NEC |                         |
| TREATMENT DX1 LACK OF COORDINATION |                                        | TREATMENT DX2           |
| START OF CARE 01/27/2011           | END OF CARE                            | MED DX ONSET 01/22/2011 |

Patient was seen this period by skilled OT services 5 sessions.

97535 - Self care/home management training (ADL compensatory training, safety, instructions for use of assistive devices, home visit)

**Long Term Goal:** Patient will be Modified Independent with ADL, ADL functional mobility from least restrictive assistive device demonstrating good safety awareness.

**Precautions:** Standard fall precautions; tab alert with low bed; diet: Regular

**Evidence of Skilled Service:** Pt able to stand 6.5 min of 10 min session peddling forward and reverse with CGA. Pt performs push box 25 reps x 2 both forward/back and side/side. 3# dowel tolerated for ex in all planes. Various reaching tasks from standing with 1# weight B wrists requiring CGA. Assessed level of assistance pt requires for bathing, dressing, toileting, grooming tasks for d/c preparation. Decision making related to appropriate progression of treatment. Educated caregiver in encouraging pt to perform ADL's to max ability level safely.

**Caregiver Education:** Pt educated in safety and energy conservation techniques during ADL/self care task performance for increased independence. CNA educated in encouraging pt to perform ADL/self care tasks to max potential safely.

**Response to Treatment:** Actively participating in ADL/self care task performance. Cooperative with POC. Demonstrates carryover with some safety techniques for ADL transfers. Pt able to stand up to 6.5 min performing various reaching tasks with CGA. Pt requires rest breaks approx every 8 to 10 min.

**Remarks:** Reviewed POC and goals with OT. Pt being seen at max level of function.

**Discharge Plans:** Pt currently utilizes: w/c, hospital bed, walker, safety rails, elevated toilet, shower bench and hand held shower head. Discharge home and independent with caregiver.

**Reason for Continuation:** Pt continues to display decreased balance, decreased activity tolerance, fatigue, verbal cues for sequencing, safety and energy conservation, all of which continue to compromise safety of ADL/self care task performance. Continued evaluation/assessment required for treatment plan modifications.

Electronically Signed by Therapist: Susan Cronin, COTA (2463)

Date: 02/09/2011

Electronically Counter Signed By: Carol Jordan, OT (2565)

Date: 02/10/2011

**OT DAILY TREATMENT NOTE**

3685 - NHC HealthCare Mauldin

|                                    |                                        |                         |        |
|------------------------------------|----------------------------------------|-------------------------|--------|
| PATIENT Wade Thompson              | ID 3889                                | PAYOR Medicare Part A   | PAGE 1 |
| PHYSICIAN Sherman, Richard         | MED DX 427.89 CARDIAC DYSRHYTHMIAS NEC | February 2011           |        |
| TREATMENT DX1 LACK OF COORDINATION | TREATMENT DX2                          |                         |        |
| START OF CARE 01/27/2011           | END OF CARE                            | MED DX ONSET 01/22/2011 |        |

| DATE                                                                                            | 02/06/2011 | 02/07/2011 | 02/08/2011 | 02/09/2011 | 02/10/2011 | 02/11/2011 | 02/12/2011 |
|-------------------------------------------------------------------------------------------------|------------|------------|------------|------------|------------|------------|------------|
| CPT Codes                                                                                       | Sunday     | Monday     | Tuesday    | Wednesday  | Thursday   | Friday     | Saturday   |
| 97110 Therapeutic Exercise - develop strength and endurance, ROM and flexibility                | QTY        | 2          |            | 3          |            | 2          |            |
|                                                                                                 | MIN        | 25         |            | 39         |            | 30         |            |
|                                                                                                 | MOD        | [NA]       |            | [NA]       |            | [NA]       |            |
|                                                                                                 | MOD        |            |            |            |            |            |            |
|                                                                                                 | INIT       | SC         |            | SC         |            | SC         |            |
| 97150 Group treatment (2 or more individuals)                                                   | QTY        |            |            |            | 1          |            |            |
|                                                                                                 | MIN        |            |            |            | 50         |            |            |
|                                                                                                 | MOD        |            |            |            | [NA]       |            |            |
|                                                                                                 | MOD        |            |            |            |            |            |            |
|                                                                                                 | INIT       |            |            |            | SC         |            |            |
| 97530 Therapeutic Activities - dynamic activities to improve functional performance             | QTY        | 1          | 1          | 1          | 1          |            |            |
|                                                                                                 | MIN        | 25         | 15         | 20         | 10         |            |            |
|                                                                                                 | MOD        | [NA]       | [NA]       | [NA]       | -59        |            |            |
|                                                                                                 | MOD        |            |            |            |            |            |            |
|                                                                                                 | INIT       | SC         | SC         | SC         | C          |            |            |
| 97535 Self care/home management training (ADL compensatory training, safety, instructions for u | QTY        |            | 3          |            |            |            |            |
|                                                                                                 | MIN        |            | 45         |            |            |            |            |
|                                                                                                 | MOD        |            | -59        |            |            |            |            |
|                                                                                                 | MOD        |            |            |            |            |            |            |
|                                                                                                 | INIT       |            | SC         |            |            |            |            |
| TOTAL MIN.                                                                                      |            |            |            |            |            |            |            |
| COUNTER INITIALS                                                                                |            |            |            |            |            |            |            |

Date: 02/10/2011

97150 Electronically Signed by Therapist Susan Cronin, COTA (2463) (02/10/2011)

Note: Group therapy provided to 3 patients for improvement in B UE strength, B UE ROM, balance, activity tolerance, safety awareness and energy conservation knowledge for increased pt independence with ADL/self care task performance.

| Rehab Personnel Electronic Signature | Initials | Rehab Personnel Electronic Signature | Initials | Rehab Personnel Electronic Signature | Initials |
|--------------------------------------|----------|--------------------------------------|----------|--------------------------------------|----------|
| Carei Jordan, OT (2563)              | CJ       | Susan Cronin, COTA (2463)            | SC       |                                      |          |

Thompson, Wade: Room 118 - OT Daily Treatment Note

Run Date: Monday, February 14 2011, 03:58 AM

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HEALTH INFORMATION

NHC 0414



## OT DAILY TREATMENT NOTE

3685 - NHC HealthCare Mauldin

|                                    |                                        |                         |               |
|------------------------------------|----------------------------------------|-------------------------|---------------|
| PATIENT Wade Thompson              | ID 3889                                | PAYOR Medicare Part A   | PAGE 1        |
| PHYSICIAN Sherman, Richard         | MED DX 427.89 CARDIAC DYSRHYTHMIAS NEC |                         | February 2011 |
| TREATMENT DX1 LACK OF COORDINATION |                                        | TREATMENT DX2           |               |
| START OF CARE 01/27/2011           | END OF CARE                            | MED DX ONSET 01/22/2011 |               |

| DATE                                                                                            |      | 02/13/2011 | 02/14/2011 | 02/15/2011 | 02/16/2011 | 02/17/2011 | 02/18/2011 | 02/19/2011 |
|-------------------------------------------------------------------------------------------------|------|------------|------------|------------|------------|------------|------------|------------|
| CPT Codes                                                                                       |      | Sunday     | Monday     | Tuesday    | Wednesday  | Thursday   | Friday     | Saturday   |
| 97110 Therapeutic Exercise - develop strength and endurance, ROM and flexibility                | QTY  |            | 3          | 3          | 1          | 2          | 1          |            |
|                                                                                                 | MIN  |            | 38         | 50         | 15         | 35         | 20         |            |
|                                                                                                 | MOD  |            | [NA]       | [NA]       | -59        | [NA]       | -59        |            |
|                                                                                                 | MOD  |            |            |            |            |            |            |            |
|                                                                                                 | INIT |            | SC         | SC         | SC         | VP         | AW         |            |
| 97150 Group treatment (2 or more individuals)                                                   | QTY  |            |            |            | 1          |            |            |            |
|                                                                                                 | MIN  |            |            |            | 12         |            |            |            |
|                                                                                                 | MOD  |            |            |            | [NA]       |            |            |            |
|                                                                                                 | MOD  |            |            |            |            |            |            |            |
|                                                                                                 | INIT |            |            |            | SC         |            |            |            |
| 97535 Self care/home management training (ADL compensatory training, safety, instructions for u | QTY  |            |            | 2          | 1          |            |            |            |
|                                                                                                 | MIN  |            |            | 26         | 15         |            |            |            |
|                                                                                                 | MOD  |            |            | -59        | -59        |            |            |            |
|                                                                                                 | MOD  |            |            |            |            |            |            |            |
|                                                                                                 | INIT |            |            | SC         | SC         |            |            |            |
| TOTAL MIN.                                                                                      |      |            |            |            |            |            |            |            |
| COUNTER INITIALS                                                                                |      |            |            |            |            |            |            |            |

Date: 02/16/2011

97150 Electronically Signed by Therapist: Susan Cronin, COTA (2463) (02/16/2011)

Note: Group therapy provided to 2 patients for improvement in UE strength and ROM, standing balance, activity tolerance, safety and energy conservation techniques for increased success with ADL/self care task performance.

Date: 02/18/2011

97110 Electronically Signed by Therapist: Amy Ward, COTA (2524) (02/18/2011)

Note: Patient complains of dizziness this date and was seen for light ther ex for shortened treatment secondary to complaints of dizziness and not feeling well.

|                                      |          |                                      |          |                                      |          |
|--------------------------------------|----------|--------------------------------------|----------|--------------------------------------|----------|
| Rehab Personnel Electronic Signature | Initials | Rehab Personnel Electronic Signature | Initials | Rehab Personnel Electronic Signature | Initials |
| Valerie Praelley, COTA (2474)        | VP       | Amy Ward, COTA (2524)                | AW       | Susan Cronin, COTA (2463)            | SC       |

Thompson, Wade: Room 118 - OT Daily Treatment Note

Run Date: Monday, February 21 2011, 04:24 AM

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HEALTH INFORMATION

NHC 0415

# Occupational Therapy Progress Report

NHC HealthCare Mauldin

02/10/2011 - 02/16/2011

|                                    |                                        |                         |
|------------------------------------|----------------------------------------|-------------------------|
| PATIENT Wade Thompson              | ID 3889                                | PAYOR Medicare Part A   |
| PHYSICIAN Richard Sherman          | MED DX 427.89 CARDIAC DYSRHYTHMIAS NEC |                         |
| TREATMENT DX1 LACK OF COORDINATION | TREATMENT DX2                          |                         |
| START OF CARE 01/27/2011           | END OF CARE                            | MED DX ONSET 01/22/2011 |

Patient was seen this period by skilled OT services 5 sessions.

Patient's progress is as follows:

| GOAL TOPIC                                   | CURRENT                                                                                                                                                                                                                                                                                                                                                           | PREVIOUS                                                                                                                                                                                                                                                                                                                                                                                                  | TARGET GOAL                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Activity Tolerance: General                  | The patient actively participates in 50 minutes of graded therapeutic activities influenced by decreased balance, decreased activity tolerance and fatigue.                                                                                                                                                                                                       | The patient actively participates in 45 minutes of graded therapeutic activities influenced by decreased activity tolerance, fatigue and decreased balance.                                                                                                                                                                                                                                               | The patient will actively participate for 60 minutes of graded therapeutic activities, due to an improvement in weakness, influenced by increased activity tolerance in order to increase independence and to complete self care tasks.                                                                                                                                                                                        |
| Safety                                       | The patient demonstrates minimally impaired (51% to 74% intact) safety awareness and requires 10% verbal instruction/cues.                                                                                                                                                                                                                                        | The patient demonstrates minimally impaired (51% to 74% intact) safety awareness and requires 10% verbal instruction/cues for safety during ADL/task performance.                                                                                                                                                                                                                                         | The patient will increase safety awareness to WFL (75% to 90% intact) with no instruction/ cues to safely/effectively perform dressing tasks and ensure patient safety in living environment.                                                                                                                                                                                                                                  |
| Self-Care: Bathing - Sponge Bathe Lower Body | The patient is able to access shower bench from w/c or walker level and utilize hand held shower head to safely bathe and dry lower body with balance grade of G static (able to maintain balance against moderate resistance) requiring stand by assistance (dose enough to reach patient if assist needed) with initiation cue and 15% verbal instruction/cues. | The patient is able to access shower bench from w/c or walker level to safely bathe and dry lower body using hand held shower head and grab bars with balance grade of G-/F+ dynamic (able to maintain balance against minimal resistance and able to weight shift and cross midline min) requiring minimal assistance (1-25% assist) with initiation cue and 15% verbal instruction/cues.                | <b>**GOAL Upgraded on 2/21/2011**</b> The patient will utilize grab bars with balance grade of G+ dynamic (able to maintain balance against moderate/maximal resistance and able to weight shift and cross midline mod/full) to safely sponge bathe and dry lower body increasing to set-up (assist for device retrieval or modification of environment) with no instruction/ cues seated with use of hand held shower nozzle. |
| Self-Care: Dressing - Lower Body             | The patient is able to safely don/doff lower body clothing articles using safety rails or walker for LB clothing adjustments with G static (able to maintain balance against moderate resistance) balance requiring contact guard assist (contact with patient due to unsteadiness) with initiation cue and 15% verbal instruction/cues while sitting.            | The patient is able to safely don/doff lower body clothing articles using grab bars for clothing adjustments with G-/F+ dynamic (able to maintain balance against minimal resistance and able to weight shift and cross midline min) balance requiring minimal assistance (1-25% assist) with initiation cue and 15% verbal instruction/cues for safety and energy conservation techniques while sitting. | The patient will utilize no assistive device to safely don/doff lower body clothing articles increasing to supervision (needs verbal cueing but no physical assist) with 10% verbal instruction/cues with G dynamic (able to maintain balance against moderate resistance and able to weight shift and cross midline mod) balance while sitting EOB.                                                                           |
| Self-Care: Hygiene/Grooming - General        | The patient is able to safely complete all hygiene and grooming tasks requiring set-up (assist for device retrieval or modification of environment) with no instruction/ cues while seated in wheelchair.                                                                                                                                                         | The patient is able to safely complete all hygiene and grooming tasks requiring set-up (assist for device retrieval or modification of environment) with no instruction/ cues while seated in wheelchair requiring increased time.                                                                                                                                                                        | The patient will safely complete all hygiene and grooming tasks increasing to modified independence (assistive device or extra time needed) with no instruction/ cues while standing at walker level.                                                                                                                                                                                                                          |
| Self-Care: Toileting- General                | The patient is able to safely perform all toileting tasks utilizing elevated toilet and safety rails accessing from w/c level requiring contact guard assist (contact with patient due to unsteadiness) with initiation cue and 15% verbal instruction/cues.                                                                                                      | The patient is able to safely perform all toileting tasks utilizing elevated toilet and grab bars accessing from w/c or walker level requiring minimal assistance (1-25% assist) with 15% verbal instruction/cues.                                                                                                                                                                                        | The patient will safely perform all toileting tasks utilizing walker increasing to supervision (needs verbal cueing but no physical assist) with 10% verbal instruction/cues with elevated toilet.                                                                                                                                                                                                                             |
| Strength: General                            | The patient demonstrates 8 UE bicep/tricep muscle strength of 4+/5 good plus (full ROM against and takes moderate to strong resistance). CGA for sit to stand.                                                                                                                                                                                                    | The patient demonstrates 8 UE tricep muscle strength of 4+/5 good plus (full ROM against and takes moderate to strong resistance). Min A required for sit to stand from w/c level for ADL task performance and ADL transfers w/c <-> shower bench or elevated toilet seat.                                                                                                                                | The patient will improve muscle strength to 5/5 normal (full ROM against maximum resistance and gravity) 8 UE triceps in order to complete self care tasks.                                                                                                                                                                                                                                                                    |

Patient continues to require skilled OT services to focus on:

- 97110 - Therapeutic Exercise - develop strength and endurance, ROM and flexibility
- 97150 - Group treatment (2 or more individuals)
- 97530 - Therapeutic Activities - dynamic activities to improve functional performance

Thompson, Wade: Room 118 - Occupational Therapy Progress Report

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HEALTH INFORMATION

NHC 0416

# Occupational Therapy Progress Report

## NHC HealthCare Mauldin

02/10/2011 - 02/16/2011.

|                                    |                                        |                         |
|------------------------------------|----------------------------------------|-------------------------|
| PATIENT Wade Thompson              | ID 3869                                | PAYOR Medicare Part A   |
| PHYSICIAN Richard Sherman          | MED DX 427.89 CARDIAC DYSRHYTHMIAS NEC |                         |
| TREATMENT DX1 LACK OF COORDINATION |                                        | TREATMENT DX2.          |
| START OF CARE 01/27/2011           | END OF CARE                            | MED DX ONSET 01/22/2011 |

Patient was seen this period by skilled OT services 5 sessions.

97535 - Self care/home management training (ADL compensatory training, safety, instructions for use of assistive devices, home visit)

**Long Term Goal:** Patient will be Modified Independent with ADL, ADL functional mobility from least restrictive assistive device demonstrating good safety awareness.

**Precautions:** Standard fall precautions; tab alert with low bed; diet: Regular

**Evidence of Skilled Service:** Ergometer 8 min both forward and reverse from standing position. Assessed bathing, dressing, toileting and grooming task performance. 3# dowel exercises in all planes 20 reps. Various reaching tasks with 1# weight B wrists.

**Caregiver Education:** Pt educated in safety awareness and energy conservation during ADL/self care task performance.

**Response to Treatment:** Cooperative with POC. Actively participating in bathing, dressing, toileting, grooming as well as therapeutic tasks.

**Remarks:** Reviewed POC and goals with OT. Pt being seen at maximal intensity level.

**Discharge Plans:** Discharge home and independent with caregiver. Pt currently utilizes: shower bench, hand held shower, elevated toilet, safety rails, walker and w/c.

**Reason for Continuation:** Decreased activity tolerance, fatigue, verbal cues for sequencing tasks, decreased balance continue to compromise safety of ADL/self care task performance. Continued evaluation/assessment required for treatment plan modifications.

Electronically Signed by Therapist: Susan Cronin, COTA (2463)

Date: 02/16/2011

Electronically Counter Signed By: Carol Jordan, OT (2565)

Date: 02/21/2011

## Occupational Therapy Progress Report

NHC HealthCare Mauldin

02/10/2011 - 02/16/2011

|                                    |                                        |                         |
|------------------------------------|----------------------------------------|-------------------------|
| PATIENT Wade Thompson              | ID 3889                                | PAYOR Medicare Part A   |
| PHYSICIAN Richard Sherman          | MED DX 427.89 CARDIAC DYSRHYTHMIAS NEC |                         |
| TREATMENT DX1 LACK OF COORDINATION | TREATMENT DX2                          |                         |
| START OF CARE 01/27/2011           | END OF CARE                            | MED DX ONSET 01/22/2011 |

Patient was seen this period by skilled OT services 5 sessions.

Patient's progress is as follows:

| GOAL TOPIC                                   | CURRENT                                                                                                                                                                                                                                                                                                                                                            | PREVIOUS                                                                                                                                                                                                                                                                                                                                                                                                  | TARGET GOAL                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Activity Tolerance: General                  | The patient actively participates in 50 minutes of graded therapeutic activities influenced by decreased balance, decreased activity tolerance and fatigue.                                                                                                                                                                                                        | The patient actively participates in 45 minutes of graded therapeutic activities influenced by decreased activity tolerance, fatigue and decreased balance.                                                                                                                                                                                                                                               | The patient will actively participate for 60 minutes of graded therapeutic activities, due to an improvement in weakness influenced by increased activity tolerance in order to increase independence and to complete self care tasks.                                                                                                                                                                                  |
| Safety                                       | The patient demonstrates minimally impaired (51% to 74% intact) safety awareness and requires 10% verbal instruction/cues.                                                                                                                                                                                                                                         | The patient demonstrates minimally impaired (51% to 74% intact) safety awareness and requires 10% verbal instruction/cues for safety during ADL/task performance.                                                                                                                                                                                                                                         | The patient will increase safety awareness to WFL (75% to 90% intact) with no instruction/ cues to safely/effectively perform dressing tasks and ensure patient safety in living environment.                                                                                                                                                                                                                           |
| Self-Care: Bathing - Sponge Bathe Lower Body | The patient is able to access shower bench from w/c or walker level and utilize hand held shower head to safely bathe and dry lower body with balance grade of G static (able to maintain balance against moderate resistance) requiring stand by assistance (close enough to reach patient if assist needed) with initiation cue and 15% verbal instruction/cues. | The patient is able to access shower bench from w/c or walker level to safely bathe and dry lower body using hand held shower head and grab bars with balance grade of G-/F+ dynamic (able to maintain balance against minimal resistance and able to weight shift and cross midline min) requiring minimal assistance (1-25% assist) with initiation cue and 15% verbal instruction/cues.                | **GOAL Upgraded on 2/21/2011** The patient will utilize grab bars with balance grade of G+ dynamic (able to maintain balance against moderate/maximal resistance and able to weight shift and cross midline mod/full) to safely sponge bathe and dry lower body increasing to set-up (assist for device retrieval or modification of environment) with no instruction/ cues seated with use of hand held shower nozzle. |
| Self-Care: Dressing - Lower Body             | The patient is able to safely don/doff lower body clothing articles using safety rails or walker for LB clothing adjustments with G static (able to maintain balance against moderate resistance) balance requiring contact guard assist (contact with patient due to unsteadiness) with initiation cue and 15% verbal instruction/cues while sitting.             | The patient is able to safely don/doff lower body clothing articles using grab bars for clothing adjustments with G-/F+ dynamic (able to maintain balance against minimal resistance and able to weight shift and cross midline min) balance requiring minimal assistance (1-25% assist) with initiation cue and 15% verbal instruction/cues for safety and energy conservation techniques while sitting. | The patient will utilize no assistive device to safely don/doff lower body clothing articles increasing to supervision (needs verbal cueing but no physical assist) with 10% verbal instruction/cues with G dynamic (able to maintain balance against moderate resistance and able to weight shift and cross midline mod) balance while sitting EOB.                                                                    |
| Self-Care: Hygiene/Grooming - General        | The patient is able to safely complete all hygiene and grooming tasks requiring set-up (assist for device retrieval or modification of environment) with no instruction/ cues while seated in wheelchair.                                                                                                                                                          | The patient is able to safely complete all hygiene and grooming tasks requiring set-up (assist for device retrieval or modification of environment) with no instruction/ cues while seated in wheelchair requiring increased time.                                                                                                                                                                        | The patient will safely complete all hygiene and grooming tasks increasing to modified independence (assistive device or extra time needed) with no instruction/ cues while standing at walker level.                                                                                                                                                                                                                   |
| Self-Care: Toileting - General               | The patient is able to safely perform all toileting tasks utilizing elevated toilet and safety rails accessing from w/c level requiring contact guard assist (contact with patient due to unsteadiness) with initiation cue and 15% verbal instruction/cues.                                                                                                       | The patient is able to safely perform all toileting tasks utilizing elevated toilet and grab bars accessing from w/c or walker level requiring minimal assistance (1-25% assist) with 15% verbal instruction/cues.                                                                                                                                                                                        | The patient will safely perform all toileting tasks utilizing walker increasing to supervision (needs verbal cueing but no physical assist) with 10% verbal instruction/cues with elevated toilet.                                                                                                                                                                                                                      |
| Strength: General                            | The patient demonstrates B UE bicep/tricep muscle strength of 4+/5 good plus (full ROM against and takes moderate to strong resistance). CGA for sit to stand.                                                                                                                                                                                                     | The patient demonstrates B UE tricep muscle strength of 4+/5 good plus (full ROM against and takes moderate to strong resistance). Min A required for sit to stand from w/c level for ADL task performance and ADL transfers w/c <-> shower bench or elevated toilet seat.                                                                                                                                | The patient will improve muscle strength to 5/5 normal (full ROM against maximum resistance and gravity) B UE triceps in order to complete self care tasks.                                                                                                                                                                                                                                                             |

Patient continues to require skilled OT services to focus on:

- 97110 - Therapeutic Exercise - develop strength and endurance, ROM and flexibility
- 97150 - Group treatment (2 or more individuals)
- 97530 - Therapeutic Activities - dynamic activities to improve functional performance

Thompson, Wade: Room 118 - Occupational Therapy Progress Report

Run Date: Monday, February 21, 2011 03:03 PM

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HEALTH INFORMATION

NHC 0418

# Occupational Therapy Progress Report

## NHC HealthCare Mauldin

02/10/2011 - 02/16/2011

|                                    |                                        |                         |
|------------------------------------|----------------------------------------|-------------------------|
| PATIENT Wade Thompson              | ID 3889                                | PAYOR Medicare Part A   |
| PHYSICIAN Richard Sherman          | MED DX 427.89 CARDIAC DYSRHYTHMIAS NEC |                         |
| TREATMENT DX1 LACK OF COORDINATION |                                        | TREATMENT DX2           |
| START OF CARE 01/27/2011           | END OF CARE                            | MED DX ONSET 01/22/2011 |

Patient was seen this period by skilled OT services 5 sessions.

97535 - Self care/home management training (ADL compensatory training, safety, instructions for use of assistive devices, home visit)

**Long Term Goal:** Patient will be Modified Independent with ADL, ADL functional mobility from least restrictive assistive device demonstrating good safety awareness.

**Precautions:** Standard fall precautions; tab alert with low bed; diet: Regular

**Evidence of Skilled Service:** Ergometer 8 min both forward and reverse from standing position. Assessed bathing, dressing, toileting and grooming task performance. 3# dowel exercises in all planes 20 reps. Various reaching tasks with 1# weight B wrists.

**Caregiver Education:** Pt educated in safety awareness and energy conservation during ADL/self care task performance.

**Response to Treatment:** Cooperative with POC. Actively participating in bathing, dressing, toileting, grooming as well as their ex/act tasks.

**Remarks:** Reviewed POC and goals with OT. Pt being seen at maximal intensity level.

**Discharge Plans:** Discharge home and Independent with caregiver. Pt currently utilizes: shower bench, hand held shower, elevated toilet, safety rails, walker and w/c.

**Reason for Continuation:** Decreased activity tolerance, fatigue, verbal cues for sequencing tasks, decreased balance continue to compromise safety of ADL/self care task performance. Continued evaluation/assessment required for treatment plan modifications.

Electronically Signed by Therapist: Susan Cronin, COTA (2463)

Date: 02/16/2011

Electronically Counter Signed By: Carol Jordan, OT (2565)

Date: 02/21/2011

UPDATED PLAN OF TREATMENT

(COMPLETE FOR RECERTIFICATION OR DISCHARGE CLAIMS)

|                                                                                                            |                                                                                  |                               |  |                                                 |                               |                              |
|------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|-------------------------------|--|-------------------------------------------------|-------------------------------|------------------------------|
| 1. PATIENT LAST NAME<br>Thompson                                                                           |                                                                                  | FIRST NAME<br>Wade            |  | M.I.<br>                                        | 2. PROVIDER NO.<br>1659306215 | 3. HICN<br>247509629A        |
| 4. PROVIDER NAME<br>NHC HealthCare Mauldin                                                                 |                                                                                  | 5. MEDICAL RECORD NO.<br>3889 |  | 6. ONSET DATE<br>01/22/2011                     | 7. SOC DATE<br>01/27/2011     |                              |
| 8. TYPE<br><input type="checkbox"/> PT <input checked="" type="checkbox"/> OT <input type="checkbox"/> SLP | 9. PRIMARY DIAGNOSIS (Portico Medical D.I.C.)<br>427.89 CARDIAC DYSRHYTHMIAS NEC |                               |  | 10. TREATMENT DIAGNOSIS<br>LACK OF COORDINATION |                               | 11. PAYOR<br>Medicare Part A |

12. FREQ/DURATION (e.g. 3/Week x 4 Weeks)

5 times a week for 4 weeks

13. CURRENT PLAN UPDATED FUNCTIONAL GOALS (Specify changes to goals and plan)

GOALS (Short Term) In 2 weeks

1. Activity Tolerance: General - The patient will actively participate for 60 minutes of graded therapeutic activities, due to an improvement in weakness, influenced by increased activity tolerance in order to increase independence and to complete self care tasks.
2. Safety - The patient will increase safety awareness to WFL (75% to 90% intact) with no instruction/ cues to safely/effectively perform dressing tasks and ensure patient safety in living environment.
3. Self-Care: Bathing - Sponge Bathe Lower Body - The patient will utilize grab bars with balance grade of G+ dynamic (able to maintain balance against moderate/maximal resistance and able to weight shift and cross midline mod/full) to safely sponge bathe and dry lower body increasing to set-up (assist for device retrieval or modification of environment) with no instruction/ cues seated with use of hand held shower nozzle.
4. Self-Care: Dressing - Lower Body - The patient will utilize no assistive device to safely don/doff lower body clothing articles increasing to supervision (needs verbal cueing but no physical assist) with 10% verbal instruction/cues with G dynamic (able to maintain balance against moderate resistance and able to weight shift and cross midline mod) balance while sitting EOB.
5. Self-Care: Hygiene/Grooming - General - The patient will safely complete all hygiene and grooming tasks increasing to modified independence (assistive device or extra time needed) with no instruction/ cues while standing at walker level.
6. Self-Care: Toileting - General - The patient will safely perform all toileting tasks utilizing walker increasing to supervision (needs verbal cueing but no physical assist) with 10% verbal instruction/cues with elevated toilet.
7. Strength: General - The patient will improve muscle strength to 5/5 normal (full ROM against maximum resistance and gravity) B UE triceps in order to complete self care tasks.

OUTCOME (Long Term) In 4 weeks

Patient will be Modified Independent with ADL, ADL functional mobility from least restrictive assistive device demonstrating good safety awareness.

PLAN

- 97110 - Therapeutic Exercise - develop strength and endurance, ROM and flexibility
- 97150 - Group treatment (2 or more individuals)
- 97530 - Therapeutic Activities - dynamic activities to improve functional performance
- 97535 - Self care/home management training (ADL compensatory training, safety, instructions for use of assistive devices, home visit)

PRECAUTIONS

Standard fall precautions; tab alert with low bed; diet: Regular

I HAVE REVIEWED THIS PLAN OF TREATMENT AND RECERTIFY A CONTINUING NEED FOR SERVICES.

14. PHYSICIAN'S SIGNATURE

☐ N/A

15. DATE

16. RECERTIFICATION

FROM 02/24/2011 THROUGH 03/23/2011 ☐ N/A

17. ON FILE (Print physician's name)

☒ Richard Sherman

18. REASON(S) FOR CONTINUING TREATMENT THIS BILLING PERIOD (Clarify goals and necessity for continued skilled care)

Decline noted previous week currently being investigated by physician. Neurologist appointment scheduled for 2/25/11. Decreased activity tolerance, decreased balance, decreased safety awareness, confusion and fatigue significantly compromise safety of ADL performance.

19. STANDARDIZED TESTS

Thompson, Wade: Room 118 - Occupational Therapy 701/UPOC

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NHC 0420

Dynamometer = Right grip 60 lbs, left grip 45 lbs  
Informal ADL, ADL functional mobility testing completed throughout this certification period.

|                                               |            |
|-----------------------------------------------|------------|
| 20. ELECTRONICALLY SIGNED BY AND COMPLETED BY | DATE       |
| Carol Jordan, OT (2565)                       | 02/24/2011 |

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NHC 0421

PLAN OF TREATMENT

(COMPLETE FOR INITIAL CLAIMS ONLY)

|                                                                                                            |                                                                                   |                                                 |                               |                       |
|------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------------------------------------------|-------------------------------|-----------------------|
| 1. PATIENT LAST NAME<br>Thompson                                                                           | FIRST NAME<br>Wade                                                                | M.I.                                            | 2. PROVIDER NO.<br>1659306215 | 3. HICN<br>247509629A |
| 4. PROVIDER NAME<br>NHC HealthCare Mauldin                                                                 | 5. MEDICAL RECORD NO.<br>3889                                                     | 6. ONSET DATE<br>01/22/2011                     | 7. SOC DATE<br>01/27/2011     |                       |
| 8. TYPE<br><input type="checkbox"/> PT <input checked="" type="checkbox"/> OT <input type="checkbox"/> SLP | 9. PRIMARY DIAGNOSIS (Persistent Medical D.X.)<br>427.89 CARDIAC DYSRHYTHMIAS NEC | 10. TREATMENT DIAGNOSIS<br>LACK OF COORDINATION | 11. VISITS FROM SOC<br>21     |                       |

21. FUNCTIONAL LEVEL (End of billing period) PROGRESS REPORT ☒ CONTINUE SERVICES OR ☐ DC SERVICES

1. Activity Tolerance: General - The patient actively participates in 40 minutes of graded therapeutic activities influenced by dizziness, decreased balance, decreased activity tolerance and decreased safety awareness. This is a decline from last reporting period secondary to pt c/o dizziness and increased fatigue.
2. Safety - The patient demonstrates moderately impaired (25% to 50% intact) safety awareness and requires 25% verbal instruction/cues. This is a decline from last reporting period. Pt currently c/o dizziness and displays increased confusion which has been reported to nsg.
3. Self-Care: Bathing - Sponge Bathe Lower Body - The patient is able to access shower bench from w/c or walker utilizing hand held shower head to safely sponge bathe and dry lower body using with balance grade of G-/F+ dynamic (able to maintain balance against minimal resistance and able to weight shift and cross midline min) requiring contact guard assist (contact with patient due to unsteadiness) with initiation cue and 25% verbal instruction/cues. This is a decline from last reporting period.
4. Self-Care: Dressing - Lower Body - The patient is able to safely don/doff lower body clothing articles using safety rails or walker for LB clothing adjustments with G-/F+ dynamic (able to maintain balance against minimal resistance and able to weight shift and cross midline min) balance requiring minimal assistance (1-25% assist) with initiation cue and 25% verbal instruction/cues while sitting.
5. Self-Care: Hygiene/Grooming - General - The patient is able to safely complete all hygiene and grooming tasks requiring set-up (assist for device retrieval or modification of environment) with 25% verbal instruction/cues while sitting.
6. Self-Care: Toileting - General - The patient is able to safely access elevated toilet from w/c or walker level to perform all toileting tasks utilizing grab bars requiring minimal assistance (1-25% assist) with initiation cue and 25% verbal instruction/cues. This is a decline from last reporting period.
7. Strength: General - The patient demonstrates B UE bicep/tricep muscle strength of 4/5 good (full ROM against gravity and moderate resistance). Pt requires CGA sit to stand.

22. CAREGIVER EDUCATION

Patient alert, oriented to self/place/time, able to make needs/wants known. Consistently treating CNA/NSG educated current assistance needs, recommendations for environmental set up/modifications based to maximize safety at current functioning.

23. UPDATED STANDARDIZED TESTS

Dynamometer = Right grip 60 lbs, left grip 45 lbs  
Informal ADL, ADL functional mobility testing completed throughout this certification period.

24. REASON(S) FOR CONTINUATION

Decline noted previous week currently being investigated by physician. Neurologist appointment scheduled for 2/25/11. Decreased activity tolerance, decreased balance, decreased safety awareness, confusion and fatigue significantly compromise safety of ADL performance.

27. ELECTRONICALLY SIGNED BY AND COMPLETED BY

Carol Jordan, OT (2565) 02/24/2011

28. SERVICE DATES

FROM 01/27/2011 THROUGH 02/23/2011

Form CMS-700

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HEALTH INFORMATION

NHC 0422



# Occupational Therapy Progress Report

NHC HealthCare Mauldin

02/17/2011 - 02/23/2011

|                                    |                                        |                         |
|------------------------------------|----------------------------------------|-------------------------|
| PATIENT Wade Thompson              | ID 3889                                | PAYOR Medicare Part A   |
| PHYSICIAN Richard Sherman          | MED DX 427.89 CARDIAC DYSRHYTHMIAS NEC |                         |
| TREATMENT DX1 LACK OF COORDINATION |                                        | TREATMENT DX2           |
| START OF CARE 01/27/2011           | END OF CARE                            | MED DX ONSET 01/22/2011 |

Patient was seen this period by skilled OT services 5 sessions.

Patient's progress is as follows:

| GOAL TOPIC                                   | CURRENT                                                                                                                                                                                                                                                                                                                                                                                                                                                             | PREVIOUS                                                                                                                                                                                                                                                                                                                                                           | TARGET GOAL                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Activity Tolerance: General                  | The patient actively participates in 40 minutes of graded therapeutic activities influenced by dizziness, decreased balance, decreased activity tolerance and decreased safety awareness. This is a decline from last reporting period secondary to pt c/o dizziness and increased fatigue.                                                                                                                                                                         | The patient actively participates in 50 minutes of graded therapeutic activities influenced by decreased balance, decreased activity tolerance and fatigue.                                                                                                                                                                                                        | The patient will actively participate for 60 minutes of graded therapeutic activities, due to an improvement in weakness influenced by increased activity tolerance in order to increase independence and to complete self care tasks.                                                                                                                                                   |
| Safety                                       | The patient demonstrates moderately impaired (25% to 50% intact) safety awareness and requires 25% verbal instruction/cues. This is a decline from last reporting period. Pt currently c/o dizziness and displays increased confusion which has been reported to nsg.                                                                                                                                                                                               | The patient demonstrates minimally impaired (51% to 74% intact) safety awareness and requires 10% verbal instruction/cues.                                                                                                                                                                                                                                         | The patient will increase safety awareness to WFL (75% to 90% intact) with no instruction/ cues to safely/effectively perform dressing tasks and ensure patient safety in living environment.                                                                                                                                                                                            |
| Self-Care: Bathing - Sponge Bathe Lower Body | The patient is able to access shower bench from w/c or walker utilizing hand held shower head to safely sponge bathe and dry lower body using with balance grade of G-/F+ dynamic (able to maintain balance against minimal resistance and able to weight shift and cross midline min) requiring contact guard assist (contact with patient due to unsteadiness) with initiation cue and 25% verbal instruction/cues. This is a decline from last reporting period. | The patient is able to access shower bench from w/c or walker level and utilize hand held shower head to safely bathe and dry lower body with balance grade of G static (able to maintain balance against moderate resistance) requiring stand by assistance (close enough to reach patient if assist needed) with initiation cue and 15% verbal instruction/cues. | The patient will utilize grab bars with balance grade of G+ dynamic (able to maintain balance against moderate/maximal resistance and able to weight shift and cross midline mod/full) to safely sponge bathe and dry lower body increasing to set-up (assist for device retrieval or modification of environment) with no instruction/ cues seated with use of hand held shower nozzle. |
| Self-Care: Dressing - Lower Body             | The patient is able to safely don/doff lower body clothing articles using safety rails or walker for LB clothing adjustments with G-/F+ dynamic (able to maintain balance against minimal resistance and able to weight shift and cross midline min) balance requiring minimal assistance (1-25% assist) with initiation cue and 25% verbal instruction/cues while sitting.                                                                                         | The patient is able to safely don/doff lower body clothing articles using safety rails or walker for LB clothing adjustments with G static (able to maintain balance against moderate resistance) balance requiring contact guard assist (contact with patient due to unsteadiness) with initiation cue and 15% verbal instruction/cues while sitting.             | The patient will utilize no assistive device to safely don/doff lower body clothing articles increasing to supervision (needs verbal cueing but no physical assist) with 10% verbal instruction/cues with G dynamic (able to maintain balance against moderate resistance and able to weight shift and cross midline mod) balance while sitting EOB.                                     |
| Self-Care: Hygiene/Grooming - General        | The patient is able to safely complete all hygiene and grooming tasks requiring set-up (assist for device retrieval or modification of environment) with 25% verbal instruction/cues while sitting.                                                                                                                                                                                                                                                                 | The patient is able to safely complete all hygiene and grooming tasks requiring set-up (assist for device retrieval or modification of environment) with no instruction/ cues while seated in wheelchair.                                                                                                                                                          | The patient will safely complete all hygiene and grooming tasks increasing to modified independence (assistive device or extra time needed) with no instruction/ cues while standing at walker level.                                                                                                                                                                                    |
| Self-Care: Toileting- General                | The patient is able to safely access elevated toilet from w/c or walker level to perform all toileting tasks utilizing grab bars requiring minimal assistance (1-25% assist) with initiation cue and 25% verbal instruction/cues. This is a decline from last reporting period.                                                                                                                                                                                     | The patient is able to safely perform all toileting tasks utilizing elevated toilet and safety rails accessing from w/c level requiring contact guard assist (contact with patient due to unsteadiness) with initiation cue and 15% verbal instruction/cues.                                                                                                       | The patient will safely perform all toileting tasks utilizing walker increasing to supervision (needs verbal cueing but no physical assist) with 10% verbal instruction/cues with elevated toilet.                                                                                                                                                                                       |
| Strength: General                            | The patient demonstrates 8 UE bicep/tricep muscle strength of 4/5 good (full ROM against gravity and moderate resistance). Pt requires CGA sit to stand.                                                                                                                                                                                                                                                                                                            | The patient demonstrates 8 UE bicep/tricep muscle strength of 4+/5 good plus (full ROM against and takes moderate to strong resistance). CGA for sit to stand.                                                                                                                                                                                                     | The patient will improve muscle strength to 5/5 normal (full ROM against maximum resistance and gravity) 8 UE biceps in order to complete self care tasks.                                                                                                                                                                                                                               |

Patient continues to require skilled OT services to focus on:

97110 - Therapeutic Exercise - develop strength and endurance, ROM and flexibility

97150 - Group treatment (2 or more individuals)

97530 - Therapeutic Activities - dynamic activities to improve functional performance

97535 - Self care/home management training (ADL compensatory training, safety, instructions for use of assistive devices,

Thompson, Wade: Room 118 - Occupational Therapy Progress Report

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HEALTH INFORMATION

NHC 0423

# Occupational Therapy Progress Report

## NHC HealthCare Mauldin

02/17/2011 - 02/23/2011

|                                    |                                        |                         |
|------------------------------------|----------------------------------------|-------------------------|
| PATIENT Wade Thompson              | ID 3889                                | PAYOR Medicare Part A   |
| PHYSICIAN Richard Sherman          | MED DX 427.89 CARDIAC DYSRHYTHMIAS NEC |                         |
| TREATMENT DX1 LACK OF COORDINATION |                                        | TREATMENT DX2           |
| START OF CARE 01/27/2011           | END OF CARE                            | MED DX ONSET 01/22/2011 |

Patient was seen this period by skilled OT services 5 sessions.

(home visit)

**Long Term Goal:** Patient will be Modified Independent with ADL, ADL functional mobility from least restrictive assistive device demonstrating good safety awareness.

**Precautions:** Standard fall precautions; tab alert with low bed; diet: Regular

**Evidence of Skilled Service:** Ergometer 10 min x 2 forward and reverse from seated position. Push box 6# 20 reps x 2 both forward/back and side/side. 3# dowel ex in all planes 10 reps. Assessed ADL/self care task performance.

**Caregiver Education:** Nsg and CNA informed and educated on pt c/o dizziness and c/o fatigue which has impacted pt level of assist required for safe completion of ADL/self care task performance.

**Response to Treatment:** Cooperative with POC. Complaints of dizziness and fatigue of which nsg notified by this therapist. Actively participating in ADL/self care task performance.

**Remarks:** This reporting period pt has c/o dizziness and fatigue and presented with mildly increased confusion. Nsg has been notified and will investigate possible causes of pt decline. Consultation with NSG resulting in will check on possible reasons for pt increased confusion and pt c/o dizziness and fatigue. Reviewed POC and goals with OT. Pt being seen at maximum intensity level.

**Discharge Plans:** Pt currently requires: w/c, walker, safety rails, elevated toilet, shower bench and hand held shower head. Discharge home and independent with caregiver.

**Reason for Continuation:** Continued evaluation/assessment required for treatment plan modifications. Decreased activity tolerance, decreased balance, decreased safety awareness, confusion and fatigue continue to compromise safety of ADL/self care task performance.

Electronically Signed by Therapist: Susan Cronin, COTA (2463)

Date: 02/23/2011

Electronically Counter Signed By: Carol Jordan, OT (2565)

Date: 02/24/2011

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HEALTH INFORMATION

NHC 0424

# Occupational Therapy Progress Report

NHC HealthCare Mauldin

02/24/2011 - 03/03/2011

|                                    |                                        |                         |
|------------------------------------|----------------------------------------|-------------------------|
| PATIENT Wade Thompson              | ID 3889                                | PAYOR Medicare Part A   |
| PHYSICIAN Richard Sherman          | MED DX 427.89 CARDIAC DYSRHYTHMIAS NEC |                         |
| TREATMENT DX1 LACK OF COORDINATION |                                        | TREATMENT DX2           |
| START OF CARE 01/27/2011           | END OF CARE                            | MED DX ONSET 01/22/2011 |

Patient was seen this period by skilled OT services 6 sessions.

Patient's progress is as follows:

| GOAL TOPIC                                   | CURRENT                                                                                                                                                                                                                                                                                                                                                                                                               | PREVIOUS                                                                                                                                                                                                                                                                                                                                                                                                                                                            | TARGET GOAL                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Activity Tolerance: General                  | The patient actively participates in 45 minutes of graded therapeutic activities influenced by c/o dizziness which has been discussed with nsg, fatigue, decreased activity tolerance and anxiety.                                                                                                                                                                                                                    | The patient actively participates in 40 minutes of graded therapeutic activities influenced by dizziness, decreased balance, decreased activity tolerance and decreased safety awareness. This is a decline from last reporting period secondary to pt c/o dizziness and increased fatigue.                                                                                                                                                                         | The patient will actively participate for 60 minutes of graded therapeutic activities, due to an improvement in weakness, influenced by increased activity tolerance in order to increase independence and to complete self care tasks.                                                                                                                                                  |
| Safety                                       | The patient demonstrates minimally impaired (51% to 74% intact) safety awareness and requires 15% verbal instruction/cues.                                                                                                                                                                                                                                                                                            | The patient demonstrates moderately impaired (25% to 50% intact) safety awareness and requires 25% verbal instruction/cues. This is a decline from last reporting period. Pt currently c/o dizziness and displays increased confusion which has been reported to nsg.                                                                                                                                                                                               | The patient will increase safety awareness to WFL (75% to 90% intact) with no instruction/ cues to safely/effectively perform dressing tasks and ensure patient safety in living environment.                                                                                                                                                                                            |
| Self-Care: Bathing - Sponge Bathe Lower Body | The patient is able to safely access shower bench from walker level to sponge bathe and dry lower body using hand held shower head and grab bars with balance grade of G dynamic (able to maintain balance against moderate resistance and able to weight shift and cross midline mod) requiring contact guard assist (contact with patient due to unsteadiness) with initiation cue and 25% verbal instruction/cues. | The patient is able to access shower bench from w/c or walker utilizing hand held shower head to safely sponge bathe and dry lower body using with balance grade of G-/F+ dynamic (able to maintain balance against minimal resistance and able to weight shift and cross midline min) requiring contact guard assist (contact with patient due to unsteadiness) with initiation cue and 25% verbal instruction/cues. This is a decline from last reporting period. | The patient will utilize grab bars with balance grade of G+ dynamic (able to maintain balance against moderate/maximal resistance and able to weight shift and cross midline mod/full) to safely sponge bathe and dry lower body increasing to set-up (assist for device retrieval or modification of environment) with no instruction/ cues seated with use of hand held shower nozzle. |
| Self-Care: Dressing - Lower Body             | The patient is able to safely don/doff lower body clothing articles using walker or grab bars with G dynamic (able to maintain balance against moderate resistance and able to weight shift and cross midline mod) balance requiring contact guard assist (contact with patient due to unsteadiness) with initiation cue and 25% verbal instruction/cues while sitting.                                               | The patient is able to safely don/doff lower body clothing articles using safety rails or walker for LB clothing adjustments with G-/F+ dynamic (able to maintain balance against minimal resistance and able to weight shift and cross midline min) balance requiring minimal assistance (1-25% assist) with initiation cue and 25% verbal instruction/cues while sitting.                                                                                         | The patient will utilize no assistive device to safely don/doff lower body clothing articles increasing to supervision (needs verbal cueing but no physical assist) with 10% verbal instruction/cues with G dynamic (able to maintain balance against moderate resistance and able to weight shift and cross midline mod) balance while sitting EOB.                                     |
| Self-Care: Hygiene/Grooming - General        | The patient is able to safely complete all hygiene and grooming tasks requiring set-up (assist for device retrieval or modification of environment) with 20% verbal instruction/cues while sitting.                                                                                                                                                                                                                   | The patient is able to safely complete all hygiene and grooming tasks requiring set-up (assist for device retrieval or modification of environment) with 25% verbal instruction/cues while sitting.                                                                                                                                                                                                                                                                 | The patient will safely complete all hygiene and grooming tasks increasing to modified independence (assistive device or extra time needed) with no instruction/ cues while standing at walker level.                                                                                                                                                                                    |
| Self-Care: Toileting- General                | The patient is able to access elevated toilet from walker level to safely perform all toileting tasks utilizing grab bars requiring contact guard assist (contact with patient due to unsteadiness) with 20% verbal instruction/cues.                                                                                                                                                                                 | The patient is able to safely access elevated toilet from w/c or walker level to perform all toileting tasks utilizing grab bars requiring minimal assistance (1-25% assist) with initiation cue and 25% verbal instruction/cues. This is a decline from last reporting period.                                                                                                                                                                                     | The patient will safely perform all toileting tasks utilizing walker increasing to supervision (needs verbal cueing but no physical assist) with 10% verbal instruction/cues with elevated toilet.                                                                                                                                                                                       |
| Strength: General                            | The patient demonstrates B UE bicep/tricep muscle strength of 4+/5 good plus (full ROM against and takes moderate to strong resistance).                                                                                                                                                                                                                                                                              | The patient demonstrates B UE bicep/tricep muscle strength of 4/5 good (full ROM against gravity and moderate resistance). Pt requires CGA sit to stand.                                                                                                                                                                                                                                                                                                            | The patient will improve muscle strength to 5/5 normal (full ROM against maximum resistance and gravity) B UE triceps in order to complete self care tasks.                                                                                                                                                                                                                              |

Patient continues to require skilled OT services to focus on:

97110 - Therapeutic Exercise - develop strength and endurance, ROM and flexibility

97150 - Group treatment (2 or more individuals)

97530 - Therapeutic Activities - dynamic activities to improve functional performance

97535 - Self care/home management training (ADL compensatory training, safety, instructions for use of assistive devices,

Thompson, Wade: Room 118 - Occupational Therapy Progress Report

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# Occupational Therapy Progress Report

NHC HealthCare Mauldin

02/24/2011 - 03/03/2011

|                                    |                                        |                         |
|------------------------------------|----------------------------------------|-------------------------|
| PATIENT Wade Thompson              | ID 3889                                | PAYOR Medicare Part A   |
| PHYSICIAN Richard Sherman          | MED DX 427.89 CARDIAC DYSRHYTHMIAS NEC |                         |
| TREATMENT DX1 LACK OF COORDINATION | TREATMENT DX2                          |                         |
| START OF CARE 01/27/2011           | END OF CARE                            | MED DX ONSET 01/22/2011 |

Patient was seen this period by skilled OT services 6 sessions.

home visit)

**Long Term Goal:** Patient will be Modified Independent with ADL, ADL functional mobility from least restrictive assistive device, demonstrating good safety awareness.

**Precautions:** Standard fall precautions; tab alert with low bed; diet: Regular

**Evidence of Skilled Services:** Pt able to stand for up to 8 min while peddling Ergometer in forward direction at moderate resistance level. Ergometer 10 min in reverse direction, various reaching tasks with 1# weight B wrists from standing with CGA. Decision making related to appropriate progression of treatment. Graded therapeutic activity to improve ADL independence. Therapist skills needed to adjust techniques to facilitate progress toward patient goals.

**Caregiver Education:** Pt educated in calling for assistance when needing to go to the bathroom as well as in safety and energy conservation as it relates to bathing, dressing and grooming tasks.

**Response to Treatment:** Cooperative with POC. Actively participating in ADL/self care task performance as well as ther ex/act as appropriate for increased independence.

**Remarks:** Pt being seen at moderate to max intensity level. Reviewed POC and goals with OT.

**Discharge Plans:** Pt currently utilizes: w/c, walker, shower bench, hand held shower head, safety rails, elevated toilet. Discharge home and independent with caregiver.

**Reason for Continuation:** Decreased balance, decreased activity tolerance, fatigue, anxiety and c/o dizziness continue to compromise safety of ADL/self care task performance. Continued evaluation/assessment required for treatment plan modifications.

Electronically Signed by Therapist: Susan Cronin, COTA (2463)

Date: 03/03/2011

Electronically Counter Signed By: Carol Jordan, OT (2565)

Date: 03/04/2011

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HEALTH INFORMATION

Thompson, Wade: Room 118 - Occupational Therapy Progress Report

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NHC 0426

**OT DAILY TREATMENT NOTE**  
**3685 - NHC HealthCare Mauldin**

|                                           |                                               |                                |                      |
|-------------------------------------------|-----------------------------------------------|--------------------------------|----------------------|
| PATIENT <b>Wade Thompson</b>              | ID <b>3889</b>                                | PAYOR <b>Medicare Part A</b>   | PAGE <b>1</b>        |
| PHYSICIAN <b>Sherman, Richard</b>         | MED DX <b>427.89 CARDIAC DYSRHYTHMIAS NEC</b> |                                | <b>February 2011</b> |
| TREATMENT DX1 <b>LACK OF COORDINATION</b> |                                               | TREATMENT DX2                  |                      |
| START OF CARE <b>01/27/2011</b>           | END OF CARE                                   | MED DX ONSET <b>01/22/2011</b> |                      |

| DATE                                                                                            | 02/27/2011 | 02/28/2011 | 03/01/2011 | 03/02/2011 | 03/03/2011 | 03/04/2011 | 03/05/2011 |
|-------------------------------------------------------------------------------------------------|------------|------------|------------|------------|------------|------------|------------|
| CPT Codes                                                                                       | Sunday     | Monday     | Tuesday    | Wednesday  | Thursday   | Friday     | Saturday   |
| 97110 Therapeutic Exercise - develop strength and endurance, ROM and flexibility                | QTY        |            | 2          | 2          | 1          | 2          |            |
|                                                                                                 | MIN        |            | 30         | 25         | 20         | 25         |            |
|                                                                                                 | MOD        |            | [NA]       | [NA]       | [NA]       | [NA]       |            |
|                                                                                                 | MOD        |            |            |            |            |            |            |
|                                                                                                 | INIT       |            | SC         | SC         | CJ         | SC         |            |
| 97150 Group treatment (2 or more individuals)                                                   | QTY        | 1          |            |            |            |            |            |
|                                                                                                 | MIN        | 50         |            |            |            |            |            |
|                                                                                                 | MOD        | [NA]       |            |            |            |            |            |
|                                                                                                 | MOD        |            |            |            |            |            |            |
|                                                                                                 | INIT       | CJ         |            |            |            |            |            |
| 97530 Therapeutic Activities - dynamic activities to improve functional performance             | QTY        |            | 2          | 2          |            | 2          |            |
|                                                                                                 | MIN        |            | 25         | 30         |            | 35         |            |
|                                                                                                 | MOD        |            | [NA]       | [NA]       |            | [NA]       |            |
|                                                                                                 | MOD        |            |            |            |            |            |            |
|                                                                                                 | INIT       |            | SC         | SC         |            | *04        |            |
| 97535 Self care/home management training (ADL compensatory training, safety, instructions for u | QTY        |            |            |            | 4          |            |            |
|                                                                                                 | MIN        |            |            |            | 62         |            |            |
|                                                                                                 | MOD        |            |            |            | -59        |            |            |
|                                                                                                 | MOD        |            |            |            |            |            |            |
|                                                                                                 | INIT       |            |            |            | SC         |            |            |
| CONCURRENT MIN.                                                                                 |            |            |            |            |            |            |            |
| TOTAL MIN.                                                                                      |            | 50         | 55         | 55         | 82         | 60         |            |
| COUNTER INITIALS                                                                                |            |            |            |            |            |            |            |

Date: 02/28/2011  
 97150 Electronically Signed By Therapist: Carol Jordan, OT (2565) (02/28/2011)  
 Note: Group therapy provided with patient:therapist ratio of 2:1 with emphasis on bilateral UE strengthening.

Date: 03/04/2011  
 97530 Electronically Signed By Therapist: Carol Jordan, OT (2565) Susan Cronin, COTA (2463)  
 Note: Carol Jordan, OT (2565) Susan Cronin, COTA (2463) - split

|                                                     |          |                                      |          |                                      |          |
|-----------------------------------------------------|----------|--------------------------------------|----------|--------------------------------------|----------|
| Rehab Personnel Electronic Signature                | Initials | Rehab Personnel Electronic Signature | Initials | Rehab Personnel Electronic Signature | Initials |
| Carol Jordan, OT (2565)   Susan Cronin, COTA (2463) | *04      | Carol Jordan, OT (2565)              | CJ       | Susan Cronin, COTA (2463)            | SC       |

Thompson, Wade: Room 118 - OT Daily Treatment Note

Run Date: 03/07/2011 7:45AM

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HEALTH INFORMATION**

**NHC 0427**

**UPDATED PLAN OF TREATMENT**

(COMPLETE FOR RECERTIFICATION OR DISCHARGE CLAIMS)

|                                                                                                            |  |                                                                                |  |                                                 |                               |                           |
|------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------|--|-------------------------------------------------|-------------------------------|---------------------------|
| 1. PATIENT LAST NAME<br>Thompson                                                                           |  | FIRST NAME<br>Wade                                                             |  | M.I.<br>                                        | 2. PROVIDER NO.<br>1659306215 | 3. HICN<br>247509629A     |
| 4. PROVIDER NAME<br>NHC HealthCare Mauldin                                                                 |  | 5. MEDICAL RECORD NO.<br>3889                                                  |  | 6. ONSET DATE<br>01/22/2011                     | 7. SOC DATE<br>01/27/2011     |                           |
| 8. TYPE<br><input type="checkbox"/> PT <input checked="" type="checkbox"/> OT <input type="checkbox"/> SLP |  | 9. PRIMARY DIAGNOSIS (Portion Medical O.K.)<br>427.89 CARDIAC DYSRHYTHMIAS NEC |  | 10. TREATMENT DIAGNOSIS<br>LACK OF COORDINATION |                               | 11. VISITS FROM SOC<br>31 |

**21. FUNCTIONAL LEVEL (End of billing period - Relate your documentation to functional outcomes and list problems still present)**

1. Activity Tolerance: General - The patient actively participates in 45 minutes of graded therapeutic activities influenced by c/o dizziness which has been discussed with nsg, fatigue, decreased activity tolerance and anxiety.
2. Safety - The patient demonstrates minimally impaired (51% to 74% Intact) safety awareness and requires 15% verbal instruction/cues.
3. Self-Care: Bathing - Sponge Bathe Lower Body - The patient is able to safely access shower bench from walker level to sponge bathe and dry lower body using hand held shower head and grab bars with balance grade of G dynamic (able to maintain balance against moderate resistance and able to weight shift and cross midline mod) requiring supervision (needs verbal cueing but no physical assist) with initiation cue and 15% verbal instruction/cues.
4. Self-Care: Dressing - Lower Body - The patient is able to safely don/doff lower body clothing articles using walker or grab bars with G dynamic (able to maintain balance against moderate resistance and able to weight shift and cross midline mod) balance requiring supervision (needs verbal cueing but no physical assist) with no instruction/ cues while sitting.
5. Self-Care: Hygiene/Grooming - General - The patient is able to safely complete all hygiene and grooming tasks requiring supervision (needs verbal cueing but no physical assist) with no instruction/ cues while standing at rolling walker level.
6. Self-Care: Toileting- General - The patient is able to access elevated toilet from walker level to safely perform all toileting tasks utilizing grab bars requiring supervision (needs verbal cueing but no physical assist) with no instruction/ cues.using elevated toilet and rolling walker level.
7. Strength:General - The patient demonstrates B UE bicep/tricep muscle strength of 4+/5 good plus (full ROM against and takes moderate to strong resistance).

**22. CAREGIVER EDUCATION**

Patient alert, oriented x 3, able to make wants/needs known. Consistent caregivers to include CNA/NSG, family and Social Worker educated current assistance needs, environmental modifications and equipment needs.

**23. UPDATED STANDARDIZED TESTS**

Dynamometer = Right dominant grip: 60 lbs left grip 40 lbs Informal ADL, ADL functional mobility testing completed throughout rehab stay.

**25. SKILLED SERVICES COMPLETED**

Assessed ADL, ADL functional mobility throughout rehab stay and provided appropriate caregiver education to maximize safe ADL functioning. Designed, implemented and modified bilateral UE strengthening/coordination program to improve ADL, ADL functional mobility testing. ADL retraining provided for dressing/bathing/toileting and grooming from least restrictive assistive device (rolling walker vs wheelchair). Graded therapeutic activity to improve ADL independence. Therapist skills needed to adjust techniques to facilitate progress toward patient goals.

**26. DISCHARGE SUMMARY**

Wade Thompson, evaluated by OT 01/27/11 and attended skilled OT 5x week through 03/09/11 addressing ADL, ADL functional mobility to allow for successful discharge home with family. Patient progressed from overall Minimal assistance from wheelchair level to overall supervision level seated or with use of rolling walker. Patient has complaints of dizziness at times which requires sitting performance to minimize risk of falls. Equipment at home per patient includes: 3:1 Bedside commode, rolling walker and tub bench. OT discussed with Social worker recommendations for wheelchair for home use secondary to complaints of dizziness for community access and to decrease risk of falls. Home Health OT indicated to continue ADL progression to Modified Independent level.

27. ELECTRONICALLY SIGNED BY AND COMPLETED BY  
Carol Jordan, OT (2565) 03/09/2011

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HEALTH INFORMATION

28.

☐ CONTINUE SERVICES OR ☒ DC SERVICES

29. SERVICE DATES

FROM 02/24/2011

THROUGH 03/09/2011

Form CSN-701

NHC 0428

**OT DAILY TREATMENT NOTE**  
**3685 - NHC HealthCare Mauldin**

|                                           |  |                                               |                              |                                |               |  |  |
|-------------------------------------------|--|-----------------------------------------------|------------------------------|--------------------------------|---------------|--|--|
| PATIENT <b>Wade Thompson</b>              |  | ID <b>3889</b>                                | PAYOR <b>Medicare Part A</b> |                                | PAGE <b>1</b> |  |  |
| PHYSICIAN <b>Sherman, Richard</b>         |  | MED DX <b>427.89 CARDIAC DYSRHYTHMIAS NEC</b> |                              | March 2011                     |               |  |  |
| TREATMENT DX1 <b>LACK OF COORDINATION</b> |  |                                               |                              | TREATMENT DX2                  |               |  |  |
| START OF CARE <b>01/27/2011</b>           |  | END OF CARE <b>03/09/2011</b>                 |                              | MED DX ONSET <b>01/22/2011</b> |               |  |  |

| DATE                                                                                            | 03/06/2011 | 03/07/2011 | 03/08/2011 | 03/09/2011 | 03/10/2011 | 03/11/2011 | 03/12/2011 |
|-------------------------------------------------------------------------------------------------|------------|------------|------------|------------|------------|------------|------------|
| CPT Codes                                                                                       | Sunday     | Monday     | Tuesday    | Wednesday  | Thursday   | Friday     | Saturday   |
| 97150 Group treatment (2 or more individuals)                                                   | QTY        | 1          | 1          | 1          |            |            |            |
|                                                                                                 | MIN        | 20         | 25         | 25         |            |            |            |
|                                                                                                 | MOD        | [NA]       | [NA]       | [NA]       |            |            |            |
|                                                                                                 | MOD        |            |            |            |            |            |            |
|                                                                                                 | INIT       | SC         | SC         | CJ         |            |            |            |
| 97530 Therapeutic Activities - dynamic activities to improve functional performance             | QTY        |            |            | 2          |            |            |            |
|                                                                                                 | MIN        |            |            | 20         |            |            |            |
|                                                                                                 | MOD        |            |            | -59        |            |            |            |
|                                                                                                 | MOD        |            |            |            |            |            |            |
|                                                                                                 | INIT       |            |            | CJ         |            |            |            |
| 97535 Self care/home management training (ADL compensatory training, safety, instructions for u | QTY        | 2          | 2          | 1          |            |            |            |
|                                                                                                 | MIN        | 25         | 25         | 20         |            |            |            |
|                                                                                                 | MOD        | -59        | -59        | -59        |            |            |            |
|                                                                                                 | MOD        |            |            |            |            |            |            |
|                                                                                                 | INIT       | SC         | SC         | CJ         |            |            |            |
| <b>CONCURRENT MIN.</b>                                                                          |            |            |            |            |            |            |            |
| <b>TOTAL MIN.</b>                                                                               |            | 45         | 50         | 65         |            |            |            |
| <b>COUNTER INITIALS</b>                                                                         |            |            |            |            |            |            |            |

Date: 03/07/2011  
 97150 Electronically Signed By Therapist: Susan Cronin, COTA (2463) (03/07/2011)  
 Note: Group therapy provided to 2 patients for improvement in overall UE/UB strength, balance, safety and energy conservation.  
 Date: 03/08/2011  
 97150 Electronically Signed By Therapist: Susan Cronin, COTA (2463) (03/08/2011)  
 Note: Group therapy provided to 2 patients for improvement in UBA/UE strengthening and ROM, increased activity tolerance and increased balance.  
 Date: 03/09/2011  
 97150 Electronically Signed By Therapist: Carol Jordan, OT (2565) (03/09/2011)  
 Note: Patient participated in group therapy session with emphasis on bilateral UE strengthening with patient:therapist ratio of 2:1.  
 97535 Electronically Signed By Therapist: Carol Jordan, OT (2565) (03/09/2011)  
 Note: OTR discussed concerns with ambulation this date with SW and PT; OTR recommending wheelchair addition to equipment list with patient expecting to exit facility 03/10/11 for home with family assistance/support.

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HEALTH INFORMATION

|                                      |          |                                      |          |                                      |          |
|--------------------------------------|----------|--------------------------------------|----------|--------------------------------------|----------|
| Rehab Personnel Electronic Signature | Initials | Rehab Personnel Electronic Signature | Initials | Rehab Personnel Electronic Signature | Initials |
| Carol Jordan, OT (2565)              | CJ       | Suzanne Craula, COTA (2443)          | SC       |                                      |          |

Thompson, Wade: Room 118 - OT Daily Treatment Note

Run Date: 03/14/2011 7:22AM

NHC 0429





## CPT LOG - OCCUPATIONAL THERAPY - (GO)

January 2011

3685, NHC HealthCare M. Jn

124

|               |                                                                                                                                |               |            |                      |                 |                     |                               |               |            |    |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |     |        |
|---------------|--------------------------------------------------------------------------------------------------------------------------------|---------------|------------|----------------------|-----------------|---------------------|-------------------------------|---------------|------------|----|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|--------|
| PATIENT       | Wade Thompson                                                                                                                  | ID            | 3889       | PAYOR                | Medicare Part A | PHYSICIAN           | Sherman, Richard (1629050794) | PAGE          | 2          | OF | 2 |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |     |        |
| MED DX1       | 427.89 CARDIAC DYSRHYTHMIAS NEC                                                                                                | ONSET         | 01/22/2011 | MED DX2              |                 | ONSET               |                               | START OF CARE | 01/27/2011 |    |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |     |        |
| TREATMENT DX1 | LACK OF COORDINATION                                                                                                           | TREATMENT DX2 |            | END OF CARE          |                 |                     |                               |               |            |    |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |     |        |
| ORDER DATE    | 01/27/2011                                                                                                                     | POC DATE      | 01/27/2011 | LAST UPDATE POC DATE |                 | Facility Admit Date | 01/26/2011                    |               |            |    |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |     |        |
| CPT CODE      | DESCRIPTION                                                                                                                    | QTY           | 1          | 2                    | 3               | 4                   | 5                             | 6             | 7          | 8  | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31  | TOTALS |
| 97535         | PT/ST Self-maintenance assessment, training (ADL, instrumental ADL, safety, housework for use of adaptive devices, home visit) | QTY           |            |                      |                 |                     |                               |               |            |    |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |     | 6      |
|               |                                                                                                                                | MIN           |            |                      |                 |                     |                               |               |            |    |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |     | 90     |
|               |                                                                                                                                | MOD           |            |                      |                 |                     |                               |               |            |    |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |     |        |
|               |                                                                                                                                | MOD           |            |                      |                 |                     |                               |               |            |    |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |     |        |
|               | <input checked="" type="checkbox"/> TIME <input type="checkbox"/> SERVICE                                                      | UNIT          |            |                      |                 |                     |                               |               |            |    |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |     |        |
|               | SUB TOTAL                                                                                                                      | QTY           |            |                      |                 |                     |                               |               |            |    |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |     | 2      |
|               | SERVICE BASED CODES                                                                                                            | MIN           |            |                      |                 |                     |                               |               |            |    |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |     | 57     |
|               | SUB TOTAL                                                                                                                      | QTY           |            |                      |                 |                     |                               |               |            |    |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |     | 14     |
|               | TIME BASED CODES                                                                                                               | MIN           |            |                      |                 |                     |                               |               |            |    |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | 205 |        |
|               | TOTAL                                                                                                                          | QTY           |            |                      |                 |                     |                               |               |            |    |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |     | 16     |
|               | ALL CODES                                                                                                                      | MIN           |            |                      |                 |                     |                               |               |            |    |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | 262 |        |
|               | CONCURRENT MINUTES                                                                                                             | MIN           |            |                      |                 |                     |                               |               |            |    |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | 15  |        |
|               | COUNTER INITIALS                                                                                                               |               |            |                      |                 |                     |                               |               |            |    |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |     |        |

| Rehab Personnel Electronic Signature | Initials | Rehab Personnel Electronic Signature | Initials | Rehab Personnel Electronic Signature | Initials | Rehab Personnel Electronic Signature | Initials |
|--------------------------------------|----------|--------------------------------------|----------|--------------------------------------|----------|--------------------------------------|----------|
| Carol Jovine, OT (0543)              | CJ       | Sam Creech, COTA (0447)              | SC       | Sybil Lohman, COTA (040)             | SL       |                                      |          |
|                                      |          |                                      |          |                                      |          |                                      |          |
|                                      |          |                                      |          |                                      |          |                                      |          |

Thompson, Wade: Room 124 - Occupational Therapy Service Log

Run Date: 02/01/2011 6:53AM

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HEALTH INFORMATION

NHC 0431

## CPT LOG OCCUPATIONAL THERAPY - (GO)

February 2011

3685, NHC HealthCare Main

|               |                                 |               |            |                      |                 |                     |                              |               |            |    |   |
|---------------|---------------------------------|---------------|------------|----------------------|-----------------|---------------------|------------------------------|---------------|------------|----|---|
| PATIENT       | Wade Thompson                   | ID            | 3889       | PAYOR                | Medicare Part A | PHYSICIAN           | Sherman, Richard (162905079) | PAGE          | 1          | OF | 1 |
| MED DX1       | 427.89 CARDIAC DYSRHYTHMIAS NEC | ONSET         | 01/22/2011 | MED DX2              |                 | ONSET               |                              | START OF CARE | 01/27/2011 |    |   |
| TREATMENT DX1 | LACK OF COORDINATION            | TREATMENT DX2 |            | END OF CARE          |                 |                     |                              |               |            |    |   |
| ORDER DATE    | 01/27/2011                      | POC DATE      | 01/27/2011 | LAST UPDATE POC DATE | 02/24/2011      | Facility Admit Date | 01/26/2011                   |               |            |    |   |

| CPT CODE | CPT CODE DESCRIPTION                                                                                                          | 1   | 2  | 3  | 4   | 5  | 6  | 7  | 8  | 9   | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17  | 18  | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | TOTALS |
|----------|-------------------------------------------------------------------------------------------------------------------------------|-----|----|----|-----|----|----|----|----|-----|----|----|----|----|----|----|----|-----|-----|----|----|----|----|----|----|----|----|----|----|--------|
| 97116    | Therapeutic Exercise - walking through and over obstacles, ROM and flexibility                                                | 3   | 1  | 3  |     |    |    | 2  | 3  | 2   |    |    |    |    | 3  | 3  | 1  | 2   | 1   |    |    |    | 1  | 2  | 2  | 1  |    |    |    | 29     |
|          |                                                                                                                               | MIN | 25 | 22 | 22  |    |    | 23 | 29 | 30  |    |    |    |    | 28 | 59 | 15 | 33  | 20  |    |    |    | 21 | 24 | 23 | 20 |    |    |    | 451    |
|          |                                                                                                                               | MOD |    |    | -59 |    |    |    |    |     |    |    |    |    |    |    |    | -59 | -59 |    |    |    |    |    |    |    |    |    |    |        |
|          |                                                                                                                               | INT | SC |    | SC  | CJ |    | SC | SC | SC  |    |    |    |    | SC | AC | SC | VP  | AW  |    |    |    | SC | SC | SC | MD |    |    |    |        |
| 97119    | Group treatment (2 or more participants)                                                                                      | 1   |    |    |     |    |    |    |    | 1   |    |    |    |    |    |    |    |     |     |    |    |    |    |    |    |    |    |    |    | 4      |
|          |                                                                                                                               | MIN | 60 |    |     |    |    |    |    | 50  |    |    |    |    |    |    |    |     |     |    |    |    |    |    |    |    |    |    |    | 172    |
|          |                                                                                                                               | MOD |    |    |     |    |    |    |    |     |    |    |    |    |    |    |    |     |     |    |    |    |    |    |    |    |    |    |    |        |
|          |                                                                                                                               | INT | SC |    |     |    |    |    |    |     |    | SC |    |    |    |    |    |     |     |    |    |    |    |    |    |    |    |    |    |        |
| 97530    | Therapeutic Activities - dynamic activities to improve functional performance                                                 | 1   | 3  |    |     |    | 1  | 1  | 1  | 1   |    |    |    |    |    |    |    |     |     |    |    | 1  | 2  |    | 3  |    |    |    |    | 13     |
|          |                                                                                                                               | MIN | 25 | 30 |     |    | 25 | 15 | 20 | 18  |    |    |    |    |    |    |    |     |     |    |    | 10 | 22 |    | 50 |    |    |    |    | 207    |
|          |                                                                                                                               | MOD |    |    |     |    |    |    |    | -59 |    |    |    |    |    |    |    |     |     |    |    |    |    |    |    |    |    |    |    |        |
|          |                                                                                                                               | INT | SC |    |     |    | SC | SC | SC | CJ  |    |    |    |    |    |    |    |     |     |    |    | CJ | SC |    | MD |    |    |    |    |        |
| 97535    | Self awareness management training (SA), sensory-motor training, safety instructions for use of assistive devices, home visit | 1   |    |    |     |    |    | 2  |    |     |    |    |    |    |    |    |    |     |     |    |    |    |    |    |    |    |    |    |    | 9      |
|          |                                                                                                                               | MIN |    |    |     |    |    | 45 |    |     |    |    |    |    |    |    |    |     |     |    |    |    |    |    | 20 |    | 15 |    |    | 121    |
|          |                                                                                                                               | MOD |    |    |     |    |    |    |    |     |    |    |    |    |    |    |    |     |     |    |    |    |    |    |    |    |    |    |    |        |
|          |                                                                                                                               | INT |    |    |     |    |    |    |    |     |    |    |    |    |    |    |    |     |     |    |    |    |    |    |    |    |    |    |    |        |
|          | SUB TOTAL                                                                                                                     | QTY | 1  |    |     |    |    |    |    | 1   |    |    |    |    |    |    |    |     |     |    |    |    |    |    |    |    |    |    |    | 4      |
|          | SERVICE BASED CODES                                                                                                           | MIN | 60 |    |     |    |    |    |    | 50  |    |    |    |    |    |    |    |     |     |    |    |    |    |    |    |    |    |    |    | 38     |
|          | SUB TOTAL                                                                                                                     | QTY | 3  | 3  | 3   |    | 3  | 4  | 4  | 1   | 2  |    |    | 3  | 5  | 2  | 2  | 1   |     |    | 1  | 3  | 4  | 5  | 2  |    |    |    |    | 51     |
|          | TIME BASED CODES                                                                                                              | MIN | 58 | 52 | 52  |    | 50 | 60 | 59 | 10  | 30 |    |    | 38 | 76 | 30 | 33 | 20  |     |    | 19 | 43 | 54 | 75 | 35 |    |    |    |    | 719    |
|          | TOTAL                                                                                                                         | QTY | 3  | 1  | 3   |    | 3  | 4  | 4  | 3   | 2  |    |    | 3  | 5  | 3  | 2  | 1   |     |    | 1  | 3  | 4  | 5  | 2  |    |    |    |    | 55     |
|          | ALL CODES                                                                                                                     | MIN | 58 | 60 | 52  | 52 | 50 | 60 | 59 | 60  | 30 |    |    | 38 | 76 | 42 | 33 | 30  |     |    | 19 | 43 | 54 | 75 | 35 |    |    |    |    | 951    |
|          | CONCURRENT MINUTES                                                                                                            | MIN |    |    |     |    |    |    |    | 30  |    |    |    |    |    |    |    |     |     |    |    | 43 |    |    |    |    |    |    |    | 83     |
|          | COUNTER INITIALS                                                                                                              |     |    |    |     |    |    |    |    |     |    |    |    |    |    |    |    |     |     |    |    |    |    |    |    |    |    |    |    |        |

|                                      |          |                                      |          |                                      |          |                                      |          |
|--------------------------------------|----------|--------------------------------------|----------|--------------------------------------|----------|--------------------------------------|----------|
| Rehab Personnel Electronic Signature | Initials | Rehab Personnel Electronic Signature | Initials | Rehab Personnel Electronic Signature | Initials | Rehab Personnel Electronic Signature | Initials |
| Susan Cress, COTA (P442)             | SC       | Angi Ward, COTA (P436)               | AW       | Carol Jordan, OT (P459)              | CJ       | Maed Cress, OT (P437)                | MC       |
| Carol Jordan, OT (P459)              | SC       | Maed Cress, COTA (P441)              | VP       |                                      |          |                                      |          |

Thompson, Wade Room 115 - Occupational Therapy Service Log

Run Date: 03/01/2011 6:48AM

CONFIDENTIAL PROTECTED  
HEALTH INFORMATION

NHC 0432

## CPT LOG OCCUPATIONAL THERAPY - (GO)

March 2011

3685, NHC HealthCare Mauldin

|                                      |                                                                                                                                      |                                      |            |                                      |                 |                                      |                              |                                      |            |     |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |     |
|--------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|------------|--------------------------------------|-----------------|--------------------------------------|------------------------------|--------------------------------------|------------|-----|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|-----|
| PATIENT                              | Wade Thompson                                                                                                                        | ID                                   | 3889       | PAYOR                                | Medicare Part A | PHYSICIAN                            | Sherman, Richard (163905079) | PAGE                                 | 1          | OF  | 1 |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |     |
| MED DX1                              | 427.89 CARDIAC DYSRHYTHMIAS NEC                                                                                                      | ONSET                                | 01/22/2011 | MED DX2                              |                 | ONSET                                |                              | START OF CARE                        | 01/27/2011 |     |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |     |
| TREATMENT DX1                        | LACK OF COORDINATION                                                                                                                 | TREATMENT DX2                        |            | END OF CARE                          | 03/09/2011      |                                      |                              |                                      |            |     |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |     |
| ORDER DATE                           | 01/27/2011                                                                                                                           | POC DATE                             | 01/27/2011 | LAST UPDATE POC DATE                 | 02/24/2011      | Facility Admit Date                  | 01/26/2011                   |                                      |            |     |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |     |
| CPT CODE                             | CPT CODE DESCRIPTION                                                                                                                 | QTY                                  | 1          | 2                                    | 3               | 4                                    | 5                            | 6                                    | 7          | 8   | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | TOTALS |     |
| 97119                                | 97119 Therapeutic Exercise - develop strength and endurance, ROM and flexibility                                                     | QTY                                  | 2          | 2                                    | 1               | 2                                    |                              |                                      |            |     |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        | 7   |
|                                      |                                                                                                                                      | MIN                                  | 30         | 35                                   | 20              | 25                                   |                              |                                      |            |     |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        | 100 |
|                                      |                                                                                                                                      | MOD                                  |            |                                      |                 |                                      |                              |                                      |            |     |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |     |
|                                      |                                                                                                                                      | TIME                                 |            |                                      |                 |                                      |                              |                                      |            |     |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |     |
| 97159                                | 97159 Group treatment (2 or more individuals)                                                                                        | QTY                                  |            |                                      |                 |                                      |                              | 1                                    | 1          | 1   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        | 3   |
|                                      |                                                                                                                                      | MIN                                  |            |                                      |                 |                                      |                              | 20                                   | 25         | 25  |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        | 70  |
|                                      |                                                                                                                                      | MOD                                  |            |                                      |                 |                                      |                              |                                      |            |     |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |     |
|                                      |                                                                                                                                      | TIME                                 |            |                                      |                 |                                      |                              |                                      |            |     |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |     |
| 97334                                | 97334 Therapeutic Activities - dynamic movement to improve functional performance                                                    | QTY                                  | 3          | 2                                    | 2               |                                      |                              |                                      |            |     |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        | 8   |
|                                      |                                                                                                                                      | MIN                                  | 25         | 30                                   | 35              |                                      |                              |                                      |            |     |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        | 110 |
|                                      |                                                                                                                                      | MOD                                  |            |                                      |                 |                                      |                              |                                      |            |     |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |     |
|                                      |                                                                                                                                      | TIME                                 |            |                                      |                 |                                      |                              |                                      |            |     |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |     |
| 97535                                | 97535 Self care device management including DCL, compensatory training, safety, instructions for use of adaptive devices, device use | QTY                                  |            | 4                                    |                 |                                      |                              | 2                                    | 2          | 1   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        | 9   |
|                                      |                                                                                                                                      | MIN                                  |            | 60                                   |                 |                                      |                              | 25                                   | 25         | 20  |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        | 132 |
|                                      |                                                                                                                                      | MOD                                  |            | -59                                  |                 |                                      |                              | -59                                  | -59        | -59 |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |     |
|                                      |                                                                                                                                      | TIME                                 |            |                                      |                 |                                      |                              |                                      |            |     |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |     |
|                                      | SUB TOTAL                                                                                                                            | QTY                                  |            |                                      |                 |                                      |                              | 1                                    | 1          | 1   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        | 3   |
|                                      | SERVICE BASED CODES                                                                                                                  | MIN                                  |            |                                      |                 |                                      |                              | 20                                   | 25         | 25  |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        | 70  |
|                                      | SUB TOTAL                                                                                                                            | QTY                                  | 4          | 4                                    | 5               | 4                                    |                              | 2                                    | 2          | 3   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        | 24  |
|                                      | TIME BASED CODES                                                                                                                     | MIN                                  | 55         | 55                                   | 62              | 60                                   |                              | 25                                   | 25         | 40  |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        | 342 |
|                                      | TOTAL                                                                                                                                | QTY                                  | 4          | 4                                    | 5               | 4                                    |                              | 3                                    | 3          | 4   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | 27     |     |
|                                      | ALL CODES                                                                                                                            | MIN                                  | 55         | 55                                   | 62              | 60                                   |                              | 45                                   | 50         | 62  |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | 412    |     |
|                                      | CONCURRENT MINUTES                                                                                                                   | MIN                                  |            |                                      |                 |                                      |                              |                                      |            |     |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | 0      |     |
|                                      | COUNTER INITIALS                                                                                                                     |                                      |            |                                      |                 |                                      |                              |                                      |            |     |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |     |
| Rehab Personnel Electronic Signature | Initials                                                                                                                             | Rehab Personnel Electronic Signature | Initials   | Rehab Personnel Electronic Signature | Initials        | Rehab Personnel Electronic Signature | Initials                     | Rehab Personnel Electronic Signature | Initials   |     |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |     |
| Cord Jordan, OT (644)                | *01                                                                                                                                  | Cord Jordan, OT (644)                | CJ         | Sam Creech, COTA (644)               | SC              |                                      |                              |                                      |            |     |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |     |
| Sam Creech, COTA (644)               |                                                                                                                                      |                                      |            |                                      |                 |                                      |                              |                                      |            |     |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |     |

Thompson, Wade: Room 118 - Occupational Therapy Service Log

Run Date: 04/01/2011 6:43AM

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HEALTH INFORMATION

NHC 0433

# **SPEECH/LANGUAGE/SWALLOWING SCREENING**

Patient Thompson, Wade Record No. 3889  
 Facility NHC Maudslayi Room 124 Physician Sherman  
 Admission Date 1/26/11 Diagnosis Bradycardia, A.D.

| 1              | 2 | 3 | 4 |                                                                                                                                                                                                                                                                                                                                                                           |
|----------------|---|---|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>1/27/11</u> |   |   |   | <b>Diet Consistency ordered:</b><br><input checked="" type="checkbox"/> Regular<br><input type="checkbox"/> Other: _____<br>(Refer to (B) or (D) if diet ordered is anything other than regular texture).                                                                                                                                                                 |
|                |   |   |   | A) Patient admitted to the Facility with orders for Evaluation by Speech Pathologist                                                                                                                                                                                                                                                                                      |
|                |   |   |   | B) Screening reveals a medical diagnosis or condition that could result in a specific communication or swallowing impairment; physician's orders for a Speech/Language/Swallowing Evaluation will be requested.                                                                                                                                                           |
|                |   |   |   | C) Audiological Screening reveals:<br>Pass _____ Fail _____ CNT _____<br>Referral for Cerumen Management _____<br>Rescreen: Pass _____ Fail _____<br>Refer for audiological eval: _____ Pt./Fam refused _____<br>No further services indicated: _____                                                                                                                     |
| <u>1/27/11</u> |   |   |   | D) Screening reveals a medical condition indicating that patient would not benefit from speech/language/swallowing therapy programs - i.e., would not show functional change or improvement in swallowing/communication skills as a result of therapy. Patient will be rescreened if nursing staff notifies this department that patient's medical condition has changed. |
|                |   |   |   | E) Speech services not indicated at this time. Patient demonstrates functional communication & swallowing skills.                                                                                                                                                                                                                                                         |
|                |   |   |   | F) Other: _____                                                                                                                                                                                                                                                                                                                                                           |

1. Signature Laurie K. Levenson Date 1/27/11 3. Signature \_\_\_\_\_ Date \_\_\_\_\_  
 2. Signature \_\_\_\_\_ Date \_\_\_\_\_ 4. Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Comments: \_\_\_\_\_

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A-716 HT 4/04

NHC 0434

**SPEECH/LANGUAGE/SWALLOWING SCREENING**

Name \_\_\_\_\_ MR # \_\_\_\_\_

Comments: \_\_\_\_\_

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**NHC 0435**

CENTER NAME: NHC Mauldin

**ELECTRONIC SIGNATURE LOG**

| DATE     | PRINTED NAME AND CREDENTIALS            | SIGNATURE WITH CREDENTIALS          |
|----------|-----------------------------------------|-------------------------------------|
| 8/11/10  | Lauren White PTA                        | <i>Lauren White PTA</i>             |
| 8/11/10  | Ashley Stiens PT                        | <i>Ashley Stiens PT</i>             |
| 8/11/10  | April Tanner PTA                        | <i>April Tanner PTA</i>             |
| 8/11/10  | Evan L. Hammett, MA, WSP                | <i>Evan L. Hammett, MA, WSP</i>     |
| 8/11/10  | Beverly Calhoun PT                      | <i>Beverly Calhoun PT</i>           |
| 8/11/10  | Amy Ward COTA/L                         | <i>Amy Ward COTA/L</i>              |
| 8/11/10  | Carol J. Jordan OTR/L                   | <i>Carol J. Jordan OTR/L</i>        |
| 8/11/10  | Susan Cronin COTA/L                     | <i>Susan Cronin COTA/L</i>          |
| 8/11/10  | Laura Heidenreich <sup>MS</sup> acc-slp | <i>Laura Heidenreich MS CCC-SLP</i> |
| 8/16/10  | Jennifer Howland, MA, CCSLP             | <i>Jennifer Howland, MA, CCSLP</i>  |
| 8/16/10  | Jamie Johnson, PTA                      | <i>Jamie Johnson, PTA</i>           |
| 8/17/10  | Anne C. Smith, OTR/L                    | <i>Anne C. Smith, OTR/L</i>         |
| 8/17/10  | Cacey Knight, COTA/L                    | <i>Cacey Knight COTA/L</i>          |
| 8/18/10  | Katie Cristlip CCC-SLP                  | <i>Katie Cristlip MS CCC-SLP</i>    |
| 8/20/10  | Kara E. Orr, PT                         | <i>Kara E. Orr, PT</i>              |
| 8/20/10  | Alice V. Myers OTR/L                    | <i>Alice V. Myers OTR/L</i>         |
| 8/25/10  | Kim Miro, COTA/L                        | <i>Kim Miro, COTA/L</i>             |
| 9/11/10  | Elizabeth Hobkach, DPT                  | <i>Elizabeth Hobkach, DPT</i>       |
| 9/25/10  | Wilma Rodriguez Linton, COTA/L          | <i>W. R. Linton COTA/L</i>          |
| 9/27/10  | Ashley S. Tims MA, CCSLP                | <i>Ashley S. Tims MA, CCSLP</i>     |
| 10/11/10 | Renee Lotimore COTA/L                   | <i>Renee Lotimore COTA/L</i>        |
| 10/14/10 | KRISTEN ALBSHIRE PTA                    | <i>Kristen Albshire PTA</i>         |

*Thompson, Wade / Sherman / 124 / 3889*

MEDICAL RECORD MANUAL

7-1-10

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HEALTH INFORMATION PAGE A32

NHC 0436

**CENTER NAME:** N.H.Z. Maudslayi

# ELECTRONIC SIGNATURE LOG

[illegible]

# MEDICAL RECORD MANUAL

7-1-10

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HEALTH INFORMATION

PAGE A32

**NHC 0437**

**Respiratory Therapy Screening Form**

Resident's Name Wade Thompson Room # 124  
Physician Sheiman Diagnosis/Condition Bradycardia,  
Afib, Alzheimer's, Dementia, Anxiety, hypothyroidism  
Date of Admission 1/26/11 NHC - Houlder

**OBSERVATIONS**

**CIRCLE ONE**

- |                                                                                                                                         |                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| 1. Resident admitted to facility with evaluation orders.                                                                                | Yes <input type="radio"/> No <input checked="" type="radio"/> |
| 2. Physician requested evaluation after admission.                                                                                      | Yes <input type="radio"/> No <input checked="" type="radio"/> |
| 3. Review of chart reveals medical diagnosis or condition that might require specialized respiratory therapy.                           | Yes <input type="radio"/> No <input checked="" type="radio"/> |
| 4. The nursing staff indicates that the resident has problems that might require specialized respiratory therapy.                       | Yes <input type="radio"/> No <input checked="" type="radio"/> |
| 5. The family/guardian indicates the resident has been observed having respiratory symptoms requiring a respiratory therapy evaluation. | Yes <input type="radio"/> No <input checked="" type="radio"/> |

**Recommendations**

- |                                                              |                                                               |
|--------------------------------------------------------------|---------------------------------------------------------------|
| Specialized respiratory therapy evaluation is recommended.   | Yes <input type="radio"/> No <input checked="" type="radio"/> |
| Respiratory Therapy evaluation is not required at this time. | Yes <input type="radio"/> No <input checked="" type="radio"/> |

Signature: D. Fincher, CPT Date: 1/28/11

Revised 4/2008

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HEALTH INFORMATION

NHC 0438



## RESPIRATORY THERAPY ASSESSMENT

Resident Name \_\_\_\_\_ Room # \_\_\_\_\_ Age: \_\_\_\_\_

Physician: \_\_\_\_\_ Evaluator: \_\_\_\_\_

Diagnosis: \_\_\_\_\_ Date: \_\_\_\_\_ Total Points # \_\_\_\_\_

| Item                   | 0                                        | 1                                     | 2                                                 | 3                                                    | 4                                               | Points |
|------------------------|------------------------------------------|---------------------------------------|---------------------------------------------------|------------------------------------------------------|-------------------------------------------------|--------|
| Level of consciousness | Alert<br>Orientated<br>Cooperative       | Disorientated,<br>Follows<br>Commands | Obtunded,<br>Uncooperative                        | Lethargic                                            | Semi-comatose                                   |        |
| Level of activity      | Ambulatory                               | Ambulatory<br>w/walker                | Ambulatory<br>w/wheelchair                        | Non-ambulatory                                       | Paraplegic/quadruplegic                         |        |
| Breath sounds          | Clear                                    | Diminished<br>unilateral              | Diminished<br>bilaterally and/or<br>crackles      | Absent unilaterally<br>and/or wheezing or<br>rhonchi | Absent bilaterally                              |        |
| Cough                  | Strong,<br>spontaneous,<br>nonproductive | Strong productive                     | Weak,<br>nonproductive                            | Weak, productive                                     | May require suctioning                          |        |
| Respiratory<br>History | (-) smoking history                      | Smoking history <<br>1 PPD            | Smoking history ><br>1 PPD                        | Pulmonary disease                                    | Severe or chronic<br>exacerbation               |        |
| Respiratory<br>Rate    | Regular<br>12-20 bpm                     | Increased<br>20-25 bpm                | Dyspnea on<br>exertion/irregular                  | Use of accessory<br>muscles                          | Prolonged expiration                            |        |
| X-ray                  | Clear                                    | Unavailable                           | Infiltrate<br>atelectasis or<br>pleural effusions | Infiltrates in more<br>than one lobe                 | Infiltrates atelectasis<br>+/- pleural effusion |        |

Obesity (Weight) > 150% ideal body weight: Yes \_\_\_\_\_ No \_\_\_\_\_ Oxygen \_\_\_\_\_ lpm \_\_\_\_\_ cont. \_\_\_\_\_ H \_\_\_\_\_

MDI \_\_\_\_\_ Nebulizer \_\_\_\_\_

MDI \_\_\_\_\_ Nebulizer \_\_\_\_\_

|            |                                     |                         |                                  |
|------------|-------------------------------------|-------------------------|----------------------------------|
| HR _____   | Textile Worker _____                | Asthma _____            | Allergies _____                  |
| RR _____   | Farming _____                       | Bronchitis _____        | Sinus problems _____             |
| SpO2 _____ | COPD _____ years _____ ppd _____    | Pneumonia _____         | Allergy to any Respiratory _____ |
| SaO2 _____ | Restrictive _____ Obstructive _____ | Aspiration _____        | Medication _____                 |
| SaO2 _____ | Edema _____                         | Food _____ liquid _____ |                                  |

| Classes                                                                              | Indications for Therapy                                                                                                                                                     | MDI must meet all criteria below                                                                              |
|--------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| Class 1 = 0-3<br>Class 2 = 3-7<br>Class 3 = 7-11<br>Class 4 = 11-15<br>Class 5 = >15 | No TX or stop TX<br>TID or PRN<br>Q4 WA PRN<br>Q4 + PRN<br>Confer with MD                                                                                                   | Five second breathe hold<br>Patient alert and cooperative<br>Easily expectorate secretions<br>With no rhonchi |
|                                                                                      | Bronchospasm/wheezing<br>Impaired mucous clearance<br>Asthma COPD<br>Obstructive/Restrictive Disease<br>Airway Inflammation<br>Tracheobronchial mucosal/congestion, stridor |                                                                                                               |

COMMENTS \_\_\_\_\_

Revised 4/2008

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NHC 0439



Date of Examina1/25/11 Examiner John Marshall, DP  
Name Wade Thompson Age 74 Years of School Completed \_\_\_\_\_

**Instructions:** Words in boldface type should be read aloud clearly and slowly to the examinee. Item substitutions appear in parentheses. Administration should be conducted privately and in the examinee's primary language. Circle 0 if the response is incorrect, or 1 if the response is correct. Begin by asking the following two questions:

Do you have any trouble with your memory? May I ask you some questions about your memory?

#### ORIENTATION TO TIME

|                      | RESPONSE | SCORE<br>(circle one) |
|----------------------|----------|-----------------------|
| What is the... year? | _____    | 0 1                   |
| ...season?           | _____    | 0 1                   |
| month of the year?   | _____    | 0 1                   |
| day of the week?     | _____    | 0 1                   |
| date?                | _____    | 0 1                   |

#### ORIENTATION TO PLACE\*

|                                                    |       |     |
|----------------------------------------------------|-------|-----|
| Where are we now? What is the... state (province)? | _____ | 0 1 |
| county (or city/town)?                             | _____ | 0 1 |
| city/town (or part of city/neighborhood)?          | _____ | 0 1 |
| building (name or type)?                           | _____ | 0 1 |
| floor of the building (room number or address)?    | _____ | 0 1 |

\*Alternative place words that are appropriate for the setting and increasingly precise may be substituted and noted.

#### REGISTRATION\*

Listen carefully. I am going to say three words. You say them back after I stop. Ready?  
Here they are... APPLE [pause], PENNY [pause], TABLE [pause]. Now repeat those words back to me.  
[Repeat up to 5 times, but score only the first trial.]

|       |       |     |
|-------|-------|-----|
| APPLE | _____ | 0 1 |
| PENNY | _____ | 0 1 |
| TABLE | _____ | 0 1 |

Now keep those words in mind. I am going to ask you to say them again in a few minutes.

\*Alternative word sets (e.g., PONY, QUARTER, ORANGE) may be substituted and noted when retesting an examinee.

#### ATTENTION AND CALCULATION [Serial 7s]\*

Now I'd like you to subtract 7 from 100. Then keep subtracting 7 from each answer until I tell you to stop.

|                             |      |       |     |
|-----------------------------|------|-------|-----|
| What is 100 take away 7?    | [93] | _____ | 0 1 |
| If needed, say: Keep going. | [86] | _____ | 0 1 |
| If needed, say: Keep going. | [79] | _____ | 0 1 |
| If needed, say: Keep going. | [72] | _____ | 0 1 |
| If needed, say: Keep going. | [65] | _____ | 0 1 |

\*Alternative item (WORLD backward) should only be administered if the examinee refuses to perform the Serial 7s task.

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9 8 7 6 5 4 3

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HEALTH INFORMATION

NHC 0440

Substitute and score this item only if the examinee refuses to perform the Serial 7s task.

Spell **WORLD** forward, then backward.

Correct forward spelling if misspelled,  
but score only the backward spelling.

(D = 1) (L = 1) (R = 1) (O = 1) (W = 1)

0  
(0 to 5)

### RECALL

### RESPONSE

SCORE  
(circle one)

What were those three words I asked you to remember? [Do not offer any hints.]

APPLE  
PENNY  
TABLE

0 1  
0 1  
0 1

### NAMING\*

What is this? [Point to a pencil or pen.]

What is this? [Point to a watch.]

0 1  
0 1

\*Alternative common objects (e.g., eyeglasses, chair, keys) may be substituted and noted.

### REPETITION

Now I am going to ask you to repeat what I say. Ready? "NO IFS, ANDS, OR BUTS." Now you say that.  
[Repeat up to 5 times, but score only the first trial.]

NO IFS, ANDS, OR BUTS.

0 1

Detach the next page along the lengthwise perforation, and then tear it in half along the horizontal perforation. Use the upper half of the page (blank) for the Comprehension, Writing, and Drawing items that follow. Use the lower half of the page as a stimulus form for the Reading ("CLOSE YOUR EYES") and Drawing (intersecting pentagons) items.

### COMPREHENSION

Listen carefully because I am going to ask you to do something.

Take this paper in your right hand [pause], fold it in half [pause], and put it on the floor (or table).

TAKE IN RIGHT HAND  
FOLD IN HALF  
PUT ON FLOOR (or TABLE)

0 1  
0 1  
0 1

### READING

Please read this and do what it says. [Show examinee the words on the stimulus form.]

CLOSE YOUR EYES

0 1

### WRITING

Please write a sentence. [If examinee does not respond, say: Write about the weather.]

Place the blank piece of paper (unfolded) in front of the examinee and provide a pen or pencil. Score 1 point if the sentence is comprehensible and contains a subject and a verb. Ignore errors in grammar or spelling.

0 1

### DRAWING

Please copy this design. [Display the intersecting pentagons on the stimulus form.]

Score 1 point if the drawing consists of two 5-sided figures that intersect to form a 4-sided figure.

0 1

Assessment of level of consciousness.

Alert/  
Responsive

Drowsy

Stuporous

Comatose/  
Unresponsive

Total Score = 10  
(Sum all item scores.) (30 points max.)

CONFIDENTIAL PROTECT  
HEALTH INFORMATION

NHC 0441

Patient Name:

Wade Thompson

MR#

3889

Room#

124

## Brief Interview for Mental Status (BIMS)

| Brief Interview for Mental Status (BIMS)                                                                                                                                                                                               |                                              |                                                                                                                                                            |                                         |                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|-----------------------------------------|
| <b>Repetition of Three Words:</b> Ask resident: "I am going to say three words for you to remember. Please repeat the words after I have said all three. The words are, sock, blue, and bed. Now tell me the three words."             |                                              |                                                                                                                                                            |                                         |                                         |
| Sock, blue, and bed                                                                                                                                                                                                                    | Number of words repeated after first attempt |                                                                                                                                                            |                                         |                                         |
|                                                                                                                                                                                                                                        | 0-None                                       | 1-One                                                                                                                                                      | 2-Two                                   | 3-Three                                 |
|                                                                                                                                                                                                                                        | <input type="checkbox"/>                     | <input type="checkbox"/>                                                                                                                                   | <input type="checkbox"/>                | <input checked="" type="checkbox"/>     |
| After the resident's first attempt, repeat the words using cues ("sock, something to wear; blue, a color; bed, a piece of furniture"). You may repeat the words up to two more times.                                                  |                                              |                                                                                                                                                            |                                         |                                         |
| <b>Temporal Orientation:</b> (orientation to year, month, and day)                                                                                                                                                                     |                                              |                                                                                                                                                            |                                         |                                         |
| A. Ask resident: "Please tell me what year it is right now."                                                                                                                                                                           | Missed by > 5 yrs. or no answer              | Missed by 2-5 years                                                                                                                                        | Missed by 1 year                        | Correct                                 |
| Able to report correct year:                                                                                                                                                                                                           | 0 = <input type="checkbox"/>                 | 1 = <input type="checkbox"/>                                                                                                                               | 2 = <input type="checkbox"/>            | 3 = <input checked="" type="checkbox"/> |
| B. Ask resident: "What month are we in right now?"                                                                                                                                                                                     | Missed by > 1 month or no answer             | Missed by 6 days to 1 month                                                                                                                                | Accurate within 5 days                  |                                         |
| Able to report correct month:                                                                                                                                                                                                          | 0 = <input type="checkbox"/>                 | 1 = <input checked="" type="checkbox"/>                                                                                                                    | 2 = <input type="checkbox"/>            |                                         |
| C. Ask resident: "What day of the week is today?"                                                                                                                                                                                      | Incorrect or no answer                       |                                                                                                                                                            | Correct                                 |                                         |
| Able to report correctly day of the week:                                                                                                                                                                                              | 0 = <input type="checkbox"/>                 |                                                                                                                                                            | 1 = <input checked="" type="checkbox"/> |                                         |
| <b>Recall:</b> Ask resident: "Let's go back to an earlier question. What were those three words that I asked you to repeat? If unable to remember a word, give clue (something to wear, a color, a piece of furniture) for that word." |                                              |                                                                                                                                                            |                                         |                                         |
| A. Able to recall "sock"                                                                                                                                                                                                               | No - could not recall                        | Yes, after cueing                                                                                                                                          | Yes, no cue required                    |                                         |
|                                                                                                                                                                                                                                        | 0 = <input type="checkbox"/>                 | 1 = <input type="checkbox"/>                                                                                                                               | 2 = <input checked="" type="checkbox"/> |                                         |
| B. Able to recall "blue"                                                                                                                                                                                                               | 0 = <input type="checkbox"/>                 | 1 = <input type="checkbox"/>                                                                                                                               | 2 = <input checked="" type="checkbox"/> |                                         |
| C. Able to recall "bed"                                                                                                                                                                                                                | 0 = <input type="checkbox"/>                 | 1 = <input type="checkbox"/>                                                                                                                               | 2 = <input checked="" type="checkbox"/> |                                         |
| <b>SUMMARY SCORE:</b> 14                                                                                                                                                                                                               |                                              | Add scores for all of the above questions and fill in total score (00-15).<br>13-15: Cognitively Intact; 8-12: Moderately Impaired; 0-7: Severe Impairment |                                         |                                         |

Social Services Signature:

D. J. Jones 88

Date: 2/2/11

141 HH 2/10

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HEALTH INFORMATION

NHC 0442

If any of the following are observed while performing the BIMS, report to nurse:

- a. **Inattention** - Did the resident have difficulty focusing attention (easily distracted, out of touch or difficulty following what was said)?
- b. **Disorganized Thinking** - Was the resident's thinking disorganized or incoherent (rambling or irrelevant conversation, unclear or illogical flow of ideas, or unpredictable switching from subject to subject)?
- c. **Altered Level of Consciousness** - Did the resident have altered level of consciousness? (e.g. **vigilant** - startled easily to any sound or touch; **lethargic** - repeatedly dozed off when being asked questions, but responded to voice or touch; **stuporous** - very difficult to arouse and keep aroused for the interview; **comatose** - could not be aroused)
- d. **Psychomotor retardation** - Did the resident have an unusually decreased level of activity such as sluggishness, staring into space, staying in one position, moving very slowly?

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HEALTH INFORMATION

NHC 0443

**COGNITION / MOOD**

BIMS Score 14

If unable to participate in BIMS, check all that apply from SAMS

Short Term Memory = ☒ Memory OK ☐ Memory problem

Long Term Memory = ☒ Memory OK ☐ Memory problem

Recall Ability

☒ Current Season ☒ Location of own room ☐ Staff names and faces

☒ That he or she is in a nursing home ☐ None of the above

Decision Making (Check one)

☒ Independent - decisions consistent / reasonable

☐ Modified Independence - some difficulty in new situation only

☐ Moderately impaired - decisions poor; cues / supervision required

☐ Severely impaired - never made decisions

Notes:

PHQ9 Score 1 PHQ-OV Score \_\_\_\_\_

Notes

(Complete items below if pertinent to Patient)

Palliative and/or Grief Issues:

N/A

Relationship and/or psychosocial Issues:

Supportive Family

Mental Health Issues:

DX Alz/DEM and Anx/Depressive's Namenda, Wellbutrin, Celecox, Phosphen  
d lemeron

Other:

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HEALTH INFORMATION

[Signature]  
Person Completing Assessment

2/2/11  
Date

NHC 0446

Patient Name: Wade Thompson MR# 3889 Room# 118

### Brief Interview for Mental Status (BIMS)

| Brief Interview for Mental Status (BIMS)                                                                                                                                                                                               |                                              |                              |                                         |                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|------------------------------|-----------------------------------------|-----------------------------------------|
| <b>Repetition of Three Words:</b> Ask resident: "I am going to say three words for you to remember. Please repeat the words after I have said all three. The words are: sock, blue and bed. Now tell me the three words."              |                                              |                              |                                         |                                         |
| Sock, blue, and bed                                                                                                                                                                                                                    | Number of words repeated after first attempt |                              |                                         |                                         |
|                                                                                                                                                                                                                                        | 0-None                                       | 1-One                        | 2-Two                                   | 3-Three                                 |
|                                                                                                                                                                                                                                        | <input type="checkbox"/>                     | <input type="checkbox"/>     | <input type="checkbox"/>                | <input checked="" type="checkbox"/>     |
| After the resident's first attempt, repeat the words using cues ("sock, something to wear; blue, a color; bed, a piece of furniture"). You may repeat the words up to two more times.                                                  |                                              |                              |                                         |                                         |
| <b>Temporal Orientation:</b> (orientation to year, month, and day)                                                                                                                                                                     |                                              |                              |                                         |                                         |
| A. Ask resident: "Please tell me what year it is right now."                                                                                                                                                                           | Missed by > 5 yrs. or no answer              | Missed by 2-5 years          | Missed by 1 year                        | Correct                                 |
| Able to report correct year:                                                                                                                                                                                                           | 0 = <input type="checkbox"/>                 | 1 = <input type="checkbox"/> | 2 = <input type="checkbox"/>            | 3 = <input checked="" type="checkbox"/> |
| B. Ask resident: "What month are we in right now?"                                                                                                                                                                                     | Missed by > 1 month or no answer             | Missed by 6 days to 1 month  | Accurate within 5 days                  |                                         |
| Able to report correct month:                                                                                                                                                                                                          | 0 = <input type="checkbox"/>                 | 1 = <input type="checkbox"/> | 2 = <input checked="" type="checkbox"/> |                                         |
| C. Ask resident: "What day of the week is today?" <u>Mon</u>                                                                                                                                                                           | Incorrect or no answer                       |                              | Correct                                 |                                         |
| Able to report correctly day of the week:                                                                                                                                                                                              | 0 = <input checked="" type="checkbox"/>      |                              | 1 = <input type="checkbox"/>            |                                         |
| <b>Recall:</b> Ask resident: "Let's go back to an earlier question. What were those three words that I asked you to repeat?" If unable to remember a word, give clue (something to wear, a color, a piece of furniture) for that word. |                                              |                              |                                         |                                         |
| A. Able to recall "sock"                                                                                                                                                                                                               | No - could not recall                        | Yes, after cueing            | Yes, no cue required                    |                                         |
|                                                                                                                                                                                                                                        | 0 = <input type="checkbox"/>                 | 1 = <input type="checkbox"/> | 2 = <input checked="" type="checkbox"/> |                                         |
| B. Able to recall "blue"                                                                                                                                                                                                               | 0 = <input type="checkbox"/>                 | 1 = <input type="checkbox"/> | 2 = <input checked="" type="checkbox"/> |                                         |
| C. Able to recall "bed"                                                                                                                                                                                                                | 0 = <input type="checkbox"/>                 | 1 = <input type="checkbox"/> | 2 = <input checked="" type="checkbox"/> |                                         |
| <b>SUMMARY:</b> Add scores for all of the above questions and fill in total score (00-15).<br><b>SCORE:</b> <u>14</u> 13-15: Cognitively Intact 8-12: Moderately Impaired 0-7: Severe Impairment                                       |                                              |                              |                                         |                                         |

Social Services Signature: [Signature]

Date: 2/15/11

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HEALTH INFORMATION

141 HH 2/10

NHC 0447

If any of the following are observed while performing the BIMS, report to nurse:

- a. **Inattention** - Did the resident have difficulty focusing attention (easily distracted, out of touch or difficulty following what was said)?
  - b. **Disorganized Thinking** - Was the resident's thinking disorganized or incoherent (rambling or irrelevant conversation, unclear or illogical flow of ideas, or unpredictable switching from subject to subject)?
  - c. **Altered Level of Consciousness** - Did the resident have altered level of consciousness? (e.g. **vigilant** - startled easily to any sound or touch; **lethargic** - repeatedly dozed off when being asked questions, but responded to voice or touch; **stuporous** - very difficult to arouse and keep aroused for the interview; **comatose** - could not be aroused)
  - d. **Psychomotor retardation** - Did the resident have an unusually decreased level of activity such as sluggishness, staring into space, staying in one position, moving very slowly?
- 

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HEALTH INFORMATION

NHC 0448



| NAME            | DOCTOR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | ROOM NO. | MR NO.    |
|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|
| Thompson, Wade  | Sherman                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 124      | 3889      |
| DATE AND TIME   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |          | SIGNATURE |
| 1/26/11         | Res Mr. Wade Thompson admitted to room 124 for short term rehab following hospital stay @ Ammed Health with dx weakness, unsteady gait. Res lives at home with wife and daughter, is A+O with some dementia / cognitive loss. Daughter is involved / supportive, <sup>but works full time. Rem 1/26/11</sup> is caregiver. Res has been here for rehab before, so Res / family are familiar with facility and rehab process. Res will return home once rehab is complete. SS will continue to monitor Res and assist as needed. ——— Danielle Martin, Admissions |          |           |
| 2/3/11<br>1000  | 5 day assessment completed this date. Mr Thompson was admitted for rehab. Resident scored 14 on BIMS and is independent for decision making. Mr Thompson scored 1 on PHQ-9. Resident has dx of depr / anxiety and receives Rx Wellbutrin, Citalopram and Ativan. Mr Thompson has dx of Mild dementia and receives Rx Namenda. Family remains very supportive and goal remains to dk home with wife and daughter. Resident is a full code. SW will continue to monitor. ——— Per Jmk 88                                                                           |          |           |
| 2/9/11<br>200pm | 14 day assessment completed. Res has                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |          |           |

88 HH 8/85

SOCIAL SERVICES

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HEALTH INFORMATION

Side 1

NHC 0450

PC4915/08273  
02/03/2011

NUTRITIONAL ASSESSMENT REPORT  
Page 1

nh3685a  
12:17

NAME: Thompson, Wade  
SSN: [REDACTED] MED REC #: 3889  
ATTENDING PHYS: Sherman, Richard L,  
ROOM #: 124  
ASSESSMENT DATE: 2/02/2011 TYPE: 00  
ADMIT DATE: 1/26/2011 ADMIT TIME: 04:30 PM

42789 BRADYCARDIA  
7804 DIZZINESS AND GIDDINESS  
42731 ATRIAL FIBRILLATION  
2724 HYPERLIPIDEMIA  
40390 HYPERTENSIVE CHRONIC KIDNEY DISEASE  
5852 CHRONIC KIDNEY DISEASE, STAGE II (MILD)  
78079 GENERALIZED WEAKNESS  
3310 ALZHEIMER'S DISEASE --  
29410 DEMENTIA ALZHEIMER'S  
311 DEPRESSION  
30000 ANXIETY  
2449 HYPOTHYROIDISM  
56400 CONSTIPATION  
60000 BENIGN PROSTATE HYPERTROPHY  
5533 HISTORY HIATAL HERNIA W/OCCASIONAL BLEEDS  
V1302 HX RECURRENT URINARY TRACT INFECTION  
V1588 PERSONAL HISTORY OF FALL  
V1254 HISTORY CVA  
7813 LACK OF COORDINATION  
7197 gait difficulty

\*\*\*\*\*  
TEXTURE NEEDS  
\*\*\*\*\*

Chewing Problems: N

Swallowing Problems: N

\*\*\*\*\*  
DIET ORDERS/PREFERENCES/DISLIKES  
\*\*\*\*\*

Diet Order:  
Regular

Snack:  
ad lib

Supplement Order:  
.....

Distinct Food Preferences: N

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HEALTH INFORMATION

NHC 0452

NEUROLOGY ASSOCIATES OF GREENVILLE, P.A.  
1130 Grove Road Greenville, SC 29605  
Phone (864) 232-9644/ Fax (864) 232-7825

THOMPSON, WADE  
DOB: 02/25/1936

Chart #: 151864  
Date of Service: 02/25/2011

CEREBELLAR: No cerebellar signs present.

NEUROVASCULAR: Normal heart sounds and regular rhythm, peripheral pulses intact, and no carotid bruits.

IMPRESSION: Tremor (781.0). Dementia.

COMMENTS: His tremor is most suggestive of a benign essential tremor, it is unusual that it started so abruptly however. He has a somewhat Parkinson-like gait and memory difficulty and Lewy body dementia is a possibility.

PLAN/ORDERS:

MEDICATIONS:

MYSOLINE ORAL TABLET 50 MG, 1/2 TWICE DAILY for 1 week then 1 pill twice daily. May stop if causes worsening dizziness, 60 Dispensed, 3 Fills, status: NEW PRESCRIPTION, 02/25/2011.

STATUS: He is to try low dose Mysoline and see if that will help his tremor.

FOLLOW-UP: I have instructed the patient to return in three months.

D Courson Cunningham Jr, M.D. / Dcc

cc: Richard Sherman, M.D.

2/25/11  
R/S

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HEALTH INFORMATION Page 4 of 4

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NHC 0481

02/01/11

THOMPSON, WADE  
NHC-Mauldin

Medical record: 3889

S: The patient is seen today for review of his chronic conditions. He is tolerating his therapies. He does complain of some constipation, but otherwise, no acute distress.

VS BP: 116/78 Temp: 97.9 Pulse: 63 Resp: 20 WT: 187.3 - A little bit of weight gain is noted.

O: His main complaint is that of constipation. Skin: Pale pink, warm, and dry. Heart RRR. No murmur, gallop, rub, or click. Abdomen: Round and soft. Positive bowel sounds. No masses. No organomegaly. Lower extremities: With some +2 edema to his feet and legs bilaterally. DP pulses are +2 and equal bilaterally. Lungs: CTA anterior/posterior.

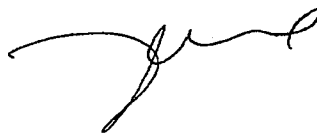
Allergies: IVP dye and Sulfa.

A: Constipation, AFIB, debility, bradycardia, hypertension, CKD, Alzheimer's dementia, hypothyroidism, BPH, hiatal hernia, and depression.

P: Meds, labs, NN are reviewed. We will give him an abdominal series x-ray. Give him Milk of Mag 30 cc's with Sorbitol 30 cc's and warm prune juice one dose today as well as increase his High Fiber to 30 cc's TID. In addition, in one week, we will check a CBC, CMP, TSH, B12, Folate, and Magnesium, and recheck those annually. Check LFTs and Lipid Profile, and recheck those Q 6 months.

Merrylee Mullinax, MSN, FNP  
MM: jmm

dd: 02/01/11  
dt: 02/02/11



CONFIDENTIAL PROTECTED  
HEALTH INFORMATION

NHC 0484

02/14/11

THOMPSON, WADE  
NHC-Mauldin

Medical record: 3889

- S: The patient is seen today for review of his chronic conditions. No sign of any other acute issue or distress at present. No chest pain, dizziness, or lightheadedness noted. He is ambulating with assistance. No sign of any acute distress or pain. There were some changes with his antidepressants, which seem to have actually been helping him rest a little bit better.
- VS BP: 136/80 Temp: 97.3 Pulse: 68 Resp: 16 WT: 194.3 – He has had a little bit of weight gain since he has been here.
- O: Skin: Pale pink, warm, and dry. Heart RRR. No murmur, gallop, rub, or click. Lungs: CTA. Diminished to the bases. Abdomen: Round and soft. No masses. No organomegaly. He has chronic issues with constipation. He kind of almost obsesses in regard to his bowels.
- A: Debility, tremor (which is improved), weakness, chronic anxiety, AFIB, chronic constipation, hypotension, CKD, Alzheimer's dementia, depression, anxiety, hypothyroidism, BPH, hiatal hernia, and difficulty ambulating.
- P: Meds, labs, NN are reviewed. We are going to check a BNP on him in the morning due to the weight gain.

Merrylee Mullinax, MSN, FNP  
MM: jmm

dd: 02/14/11  
dt: 02/14/11



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HEALTH INFORMATION

NHC 0488

Sherman

MEDICARE  
CERTIFICATION AND RECERTIFICATION

Thompson, Wade (PATIENT) 1-26-11 (ADMISSION DATE) \_\_\_\_\_ (HEALTH INSURANCE CLAIM NUMBER)

CERTIFICATION  
of patient admission.  
Required at time of  
admission.

I certify that SNF services are required to be given on an inpatient basis because of the above named patient's need for skilled nursing care, or skilled rehabilitation services on a daily basis, for the condition(s) for which he/she received inpatient hospital services.

\_\_\_\_\_  
(PHYSICIAN)

1-26-11  
(DATE)

1st RECERTIFICATION  
of continued SNF  
inpatient care. On or  
before the 14th day.

I certify that continued SNF inpatient care is necessary for the following reason(s):

Slp recent bradycardia and debility here to work  
PT/OT on gait, mobility, strengthening and ADL  
retraining

☐ Yes ☒ No Continued services are needed for a condition that arose after admission to the SNF and while the individual was still under treatment for the condition for which he/she had received inpatient hospital services.

I estimate that the additional period of SNF inpatient care will be 56 days (or 8 weeks)

Plans for post-SNF care are: ☐ Home Health Agency ☐ Office Care

☒ Other (specify) Home & family & home PT

Due Date

2-8-11

\_\_\_\_\_  
(PHYSICIAN)

2-8-11  
(DATE)

2nd RECERTIFICATION  
of continued SNF  
inpatient care. On or  
before the 30th day  
of the last recertification  
signature date.

I certify that continued SNF inpatient care is necessary for the following reason(s):

Slp bradycardia and continues to require skilled  
PT/OT for gait & ADL retraining

☐ Yes ☒ No Continued services are needed for a condition that arose after admission to the SNF and while the individual was still under treatment for the condition for which he/she had received inpatient hospital services.

I estimate that the additional period of SNF inpatient care will be 30 days (or 4 weeks)

Plans for post-SNF care are: ☐ Home Health Agency ☐ Office Care

☒ Other (specify) Home & family

Due Date

3-9-11

\_\_\_\_\_  
(PHYSICIAN)

3-9-11  
(DATE)

3rd RECERTIFICATION  
of continued SNF  
inpatient care. On or  
before the 30th day  
of the last recertification  
signature date

I certify that continued SNF inpatient care is necessary for the following reason(s):

DK

☐ Yes ☐ No Continued services are needed for a condition that arose after admission to the SNF and while the individual was still under treatment for the condition for which he/she had received inpatient hospital services.

I estimate that the additional period of SNF inpatient care will be \_\_\_\_\_ days (or \_\_\_\_\_ weeks)

Plans for post-SNF care are: ☐ Home Health Agency ☐ Office Care

☐ Other (specify) \_\_\_\_\_

Due Date

\_\_\_\_\_  
(PHYSICIAN)

\_\_\_\_\_  
(DATE)

FORM A-524E HH

CONFIDENTIAL PROTECTED  
HEALTH INFORMATION

NHC 0494

PC2154/10217  
01/27/2011

Diagnostic Problem List  
Page 1

nh3685a  
11:44

Name: Thompson, Wade  
Physician: Sherman, Richard L

Medical Record #: 3889  
Room #: 124

| Current<br>Sequence # | ICD-9 Code | Prim.<br>Dx.<br>Flag | Diagnostic Description    | Start<br>Date | End<br>Date |
|-----------------------|------------|----------------------|---------------------------|---------------|-------------|
| 1                     | 42789      | Y                    | BRADYCARDIA               | 1/26/2011     |             |
| 2                     | 7804       |                      | DIZZINESS AND GIDDINESS   | 1/26/2011     |             |
| 3                     | 42731      |                      | ATRIAL FIBRILLATION       | 1/26/2011     |             |
| 4                     | 2724       |                      | HYPERLIPIDEMIA            | 1/26/2011     |             |
| 5                     | 40390      |                      | HYPERTENSIVE CHRONIC KIDN | 1/26/2011     |             |
| 6                     | 5852       |                      | CHRONIC KIDNEY DISEASE, S | 1/26/2011     |             |
| 7                     | 78079      |                      | GENERALIZED WEAKNESS      | 1/26/2011     |             |
| 8                     | 3310       |                      | ALZHEIMER'S DISEASE       | 1/26/2011     |             |
| 9                     | 29410      |                      | DEMENTIA ALZHEIMER'S      | 1/26/2011     |             |
| 10                    | 311        |                      | DEPRESSION                | 1/26/2011     |             |
| 11                    | 30000      |                      | ANXIETY                   | 1/26/2011     |             |
| 12                    | 2449       |                      | HYPOTHYROIDISM            | 1/26/2011     |             |
| 13                    | 56400      |                      | CONSTIPATION              | 1/26/2011     |             |
| 14                    | 60000      |                      | BENIGN PROSTATE HYPERTROP | 1/26/2011     |             |
| 15                    | 5533       |                      | HISTORY HIATAL HERNIA W/O | 1/26/2011     |             |
| 16                    | V1302      |                      | HX RECURRENT URINARY TRAC | 1/26/2011     |             |
| 17                    | V1588      |                      | PERSONAL HISTORY OF FALL  | 1/26/2011     |             |
| 18                    | V1254      |                      | HISTORY CVA               | 1/26/2011     |             |

End date indicates diagnosis is no longer active.

Attending Physician

Date

CONFIDENTIAL PROTECTED  
HEALTH INFORMATION

NHC 0501

PC4391/11011  
03/01/2011

Diagnostic Problem List  
Page 1

nh3685a  
09:04

Name: Thompson, Wade  
Physician: Sherman, Richard L

Medical Record #: 3889  
Room #: 118

| Current<br>Sequence # | ICD-9 Code | Prim.<br>Dx.<br>Flag | Diagnostic Description               | Start<br>Date | End<br>Date |
|-----------------------|------------|----------------------|--------------------------------------|---------------|-------------|
| 1                     | 42789      | Y                    | BRADYCARDIA                          | 1/26/2011     |             |
| 2                     | 7804       |                      | DIZZINESS AND GIDDINESS              | 1/26/2011     |             |
| 3                     | 42731      |                      | ATRIAL FIBRILLATION                  | 1/26/2011     |             |
| 4                     | 2724       |                      | HYPERLIPIDEMIA                       | 1/26/2011     |             |
| 5                     | 40390      |                      | HYPERTENSIVE CHRONIC KIDN            | 1/26/2011     |             |
| 6                     | 5852       |                      | CHRONIC KIDNEY DISEASE, S            | 1/26/2011     |             |
| 7                     | 78079      |                      | GENERALIZED WEAKNESS                 | 1/26/2011     |             |
| 8                     | 3310       |                      | ALZHEIMER'S DISEASE                  | 1/26/2011     |             |
| 9                     | 29410      |                      | DEMENTIA ALZHEIMER'S <i>cur</i>      | 1/26/2011     |             |
| 10                    | 311        |                      | DEPRESSION                           | 1/26/2011     |             |
| 11                    | 30000      |                      | ANXIETY                              | 1/26/2011     |             |
| 12                    | 2449       |                      | HYPOTHYROIDISM <i>cur</i>            | 1/26/2011     |             |
| 13                    | 56400      |                      | CONSTIPATION                         | 1/26/2011     |             |
| 14                    | 60000      |                      | BENIGN PROSTATE HYPERTROP <i>cur</i> | 1/26/2011     |             |
| 15                    | 5533       |                      | HISTORY HIATAL HERNIA W/O            | 1/26/2011     |             |
| 16                    | 7813       |                      | LACK OF COORDINATION                 | 1/27/2011     |             |
| 17                    | 7197       |                      | gait difficulty                      | 1/27/2011     |             |
| 18                    | V1302      |                      | HX RECURRENT URINARY TRAC            | 1/26/2011     |             |
| 19                    | V1588      |                      | PERSONAL HISTORY OF FALL             | 1/26/2011     |             |
| 20                    | V1254      |                      | HISTORY CVA <i>cur</i>               | 1/26/2011     |             |

End date indicates diagnosis is no longer active.

Attending Physician

Date

CONFIDENTIAL PROTECTED  
HEALTH INFORMATION

NHC 0504



Patient Name Thompson Wade MR # 3889 Room # 124  
Attending Physician Shelton

According to the South Carolina Adult Health Care Consent Act, Section 44-66-20, a patient's inability to consent must be signed by two licensed physicians.

As defined by the Act, "health care" means a procedure to diagnose or treat a human disease, ailment, defect, abnormality, or complaint, whether of physical or mental origin. "Unable to consent" means unable to appreciate the nature and implications of the patient's condition and proposed health care, to make a reasoned decision concerning the proposed health care, or to communicate that decision in an unambiguous manner.

Two physicians must verify below if a patient is considered "Unable to Consent" to "health care" procedures.

\*\*\*\*\*  
**CERTIFICATION OF PATIENT'S INABILITY TO CONSENT TO HEALTH CARE DECISIONS.**  
\*\*\*\*\*

ATTENDING PHYSICIAN STATEMENT: Physician must state an opinion regarding the cause and nature of the inability to consent, and its probable duration.

Competent  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Physician Signature Shelton Date 2-8-11

SECOND PHYSICIAN STATEMENT: Physician must state an opinion regarding the cause and nature of the inability to consent, and its probable duration.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Physician Signature \_\_\_\_\_ Date \_\_\_\_\_

CONFIDENTIAL PROTECTED  
HEALTH INFORMATION

NHC 0597

FILED-CLERK'S OFFICE  
ANDERSON SC

Sherman

2016 SEP 12 AM 10:53

MEDICARE  
CERTIFICATION AND RECERTIFICATION

COMMON PLEAS AND  
GENERAL DEFENSES

1-26-11

(ADMISSION DATE)

(HEALTH INSURANCE CLAIM NUMBER)

CERTIFICATION  
of patient admission.  
Required at time of  
admission.

I certify that SNF services are required to be given on an inpatient basis because of the above named patient's need for skilled nursing care, or skilled rehabilitation services on a daily basis, for the condition(s) for which he/she received inpatient hospital services.

(PHYSICIAN)

(DATE)

1st RECERTIFICATION  
of continued SNF  
inpatient care. On or  
before the 14th day.

I certify that continued SNF inpatient care is necessary for the following reason(s):

She has recent bradycardia and debility here to work  
on PT/OT on gait, mobility, strengthening and ADL  
retraining

☐ Yes ☒ No Continued services are needed for a condition that arose after admission to the SNF and while the individual was still under treatment for the condition for which he/she had received inpatient hospital services.

I estimate that the additional period of SNF inpatient care will be 56 days (or 8 weeks)

Plans for post-SNF care are: ☐ Home Health Agency ☐ Office Care

☒ Other (specify) Home & family & home PT

Due Date

2-8-11

(PHYSICIAN)

(DATE)

2nd RECERTIFICATION  
of continued SNF  
inpatient care. On or  
before the 30th day  
of the last recertification  
signature date.

I certify that continued SNF inpatient care is necessary for the following reason(s):

She has bradycardia and continues to require skilled  
PT/OT for gait & ADL retraining

☐ Yes ☒ No Continued services are needed for a condition that arose after admission to the SNF and while the individual was still under treatment for the condition for which he/she had received inpatient hospital services.

I estimate that the additional period of SNF inpatient care will be 30 days (or 4 weeks)

Plans for post-SNF care are: ☐ Home Health Agency ☐ Office Care

☒ Other (specify) Home & family

Due Date

3-9-11

(PHYSICIAN)

(DATE)

3rd RECERTIFICATION  
of continued SNF  
inpatient care. On or  
before the 30th day  
of the last recertification  
signature date

I certify that continued SNF inpatient care is necessary for the following reason(s):

DK

☐ Yes ☐ No Continued services are needed for a condition that arose after admission to the SNF and while the individual was still under treatment for the condition for which he/she had received inpatient hospital services.

I estimate that the additional period of SNF inpatient care will be \_\_\_\_ days (or \_\_\_\_ weeks)

Plans for post-SNF care are: ☐ Home Health Agency ☐ Office Care

☐ Other (specify) \_\_\_\_\_

Due Date

(PHYSICIAN)

(DATE)

FORM A-524E HH



CONFIDENTIAL PROTECTED  
HEALTH INFORMATION

NHC 0494

Lisa Bollinger

From: f36851wb  
To: f1126jon@nh1126a  
Subject: Wade Thompson  
Date: Thu, 10 Mar 2011 9:57:12 -0500 (EST)

he returned home. I asked her if he went to any other hospital and she said no only Armed, which was the hospital I called and she called and they said he had not had any admissions from 3/10 until 1/11. As soon as I find out about Nov. I will let you know.

From f1126jon@nh1126a Thu Mar 10 08:52:44 2011  
To: f1126jon@nh1126a (Jeannie Newman)  
Subject: Wade Thompson  
Date: Thu, 10 Mar 2011 8:51:38 -0500 (EST)

YES- but I am pretty sure he was somewhere.  
Are you saying he left Riverside on 9-13? Where did he go?

From: f36851wb@nh3685a (Lisa Bollinger)  
To: f1126jon@nh1126a  
Subject: Wade Thompson  
Date: Wed, 9 Mar 2011 16:12:13 -0500 (EST)

UPDATE: Daughter called and said he was at Riverside which was a SNF and used the remaining days from 8/20/10-9/13/10. She called the hospital no admissions from March 2010 until 01/07/2011. She called Medicare but they would not tell her anything Mr. Thompson would need to call however they are going to send her an EOB so she can see why he was billed in NOV.

This is my question. If he was not anywhere from 9/14/10-01/07/11 after we review the EOB would he be able to qualify then? He is leaving tomorrow.

From f1126jon@nh1126a Tue Mar 8 12:52:49 2011  
To: f1126jon@nh1126a (Jeannie Newman)  
Subject: Wade Thompson  
Date: Tue, 8 Mar 2011 12:52:41 -0500 (EST)

Where was he in NOV? The last bill date on file with Medicare on your verification was 11-10 and all of his inpatient snf days were used. Maybe someone has billed incorrectly using his ID#, it happens. The family can call Medicare and ask them where he was if they can not remember.

Thu Apr 07 2011

page 1



NHC 0035

From: f36851wb@nh3685a (Lisa Bollinger)  
To: f1126jon@nh1126a  
Subject: Wade Thompson  
Date: Tue, 8 Mar 2011 11:27:08 -0500 (EST)

This is what I have found out so far.

I spoke with hospital and the family. Between 3/10 - 7/28/10 he was in and out of the hospital and rehab facilities using a total admissions anywhere came of 76 days. From 7/29/10 - 01/06/2011 he did not have any to the hospital and the family does not recall him going during that time. He was admitted back in the hospital on 1/07/2011 - 1/12/2011 then again on 1/22/11-1/26/11 and then to us.

The family is asking me why there was not a break since he did not go anywhere that they can remember during the end of July and the first of Jan/2011. I have told them to call Medicare. Any new info on your side????

From f1126jon@nh1126a Tue Mar 8 09:12:09 2011  
From: f1126jon@nh1126a (Jeannie Newman)  
To: f36851wb@nh3685a  
Subject: Wade Thompson  
Date: Tue, 8 Mar 2011 9:11:55 -0500 (EST)

NO he did not, the first bill date is March 2010

From: f36851wb@nh3685a (Lisa Bollinger)  
To: f1126jon@nh1126a  
Subject: Wade Thompson  
Date: Mon, 7 Mar 2011 15:11:28 -0500 (EST)

working on trying to get with the family. Is there anyway if you can tell if he had a 60 day break from 7/10-11/10???

From f1126jon@nh1126a Mon Mar 7 14:50:49 2011  
<201103071950.p27Join4001730@nh1126a.uucp>  
From: f1126jon@nh1126a (Jeannie Newman)  
To: f36851wb@nh3685a  
Subject: Wade Thompson  
Date: Mon, 7 Mar 2011 14:50:38 -0500 (EST)

I pulled the verification from Home Office dates

Thu Apr 07 2011

page 2

NHC 0036

1-27-11, it states last billed  
benefits.

on file with medicare was 11-22-10/NO PART A

1-22-11 which means he was

Medicare is showing last billed date today of  
somewhere before your qual hosp date 1-22/1-27-11

where he was prior to your

You will need to get with the patient and find out  
qual stay dates.

From: f36851wb@nh3685a (Lisa Bollinger)  
To: fl126jon@nh1126a  
Subject: Wade Thompson  
Cc: f2700bas@nh2700a  
Date: Mon, 7 Mar 2011 14:41:16 -0500 (EST)

he still had 24 left.  
last billed date on  
the Mcare verification  
days between the  
time frame. We do  
am trying to get in

does it show dates for anywhere else????  
When he left in July he had not Exh. his days  
There was 116 days between when he left and  
the Mcare verification from HO. When we called  
line it said he had 20/80 on 1/26/11. He had 60  
last bill date and his hospital date for this  
not know of any other place he had been but I  
touch with the family.

From fl126jon@nh1126a Mon Mar 7 14:16:30  
2011  
<201103071916.p27JGIBB018899@nh1126a.uucp>  
From: fl126jon@nh1126a (Jeannie Newman)  
To: f36851wb@nh3685a  
Subject: Wade Thompson  
Cc: f2700bas@nh2700a  
Date: Mon, 7 Mar 2011 14:16:14 -0500 (EST)

lisa, Wade thompson's claim for JAN is  
processing as BENEFIT EXH, he has not  
had a 60 day break since he left you in  
JULY 2010 according to Medicare.

\*\*\*\*\*  
THANKS!!  
JEANNIE NEWMAN

Thu Apr 07 2011

page 3

NHC 0037

\*\*\*\*\*  
Thank You !!!!  
Lisa Bollinger  
NHC Mauldin SC 3685  
864-675-6421 ext. 1417

\*\*\*\*\*  
THANKS!  
JEANNIE NEWMAN

\*\*\*\*\*  
Thank You !!!!  
Lisa Bollinger  
NHC Mauldin SC 3685  
864-675-6421 ext. 1417

\*\*\*\*\*  
THANKS!  
JEANNIE NEWMAN

\*\*\*\*\*  
Thank You !!!!  
Lisa Bollinger  
NHC Mauldin SC 3685  
864-675-6421 ext. 1417

\*\*\*\*\*  
THANKS!  
JEANNIE NEWMAN

\*\*\*\*\*  
Thank You !!!!  
Lisa Bollinger  
NHC Mauldin SC 3685  
864-675-6421 ext. 1417

\*\*\*\*\*  
THANKS!  
JEANNIE NEWMAN

\*\*\*\*\*  
Thank You !!!!  
Lisa Bollinger  
NHC Mauldin SC 3685

Thu Apr 07 2011

page 4

NHC 0038

Lisa Bollinger

From f1126jon@nh1126a Mon Mar 21 14:27:13 2011  
From: f1126jon@nh1126a (Jeannie Newman)  
To: f3685lwb@nh3685a  
Subject: Wade Thompson  
Date: Mon, 21 Mar 2011 14:26:23 -0400 (EDT)

We have to bill privately or Medicaid.  
Medicare has processed as benefit exhaust.

You might call CAHABA and see if they will tell you where he was  
1-877-567-7271  
NPI 1659306215  
PTAN 42-S359  
Last 5 digits of tax ID 00430

See if they will tell you the PROVIDER where he has been.

From: f3685lwb@nh3685a (Lisa Bollinger)  
To: f3685lwb@nh3685a, f1126jon@nh1126a  
Subject: Wade Thompson  
Date: Mon, 21 Mar 2011 14:23:40 -0400 (EDT)

Jeannie

Just spoke to daughter still not received info. from Mcare about  
11/10.

What should we do at this point????

Thanks Lisa B

From: f3685lwb  
To: f1126jon@nh1126a  
Subject: Wade Thompson  
Date: Thu, 10 Mar 2011 9:57:12 -0500 (EST)

he returned home. I asked her if he went to any other hospital  
and she said no only Anmed. which was the hospital I called ans  
she called and they said he had not had any admissions from 3/10  
until 1/11. As soon as I find out about Nov. I will let you know.

From f1126jon@nh1126a Thu Mar 10 08:52:44 2011  
From: f1126jon@nh1126a (Jeannie Newman)  
To: f3685lwb@nh3685a  
Subject: Wade Thompson  
Date: Thu, 10 Mar 2011 8:51:38 -0500 (EST)

YES< but I am pretty sure he was somewhere.

Are you saying he left Riverside on 9-13? Where did he go?

From: f3685lwb@nh3685a (Lisa Bollinger)

Mon Mar 26 2012

page 1

CONFIDENTIAL PROTECTED  
HEALTH INFORMATION

NHC 0104

Lisa Bollinger

Screen Print -- Thursday, April 07 2011, 04:49pm

Read

Continue Next Back Goto Save Forward Reply Delete Print Extra Quit

Reply to this message

3903 f3685lwb 'Wade Thompson'

Thursday April 7, 2011 4:49

From: f3685lwb

To: fl126jon@nh1126a

Subject: Wade Thompson

X-Mailer: SCO Portfolio 2.0

Date: Mon, 21 Mar 2011 15:05:43 -0400 (EDT)

NOT GOOD...

They did talk to me at Medicare he was at Carolina Behavioral  
from 10/04/10-11/22/10. No break. I will change the census  
this month and I am going to call Brian to let him know.

Thanks for your help..

From fl126jon@nh1126a Mon Mar 21 14:27:13 2011

Return-Path: fl126jon@nh1126a

Message-Id: <201103211827.p2LIR72v015091@nh1126a.uucp>

CONFIDENTIAL PROTECTED  
HEALTH INFORMATION

NHC 0105



AUG/10/2011/WED 11:55 AM NHC Mauldin

FAX No. 864-675-9122

P. 019

*attachment # 3*

AR4995/11013  
03/07/2011

Medicare Verification Reply - Single  
Page 1

nh3685a  
16:50

Center Name: Mauldin  
Medicare Provider Number: 425359  
NPI Number: 1659306215

Type of Verification: 60 Day PartA Reverify

Requested: 3/07/2011 14:23  
Received Reply: 3/07/2011 16:50

Patient Information:

\*\* Name: Thompson, Wade  
\*\* Medicare Number: [REDACTED]  
\*\* Date of Birth: [REDACTED]/1936  
\*\*\*\*\*

Reply:

Full Days Remaining in Benefit Period: 0  
Coinsurance Days Remaining: 0

Last Date Billed in Benefit Period: 1/22/2011

Comments:

FILED-CLERK'S OFFICE  
ANDERSON SC  
2016 SEP 12 AM 10:53  
COMMON PLEAS AND  
GENERAL SESSIONS



NHC 0041

FILED-CLERK'S OFFICE  
ANDERSON SC

2016 SEP 12 AM 10:53

COMMON PLEAS AND  
GENERAL SESSIONS

1-26-11 - 3-10-11

Admit 1-26-11

Adm ← Called M'Care 1-26-11 8<sup>00</sup>/20

HO-Request 1-26-11 received 1-27-11

we  
thought

LBD - 11-22-10 - 31<sup>st</sup> 21 3 61 day break 8 days showing

Received email from Jeannie Newman tth. 3-7-11

100 day verification - 3-7-11 - received 3-7-11 - 8 days

LBD - 1-22-11

Called - Shelia Thompson - dghter - 3-8-11

dghter stated he was not anywhere from 7-28-10 to  
when he went to the hospital in Jan. 2011 Told her to call M'Care.

Called - Armed hospital medical Records stated

he had not had any hospital stays since July 10 until  
he came on 1-7-11. (first we knew)

Dghter called - said she found that he was at

Riverside (SHE) after he left US in July from 8/20/10 - 9/13/10

She stated she had called Armed "which was the only

hospital he had been in." Armed told her he had no admissions  
from March 2010 until 01-07-11. She also stated that

she had called M'care but they would not talk to her but

they would send her the EOBs to the home so she

could find out why they (M'care) had billed in Nov. 2010

Called Shelia Thompson - 3-15-11 states still no EOBs

will call as soon as she receives.

Called Shelia Thompson - 3-21-11 still nothing from M'care

She was going to call M'care again.



NHC 0046

(Jeanette Thompson suggested)

- called M. Care 3-21-11 to see if they would tell me any info. Spoke with Annette. She had told me that his benefit period had started 3/20/10 that there was not a break. I asked about the 11-22-10 date that we were missing. She informed me that he was at Carolina Behavioral from 10-4-10 - 11-22-10.
- called daughter 3-21-11 asked her about Carolina and she stated "I did have to send him there." I explain that there had not been a break and I would have to bill Mr. Thompson. She said that he did not have any money to pay with.
- sent asset search to H.O. 3-22-11
- search Anderson County Taxes found 5 properties with (3-22-11) either campers or mobile homes on them with taxes paid as of 1-20-11.
- 3-24-11 spoke with daughter again she said that she was getting documents for the case work for Medicaid at Anmed and that Mr. Thompson was back in the hospital she would keep me posted about the Medicaid.
- 3-24-11 - called Anmed bus. office to speak with the case worker who would help with Medicaid was told that would be Collette. left message.
- 4-7-11 - called Col County Medicaid no application on file for Mr. Thompson

NHC 0047

Lisa Bollinger

Screen Print -- Tuesday, March 08 2011, 09:38am

AR3451/09273  
03/08/2011

Prior Stay Information  
Lisa Bollinger

nh3685a  
09:37

Last: Thompson First: Wade MI:  
SSN: [REDACTED] Room #: 118 Phone:

PRIOR STAY INFORMATION

Record Type: 03 Prior Stay Information

Admit Date:

Prior Stay History

| Admit Date | Prov Type | Discharge Date | Prov Num | Days |
|------------|-----------|----------------|----------|------|
| 3/30/2010  | S         | 4/09/2010      | 425314   |      |
| 5/09/2010  | H         | 5/17/2010      | 420027   |      |
| 5/17/2010  | S         | 6/23/2010      | 425359   |      |
| 6/23/2010  | N         | 6/29/2010      | NEW      |      |
| 6/29/2010  | S         | 7/28/2010      | 425359   |      |
| 1/22/2011  | H         | 1/26/2011      | 420027   |      |

FILED-CLERK'S OFFICE  
ANDERSON SC  
2016 SEP 12 AM 10:53  
COMMON-PLAINTS  
GENERAL-PLAINTS  
00

1: F1-Frwd F2-Back F8-Exit

8/20/10 - 9/13-10- Riverside -

Called  
3.4.11 - for Shelia

Shelia  
Thompson

859-8353  
346-4111

3/15/11  
Called Shelia Thompson  
has not come in yet  
will as soon as she hears

7/28/10  
7/28/11

Ammed  
mre  
1716  
800-835-8088

Jan 27, 2011  
Shelia Thompson  
7/28/2010  
may 17-10  
11-21-10  
11-21-10  
11-21-10

CONFIDENTIAL PROTECTED  
HEALTH INFORMATION



NHC 0106

3-21-11  
Dgtr call nothing  
from M'care yet.  
calling them again

---

called M'care Anita  
                          Annette  
3-21-11  
91-1.  
23/no open health

---

psy hosp - 10/24 - 11/22/10  
Carolina Behavior Health

billing - 1-4.

---

4-12-11:  
235-2335  
Carolina Behavior Hospital → Anmed → 5-25-30-  
8/31-10 - 8/20/10 - Anmed

CONFIDENTIAL PROTECTED  
HEALTH INFORMATION

NHC 0108

Called- 4/7/11

Gov County no application  
on file.

CONFIDENTIAL PROTECTED  
HEALTH INFORMATION

NHC 0125



3/24/11  
Spoke to Shelia (dgr.)  
working on getting documents  
for case work medication at Annud.

3/24/11 called (Anderson)  
County 512-1417  
10/10 - 11/10 - hospital polys  
hospital - 1-7-12 - collected  
DSS - case work 512-1417



"Not what we say about our blessings, but how we use them,  
is the true measure of our thanksgiving."

W. J. Purkiser

CONFIDENTIAL PROTECTED  
HEALTH INFORMATION

NHC 0126

Wade Thompson

FILED-CLERK'S OFFICE  
ANDERSON SC

2006 SEP 12 AM 10:53  
COMMON PLEAS AND  
GENERAL SESSIONS

That we have found out:

3-25-10 - 3/30/10 - Anmed

3/30/10 - 4/09/2010 → Riverside SNF

5-9-10 - 5-17-10 → Anmed hospital

5-17-10 - 6/23/10 → NHC Mauldin 37 days

6-23-10 - 6-29-10 → Home

6-29-10 - 7-28-10 - NHC Mauldin 29 days

7-28-10 - 8-20-10 - ~~Home~~ 8-9-10-8-20-Anmed

8-20-10 - 9-13-10 - Riveroid SNF 24 days

9-13-10 - 10-3-10 ? 100

\* 10-4-10 - 11-22-10 → Carolina Behavioral

11-22-10 - 1-06-11 → ? Home ?

1-07-11 - 1-12-11 Anmed

1-12-11 - 1-21-11 - ? home?

1-22-11 - 1-26-11 Anmed

1-26-11 - 3-10-11 NHC Mauldin 43 days

Gertrude Thompson

H- 859-8353 \*

Sheila Thompson

346-411

7/25/11 10:25 AM \* to set up mtg



NHC 0065



FILED-CLERK'S OFFICE  
ANDERSON SC

6/10/2011/WED 11:53 AM NHC Mauldin

FAX No. 864-675-9122

P. 002

2016 SEP 12 AM 10: 53

STATEMENT 8/10/11

NHC HealthCare, Mauldin  
P.O. Box 600  
Mauldin, SC 29662

COMMON PLEAS AND  
GENERAL SESSIONS

If you have any questions regarding  
this statement, please call

(864) 675-6421

Patient: Wade Thompson

MR # 3689

Gertrude Thompson  
1226 Brushy Creed Road  
Easley SC 29642

Amount Enclosed \$

Please detach and return with your payment upon receipt of statement

Wade Thompson

|                                               |                 |                                  |
|-----------------------------------------------|-----------------|----------------------------------|
| 1/01/11                                       | Balance Forward | 0.00                             |
| Payments Received :                           |                 |                                  |
|                                               | 01/26/11 31099  | 630.00-                          |
| Prior Month Adjustments :                     |                 |                                  |
| 1/01/11                                       | 2/28/11         | Credit from Prior Months         |
| 1/26/11                                       | 1/31/11         | 6 days @ 212.00 Private Room     |
| 1/26/11                                       | 1/31/11         | Laundry Services                 |
| 1/26/11                                       | 1/31/11         | Ancillary Supplies               |
| 1/26/11                                       | 1/31/11         | Routine Supplies                 |
| 2/01/11                                       | 2/28/11         | 28 days @ 212.00 Private Room    |
| 2/01/11                                       | 2/28/11         | Laundry Services                 |
| 2/01/11                                       | 2/28/11         | Non Legend Drugs                 |
| Current Charges :                             |                 |                                  |
| 1/26/11                                       | 1/31/11         | Beauty & Barber Shop             |
| 3/01/11                                       | 3/10/11         | Laundry Services                 |
| 3/01/11                                       | 3/10/11         | Ancillary Supplies               |
| 3/01/11                                       | 3/10/11         | Routine Supplies                 |
| 3/01/11                                       | 3/10/11         | Legend Drugs                     |
| 4/01/11                                       | 4/30/11         | Finance Charge                   |
| 5/01/11                                       | 5/31/11         | Finance Charge                   |
| 6/01/11                                       | 6/30/11         | Finance Charge                   |
| 7/01/11                                       | 7/31/11         | Finance Charge                   |
| 8/01/11                                       | 8/31/11         | 28 days @ 21.00 Private Room Chg |
| Corrections of Prior Month Room & Board :     |                 |                                  |
| 3/01/11                                       | 3/10/11         | 9 days @ 212.00 Private Room     |
| Corrections of Prior Month Private Room Chg : |                 |                                  |
| 1/26/11                                       | 1/31/11         | 6 days @ 21.00 Private Room      |

!!!! Continued !!!!

Insurance Notation: We wish to advise you that we have filed a claim(s) with your insurance in the amount of \$\_\_\_\_\_ and are awaiting payment. If your insurance does not pay within 60 days, you will be responsible for seeing that payment is made. The amount filed with your insurance is not included in the amount listed above.

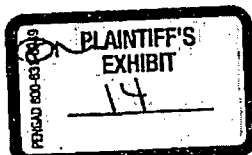
Special Notice:

NHC HealthCare, Mauldin

P.O. Box 600

Mauldin,

SC 29662



NHC 0048

AUG/10/2011/WED 11:53 AM NHC Mauldin

FAX No. 864-675-9122

P. 003

NHC HealthCare, Mauldin  
P.O. Box 600  
Mauldin, SC 29662

STATEMENT 8/10/11

If you have any questions regarding  
this statement, please call

(864) 675-6421

Patient: Wade Thompson

MR # 3889

Gertrude Thompson  
1226 Brushy Creed Road  
Easley SC 29642

Amount Enclosed \$ \_\_\_\_\_

Please detach and return with your payment upon receipt of statement

Wade Thompson

|                                              |          |
|----------------------------------------------|----------|
| 2/01/11 2/28/11 28 days @ 21.00 Private Room | 588.00   |
| Total Amount Due Upon Receipt                | 9,817.43 |
|                                              | 9229.45  |
| LESS FINANCE CHARGES                         | 360.13   |
| BALANCE DUE                                  | 8,869.32 |

Insurance Notation: We wish to advise you that we have filed a claim(s) with your insurance in the amount of \$\_\_\_\_\_ and are awaiting payment. If your insurance does not pay within 60 days, you will be responsible for seeing that payment is made. The amount filed with your insurance is not included in the amount listed above.

Special Notice:

NHC HealthCare, Mauldin P.O. Box 600

Mauldin,

SC 29662

NHC 0049

# Medicare Summary Notice

March 12, 2010

**CUSTOMER SERVICE INFORMATION**

Your Medicare Number: XXX-XX-XXXX

If you have questions, call 1-800-Medicare  
(1-800-633-4227) (#00380)Ask for Hospital Services  
TTY for Hearing Impaired: 1-877-486-2048Appeals Address: Please see the General  
Information Section.

WADE THOMPSON  
1226 BRUSHY CREEK RD  
EASLEY SC 29642-3101

415245 141065  
0004 OF 0006

**BE INFORMED:** Always review your Medicare  
Summary Notice for correct information about  
the items or services you received.

This is a summary of claims processed from 12/11/2009 through 01/26/2010.

**PART A HOSPITAL INSURANCE - INPATIENT CLAIMS**

| Dates<br>of<br>Service                                                                                                                                 | Benefit<br>Days<br>Used | Non-<br>Covered<br>Charges | Deductible<br>and<br>Coinsurance | You<br>May Be<br>Billed | See<br>Notes<br>Section |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|----------------------------|----------------------------------|-------------------------|-------------------------|
| Control number 20934303185505SCA<br>Anmed Health<br>800 North Fant Street<br>Anderson, SC 29621-5708<br>Referred by: Charles Wade<br>10/16/09-10/22/09 | 6 days                  | \$0.00                     | \$0.00                           | \$0.00                  | a<br><br>b              |

**PART B MEDICAL INSURANCE - OUTPATIENT FACILITY CLAIMS**

| Dates<br>of<br>Service                                                                                                           | Services Provided | Amount<br>Charged | Non-<br>Covered<br>Charges | Deductible<br>and<br>Coinsurance     | You<br>May Be<br>Billed             | See<br>Notes<br>Section            |
|----------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------|----------------------------|--------------------------------------|-------------------------------------|------------------------------------|
| Control number 21002001287504SCA<br>Baptist Easley<br>200 Fleetwood Drive<br>Easley, SC 29640-2022<br>Referred by: Joseph Oquinn |                   |                   |                            | COMMON PLEAS AND<br>GENERAL SESSIONS | 2016 SEP 12 AM 10:54<br>(continued) | FILED-CLERKS OFFICE<br>ANDERSON SC |

THIS IS NOT A BILL - Keep this notice for your records

EDF Post111(03/02)



## IMPORTANT INFORMATION YOU SHOULD KNOW ABOUT YOUR MEDICARE BENEFITS

For more information about services covered by Medicare, please see your Medicare Handbook.

### PART A HOSPITAL INSURANCE (INPATIENT)

helps pay for inpatient hospital care, inpatient care in a skilled nursing facility following a hospital stay, home health care and hospice care. Inpatient services are measured in benefit periods. A benefit period begins the first time you receive Medicare covered inpatient hospital care and ends when you have been out of the hospital or skilled nursing facility for 60 consecutive days. There is no limit to the number of benefit periods you may have.

**THE AMOUNT YOU MAY BE BILLED for Part A services includes:**

- an inpatient hospital deductible once during each benefit period,
- a coinsurance amount for the 61st through the 90th days of a hospital stay during each benefit period,
- a coinsurance amount for each Lifetime Reserve Day, which can be used if you have to stay in the hospital more than 90 days in one benefit period. Lifetime Reserve Days may be used only once.
- a blood deductible for the first three pints of unreplaced blood furnished to you in a calendar year in some states,
- an inpatient coinsurance for the 21st through the 100th days of a Medicare covered stay in a skilled nursing facility,
- charges for services or supplies that are not covered by Medicare. You may not have to pay for certain denied services. If so, a NOTE on the front will tell you.

**PART B MEDICAL INSURANCE (OUTPATIENT FACILITIES)** helps pay for care provided by certified medical facilities, such as hospital outpatient departments, renal dialysis facilities, and community health centers.

**THE AMOUNT YOU MAY BE BILLED for Part B services includes:**

- an annual deductible, taken from the first Medicare Part B charges each year;
- after the deductible has been met for the year, depending on services received, a coinsurance amount (20 percent of the amount charged), or a fixed copayment for each service; and
- charges for services or supplies that are not covered by Medicare. You may not have to pay for certain denied services. If so, a note on the front will tell you.

If you have supplemental insurance, it may help to pay the amounts you may be billed. If you use this notice to claim supplemental benefits from another insurance company,

make a copy for your records.

**WHEN OTHER INSURANCE PAYS FIRST:** All Medicare payments are made on the condition that you will pay Medicare back if benefits could be paid by insurance that is primary to Medicare. Types of insurance that should pay before Medicare include employer group health plans, no-fault insurance, automobile medical insurance, liability insurance and worker's compensation. Notify us right away if you have filed or could file a claim with insurance that is primary to Medicare.

**YOUR RIGHT TO APPEAL:** If you disagree with what Medicare approved for these services, you may appeal the decision. You must file your appeal within 120 days of the date you receive this notice. Unless you show us otherwise, we assume you received this notice 5 days after the date of this notice. Follow the appeal instructions on the front of the last page of the notice. If you want help with your appeal, a friend or someone else can help you. Also, groups such as legal aid services may provide free assistance. To contact us for the names and telephone numbers of groups in your area, please see our Customer Service Information box on the front of this notice.

**HELP STOP MEDICARE FRAUD:** Fraud is a false representation by a person or business to get Medicare payments. Some examples of fraud include:

- offers of goods or money in exchange for your Medicare Number
- telephone or door to door offers of free medical services or items, and
- claims for Medicare services/items you did not receive.

If you think a person or business is involved in fraud, you should call Medicare at the Customer Service telephone number on the front of this notice.

### INSURANCE COUNSELING AND ASSISTANCE:

Insurance Counseling and Assistance programs are located in every state. These programs have volunteer counselors who can give you free assistance with Medicare questions, including enrollment, entitlement, Medigap, and premium issues. If you would like to know how to get in touch with your local Insurance Counseling and Assistance Program Counselor, please call us at the number shown in the Customer Service Information box on the front of this notice.

*CENTERS for MEDICARE & MEDICAID SERVICES*

## PART B MEDICAL INSURANCE - OUTPATIENT FACILITY CLAIMS (continued)

| Dates of Service                                 | Services Provided                    | Amount Charged | Non-Covered Charges | Deductible and Coinsurance | You May Be Billed | See Notes Section |
|--------------------------------------------------|--------------------------------------|----------------|---------------------|----------------------------|-------------------|-------------------|
| This Claim was continued from the previous page. |                                      |                |                     |                            |                   |                   |
| 01/10/10-01/11/10                                | Routine venipuncture (36415)         | \$22.00        | \$0.00              | \$0.00                     | \$0.00            | f                 |
|                                                  | Metabolic panel total ca (80048)     | 108.00         | 0.00                | 0.00                       | 0.00              | f                 |
|                                                  | Assay of ck (cpk) (82550)            | 142.00         | 0.00                | 0.00                       | 0.00              | f                 |
|                                                  | Assay of myoglobin (83874)           | 197.00         | 0.00                | 0.00                       | 0.00              | f                 |
|                                                  | Natriuretic peptide (83880)          | 147.00         | 147.00              | 0.00                       | 0.00              | g,h               |
|                                                  | Assay thyroid stim hormone (84443)   | 266.00         | 0.00                | 0.00                       | 0.00              | f                 |
|                                                  | Assay of troponin, quant (84484)     | 197.00         | 0.00                | 0.00                       | 0.00              | f                 |
|                                                  | Complete cbc w/auto diff wbc (85025) | 246.00         | 0.00                | 0.00                       | 0.00              | f                 |
|                                                  | Prothrombin time (85610)             | 103.00         | 0.00                | 0.00                       | 0.00              | f                 |
|                                                  | Thromboplastin time, partial (85730) | 103.00         | 0.00                | 0.00                       | 0.00              | f                 |
|                                                  | Chest x-ray (71010)                  | 209.00         | 0.00                | 8.84                       | 8.84              | i                 |
|                                                  | Emergency dept visit (99285)         | 1,323.00       | 0.00                | 192.44                     | 192.44            | j                 |
|                                                  | Electrocardiogram, tracing (93005)   | 334.00         | 0.00                | 5.23                       | 5.23              | k                 |
|                                                  | Claim Total                          | \$3,397.00     | \$147.00            | \$206.51                   | \$206.51          |                   |

## Notes Section:

- a The amount Medicare paid the provider for this claim is \$5,798.95.
- b Days are being subtracted from your total inpatient hospital benefits for this benefit period.
- c The amount Medicare paid the provider for this claim is \$283.87.
- d This information is being sent to your private insurer(s).  
Send any questions regarding your benefits to them.
- e We have sent your claim to your Medigap insurer.  
Send any questions regarding your Medigap benefits to them.
- f This service is paid at 100% of the Medicare approved amount.
- g The provider billed this charge as non-covered. You do not have to pay this amount.
- h You should not be billed for this service. You are only responsible for any deductible and coinsurance amounts listed in the "You May Be Billed" column.
- i The following policies L1288  
were used when we made this decision.
- j (\$ ) portion of this approved amount has been applied toward your deductible. (continued)

**Notes Section: (continued)**

k The following policies L1279  
were used when we made this decision.

**Deductible Information:**

You have met (\$ ) of your (\$ ) Part A deductible for this benefit period.

You have now met (\$ ) of your (\$ ) Part B deductible for (year).

**General Information:**

If the coinsurance amount you paid is more than the amount shown on your notice, you are entitled to a refund. Please contact your provider.

If you change your address, contact the Social Security Administration by calling 1-800-772-1213.

You are at high risk for complications from the flu and it is very important that you get vaccinated. Please contact your local health care provider for the flu vaccine.

If you have not received your flu vaccine it is not too late. Please contact your health care provider about getting the flu vaccine.

January is cervical cancer prevention month.

The Pap test is the most effective way to screen for cervical cancer.

Colorectal cancer is the second leading cancer killer in the United States. However, screening tests can find polyps before they become cancerous. They can also find cancer early when treatment works best. Medicare helps pay for screening tests. Talk to your doctor about the screening options that are right for you.

Compare the services you receive with those that appear on your Medicare Summary Notice. If you have questions, call your doctor or provider. If you feel further investigation is needed due to possible fraud or abuse, call the phone number in the Customer Service Information Box.

**General Information (continued):**

March - National Colorectal Cancer Awareness Month  
Colorectal cancer is the second leading cancer killer in the United States. Medicare helps pay for colorectal cancer screening tests. Talk to your doctor about screening options that are right for you.

Your physician participates in the Competitive Acquisition Program for Medicare Part B drugs (CAP). The drug(s) you received in your physician's office were provided by an approved CAP vendor. You will receive two separate Medicare Summary Notices (MSNs). This MSN is from the Medicare carrier that processes claims for your drug that came from the approved CAP vendor. You will receive another MSN from the Medicare carrier that processes claims for your physician, for the administration of the drug(s). If you appeal the determination for this drug vendor claim, you must send your appeal to the Medicare carrier address listed on the physician administration MSN, and not this vendor claim MSN.

If you aren't due a payment check from Medicare, your Medicare Summary Notices (MSN) will now be mailed to you on a quarterly basis. You will no longer get a monthly statement in the mail for these types of MSNs. You will now get a statement every 90 days summarizing all of your Medicare claims. Your provider may send you a bill that you may need to pay before you get your MSN. When you get your MSN, look to see if you paid more than the MSN says is due. If you paid more, call your provider about a refund. If you have any questions about the bill from your provider, you should call your provider.

**ALERT:** Coverage by Medicare is limited to \$1,840 in 2009 and \$1,860 in 2010 for outpatient physical therapy and speech-language pathology combined. Occupational therapy services have the same limits. Medicare pays up to 80 percent of the limits after the deductible has been met. Exceptions to these limits apply to therapy billed by hospital outpatient departments and may also apply to medically necessary services.

You have the right to request an itemized statement which details each Medicare item or service which you have received from your physician, hospital, or any other health supplier or health professional. Please contact them directly, in writing, if you would like an itemized statement.

Planning to retire? Does your current insurance pay before Medicare pays? Call Medicare within the 6 months before you retire to update your records. Make sure your health care bills get paid correctly.

Go green by getting your "Medicare & You" handbooks electronically. Visit [www.mymedicare.gov](http://www.mymedicare.gov) to sign up before May 31, 2010.

415245 14106  
0006 of 0006

**General Information (continued):**

Please have your complete Medicare number with you when you call 1-800-MEDICARE so your record can be located. For your protection this MSN does not include your entire number.

**NOTICE:** Please send written appeal requests to:

Palmetto GBA

Part A Appeals

PO Box 100238

Columbia, SC 29202-3238

Only appeals related correspondence sent to this address will be answered.

For general inquiries, please call 1-800-MEDICARE.

Want to see your latest claims? Visit MyMedicare.gov on the web any time, day, or night, and get the most out of your Medicare. Your personalized Medicare information is waiting for you online.

**Appeals Information - Part A (Inpatient) and Part B (Outpatient)**

**If you disagree with any claims decision on either PART A or PART B of this notice, your appeal must be received by July 15, 2010.**

Follow the instructions below:

- 1) Circle the item(s) you disagree with and explain why you disagree.
- 2) Send this notice, or a copy, to the address in the "Customer Service Information" box on Page (You may also send any additional information you may have about your appeal.)
- 3) Sign here \_\_\_\_\_ Phone number ( ) \_\_\_\_\_
- 4) Medicare Number: \_\_\_\_\_



FILED-CLERK'S OFFICE  
ANDERSON SC

2016 SEP 12 AM 10:52

COMMON PLEAS AND  
GENERAL SESSIONS



THOMPSON, WADE  
AnMed Health System  
Discharge Planning Note  
FROM: 01/22/11 08:28 TO: 01/26/11 18:00  
ROOM: \*0510-2\* ADM: 01/22/11 10:20  
AGE: 36 SEX: M MR: WADE, CHARLES F  
DOB: 07/27/79 MR: WADE, CHARLES F  
REQUESTED: 01/27/11 14:20  
OPT OUT:

Page: 1

01/26/11 15:00  
Follow-up Assmnt  
Additional notes

01/26/11 13:14  
Discharge plans  
D/C disposition

01/26/11 12:51  
Discharge plans

Additional notes

Multidisop comm  
Communicatn with

01/26/11 11:35  
Follow-up Assmnt  
Discharge plans

Additional notes

(J618) JENNY STANSELL DC Planner

LET ANGIE AT NHC-G AND ASHLEY JS1-  
AT ROSANNA KNOW THAT PT. WAS 9  
PLACED ELSEWHERE TODAY.

LET PT. KNOW THAT HE IS GOING JS1-  
FOR REHAB, AND HE IS PLEASED. 9  
TRANSFER TO NHC OF MAULDIN VIA JS1-  
MEDSHORE, PER DAUGHTER. COPY OF 9  
CHART, PASARR (COMPLETED  
YESTERDAY), MED LIST, ETC., ARE  
BEING SENT WITH PT. RN WILL  
CALL REPORT.

JENNIFER FROM NHC-M OFFERED PT. JS1-  
BED FOR TODAY IF FAMILY IS 9  
WILLING TO PAY \$21/DAY BECAUSE  
IT IS PRIVATE ROOM. THEY WOULD  
MOVE PT. TO SEMI-PRIVATE ROOM  
WHEN BED COMES OPEN IF FAMILY  
WANTS. CALLED DAUGHTER, AND SHE  
ACCEPTED BED WITH \$21/ DAY  
COPAY. SHE

WILL GO NOW TO DO ADMISSION JS1-  
PAPERWORK AT NHC. LET JENNIFER 9  
KNOW, AND SHE AGREED FOR US TO  
SEND PT. AT 2 P.M. FAXED MED  
LIST TO HER.

KEPT RN INFORMED THROUGHOUT THE JS1-  
DAY ABOUT BED SEARCH, AND LET 9  
HER KNOW THAT NHC-M WILL TAKE  
PT. TODAY.

ANGIE FROM NHC-G CALLED BACK. JS1-  
THEY DO NOT HAVE MALE BED TODAY 9  
BECAUSE PT. IN SEMIPRIVATE ROOM  
WHERE THEY WERE GOING TO PUT  
PT. HAS JUST BEEN PUT ON  
ISOLATION. SHE WILL LET ME KNOW  
IF ANYTHING COMES OPEN IN THE  
NEXT DAY OR TWO BECAUSE THEY  
WOULD LIKE TO  
HAVE PT. CALLED ASHLEY AT JS1-  
RIVERSIDE. THEY DO NOT HAVE 9  
MALE BED BUT WOULD CONSIDER PT.  
IF BED COMES OPEN. LEFT MESSAGE  
FOR JENNIFER AT NHC OF MAULDIN

THOMPSON, WADE MR: 400000 ID: 0077000 DOB: 07/27/79 - Discharge Planning Note  
ROOM: \*0510-2\*

CONTINUED

Page: 1



THOMPSON, WADE  
 ArMod Health System  
 Discharge Planning Note  
 FROM: 01/22/11 08:28 TO: 01/24/11 18:00  
 ROOM: \*0510-2\* ADM: 01/22/11 10:23  
 AGE: 47 SEX: M MD: WADEE, CHARLES F  
 DOB: 06/14/1963 ID: 00000000 MR: 00000000  
 REQUESTED: 01/27/11 14:30  
 OPT OUT

Page: 2

Additional Notes

01/26/11 11:10  
 Discharge plans

Additional notes

01/26/11 08:16  
 Discharge plans

01/25/11 13:01  
 Discharge plans

Additional notes

01/24/11 12:41  
 (JS16) JENNY STANSELL, DC Planner

THOMPSON, WADE MR: 000000 ID: 000000 DOB: 06/14/1963 - Discharge Planning Note  
 ROOM: \*0510-2\*

(NHC-M), AND FAXED INFO TO HER.  
 WILL CALL HER BACK SHORTLY TO  
 SEE IF SHE HAS MALE BED FOR PT.  
 CINNAMON AT NHC OF ANDERSON JS1-  
 STILL HAS NO MALE BEDS. UPDATED 9  
 DAUGHTER.

SPOKE WITH ANGIE AT NHC-G, AND JS1-  
 FAXED P.T. NOTES TO HER. SHE 9  
 HAS MALE BEDS AND WILL LET ME  
 KNOW ASAP IF THEY WILL OFFER  
 BED FOR PT. LET HER KNOW THAT  
 PT. IS READY TO COME TODAY.  
 (DR. WADEE HAS WRITTEN D/C  
 ORDERS.) TALKED WITH DAUGHTER  
 TO LET HER KNOW  
 ABOUT POSSIBLE BED FOR PT. JS1-  
 TODAY AT NHC-G. SHE CAN GO 9  
 THERE TO DO PAPERWORK. WILL LET  
 HER KNOW AS SOON AS I KNOW  
 ABOUT BED.

PT. IS READY FOR REHAB, PER DR. JS1-  
 WADEE. CALLED ASHLEY AT 9  
 HOSANNA, AND FAXED INFO TO HER.  
 P.T. AND O.T. EVALS ARE STILL  
 PENDING. WILL FOLLOW UP WITH  
 NHC OF GREENVILLE (NCH-G) AND  
 HOSANNA AFTER THERAPY NOTES ARE  
 AVAILABLE AND FAXED.

DAUGHTER SHEILA THOMPSON CALLED JS1-  
 ME BACK TODAY. FAMILY WOULD 9  
 LIKE FOR PT. TO GO TO SKILLED  
 REHAB. THEY FEEL THAT ACUTE  
 REHAB WAS TOO AGGRESSIVE FOR  
 PT. THEY WOULD PREFER NHC OF  
 ANDERSON OR GREENVILLE.  
 CINNAMON AT NHC IN ANDERSON  
 DOES NOT HAVE ANY MALE  
 BEDS. LEFT MESSAGE FOR ANGIE AT JS1-  
 NHC IN GREENVILLE, AND FAXED 9  
 INFO TO HER. P.T. AND O.T. WERE  
 ORDERED THIS A.M. A PPD WAS  
 PLACED DURING PREVIOUS  
 ADMISSION AND READ ON 1/11/11.  
 DISCUSSED HOSANNA IN PIEDMONT  
 WITH DAUGHTER ALSO. WILL  
 CONTINUE TO FOLLOW.

CONTINUED

Page: 2

HEM

THOMPSON, WADE  
 AnMed Health System  
 Discharge Planning Note  
 FROM: 01/22/11 08:28 TO: 01/28/11 15:00  
 ROOM: \*0510-2\* ADM: 01/22/11 10:23  
 AGE: 70 SEX: M MD: WADEE, CHARLES F  
 DOB: 04/11/1940 ID: 00000000 NPI: 0000000000  
 REQUESTED: 01/27/11 14:20  
 OPT OUT:

Page: 3

Initial Assessmt  
 Diagnosis

Marital Status

Physical Status

Living Situation

Facility contact

Adl's

Financial Status

Contact Name/Phn

Proposed DC plan

Back up DC plan

Additional notes

Additional Notes

(JS18) JENNY STANSELL, DC PHARM

BRADYCARDIA

married

amb assist dev

other\*

yes

total care

medicare

commercial insur

WALKER

PER DEBRA AT ANMED REHAB  
 HOSPITAL (ARH), PT.'S BED HOLD  
 IS UP AT 4 P.M. TODAY.

MUTUAL OF OMAHA IS SUPPLEMENT.

WIFE LILLIAN THOMPSON OR  
 DAUGHTER SHEILA THOMPSON AT  
 [REDACTED]

RETURN TO ARH

OTHER REHAB PLACEMENT

TODAY IS MONDAY. PT. WAS  
 ADMITTED ON SATURDAY. LEFT  
 MESSAGE FOR WIFE OR DAUGHTER TO  
 CALL ME TO DISCUSS D/C PLANS.  
 NO ONE HAS BEEN AT BEDSIDE SO  
 FAR TODAY. PT. WILL NEED TO BE  
 REFERRED BACK TO ARH FOR EVAL.  
 LEFT NOTE ON CHART ASKING DR.  
 WADEE TO ORDER  
 P.T. AND O.T. FOR PT. WILL  
 FOLLOW.

JS1-

9

JS1-

9

JS1-

9

JS1-

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JS1-

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JS1-

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JS1-

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JS1-

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JS1-

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JS1-

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JS1-

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JS1-

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JS1-

9

JS1-

9

JS1-

9



**ANMED HEALTH**  
**PATIENT TRANSFER**

THOMPSON, WADE

ATT: WADEE, CHARLES F

ADM: WADEE, CHARLES F

AC: 000000

MR: 000400000

DOB: 04/7/80

074YMC

Patient: Thompson Wade  
Last Name First Name Middle/Maiden

Receiving Facility: NHC of Malden Report called: Deb @ 1340

Mode of Transfer: ☒ ambulance ☐ car/family ☐ w/c van ☐ other

Date PPD read: 1/11/11 0

Check appropriate column

| Personal Belongings   | Transferred with Patient | Sent Home with Family | Held for Family Pick Up<br>(Sent to Housekeeping after 24 hours) |
|-----------------------|--------------------------|-----------------------|------------------------------------------------------------------|
| Medications from Home |                          |                       |                                                                  |
| Clothes               |                          |                       |                                                                  |
| Shoes                 |                          |                       |                                                                  |
| Cell Phone/Charger    |                          |                       |                                                                  |
| Wallet                |                          |                       |                                                                  |
| Dentures              |                          |                       |                                                                  |
| Hearing Aid           |                          |                       |                                                                  |
| Glasses               |                          |                       |                                                                  |
| Jewelry               |                          |                       |                                                                  |
| Other (Please list)   |                          |                       |                                                                  |

**Physician Orders**

Follow-up appointment with Dr. Wadee in one week Date: \_\_\_\_\_

Diagnosis: bradycardia Allergies: IPP dye, Sulfa

Diet: Regular Pneumonia vaccine given: 2006 date: \_\_\_\_\_

O2: \_\_\_\_\_ Flu vaccine given: 10/2010 date: \_\_\_\_\_

• Patient is NOT to smoke

Lab Work: \_\_\_\_\_

Last bowel movement 1/25/2011 Date Foley inserted removed 1/26/11 voids well

Treatments/Wound Care: \_\_\_\_\_

Therapies: ☒ PT ☒ OT ☐ ST

Weight-bearing status: \_\_\_\_\_ Assistive Device: ROLLING WALKER

Restrictions/Instructions: \_\_\_\_\_

Send Universal Medication Form

D/C summary included \_\_\_\_\_

Physician's Signature \_\_\_\_\_ Date 1/26/11

Report 6-15-6421

1084 (6/10)

Page 1 of 1

**PHYSICIAN DOCUMENTATION SHEET**

Sat Jan 22 12:05:31 EST 2011

AnMed Health Emergency Department  
Emergency Department  
800 N. Fant St.  
Anderson, SC 29621  
PHONE: (864) 512-1333  
FAX: (864) -

MRN: 000400000

Name: Thompson, Wade

Age: 74

Complaint: Dizziness

Arrival Time: 01/22/2011 06:09

All Providers: Dr. James BRITENBURG

Account #: 000000000

Sex: M

DOB: 03/27/1936

Primary Diagnosis: Bradycardia

Discharge Time: 01/22/2011 12:05

**HPI:**

The patient is a 74-year-old male who presents with a chief complaint of dizziness. The history was provided by the patient and nursing home records. Arrival is by ambulance. The symptoms started one day ago. The onset was acute. The symptoms are intermittent. The patient has had several episodes over . The patient was treated prior to arrival with nothing. Current severity of pain: none. It is characterized as feeling faint, lightheadedness and unsteadiness. The symptoms have been associated with shortness of breath, while the symptoms have not been associated with abdominal pain, ataxia, chest pain, focal neurological deficit, focal paralysis, headache or nausea. The Related History is a recent hospitalization. The patient has had the following prior evaluations: none.

09:46 01/22/2011 by Dr. James BRITENBURG

**ROS:**

**Constitutional:** Positive for recent illness. Negative for fever, weight loss and sweats.

**Eyes:** Negative for discharge and visual change.

**ENMT:** Negative for hearing loss, dysphagia, hoarseness and sore throat.

**Cardiovascular:** Negative for chest pain, palpitations, claudication, peripheral edema and SOB on exertion .

**Respiratory:** Positive for shortness of breath. Negative for cough, wheezing, hemoptysis and productive cough.

**Gastrointestinal:** Negative for nausea, vomiting, diarrhea, abdominal pain, blood in stool, constipation and rectal bleeding.

**Genitourinary:** Negative for dysuria, Frequency and hematuria.

**Musculoskeletal:** Negative for joint pain, joint swelling, back pain and neck pain.

**Skin:** Negative for rash and bruising.

**Neuro:** Positive for dizziness and lightheadedness. Negative for headache, confusion, altered Level of Consciousness , altered mental status, difficulty walking, memory impairment, syncope and disorientation.

**Psychiatric:** Negative for depression and behavior change.

**Metabolic:** Negative for polydipsia and polyuria.

**Hematologic:** Negative for bleeding tendency, bruises easily, jaundice, night sweats and swollen lymph nodes.

**Allergic:** Negative for rash and pruritus.

09:46 01/22/2011 by Dr. James BRITENBURG

**PMH:**

Reviewed by: physician  
 Historian: patient, nursing home report  
 Social History: lives with family, non-smoker, alcohol use-none  
 Travel History: no recent foreign travel  
 Medical History: \*Hypertension, anxiety, depression, hypothyroid, prostatic hypertrophy, stroke  
 Surgical History: appendectomy NOTE - kidney stone removal

Family History: unknown  
 Immunization status: tetanus unknown

| Allergies            |                   |              |
|----------------------|-------------------|--------------|
| Allergen             | Allergic reaction | Allergy Note |
| Sulfa (Sulfonamides) |                   |              |
| Other (see note)     |                   | IVP dye      |

09:46 01/22/2011 by Dr. James BRITENBURG

**Home Medications:**

| Medications                  |          |           |           |
|------------------------------|----------|-----------|-----------|
| Medication                   | Dosage   | Frequency | Last Dose |
| amLODIPine Oral              | 2.5 MG   | qDAY      |           |
| buPROPion HCl Oral           | 150 MG   | bID       |           |
| chlalopram Oral              | 20 MG    | qDAY      |           |
| cloNIDine Oral               | 0.1 MG   | hS        |           |
| dipyridamolc-aspirin Oral    | 1 CAP    | bID       |           |
| Aricept Oral                 | 1 tablet | q AM      |           |
| esomeprazole mag-nesium Oral | 20 MG    | aCBS      |           |
| LevaQUIN Oral                | 1 tablet | dAILY     |           |
| levothyroxine Oral           | 100 MCG  | qDAY      |           |
| Ativan Oral                  | 1 MG     | tIDPRN    |           |
| MBMAntine Oral               | 10 MG    | bID       |           |
| mirtazapine Oral             | 30 MG    | qHS       |           |
| simvastatin Oral             | 80 MG    | qDAY      |           |
| tamsuLOSIN Oral              | 0.4 MG   | bID       |           |

06:34 01/22/2011 by RxReconcile User

**Physical examination:**

Constitutional: nursing assessment reviewed, vitals reviewed, no acute distress, alert, comfortable appearance  
 Neck: no jugular vein distention, no Thyromegaly, non-tender, supple, no Bruit  
 Eyes: conjunctivae and lid normal, PERRL, EOMI  
 ENMT: mouth and pharynx normal, nasal mucosa normal  
 Chest: non-tender  
 Respiratory: breath sounds equal bilaterally, no rales, rhonchi, or wheezes, normal respiratory effort/excursion

Cardiovascular: regular rate and rhythm, no Murmurs, No gallop, no rub, bradycardia  
Back: painless ROM  
Gastrointestinal: nontender, abdomen soft, bowel Sounds present, no hepatosplenomegaly, no masses palpated  
Neuro: a&Ox3, motor intact in all extremities, normal reflexes, normal coordination, normal speech, Cranial Nerves II-XII intact  
Psychiatric: no abnormalities of mood or affect  
Skin normal: warm, dry, no rash, skin color good  
Extremity Exam: atraumatic, No calf tenderness, no peripheral edema, non-tender, normal appearance, Range of Motion - Normal  
Lymph: no palpable or tender nodes  
09:46 01/22/2011 by Dr. James BRITENBURG

**Medical Decision Making:**

Differential Diagnosis: adverse medication affect, bradycardia, myocardial infarction, stroke  
Diagnostic Evaluation: history AND physical examination, 12 lead ECG, Imaging Studies, labs  
ED Course Treatments: administration of medication - see EmSTAT record, Serial exam NOTE -  
*DISCUSSED WITH DR. WADEE WHO WILL ADMIT AND SEE IN HOSPITAL*

Amount and complexity of data: The EM Provider performed a face to face evaluation of this patient., current EKG reviewed, current labs reviewed, current x-rays reviewed, medical Records reviewed, previous EKG's reviewed, previous labs reviewed, previous x-rays reviewed  
Level 5 Indication: Severe illness, vS unstable, Urgent need for intervention  
09:46 01/22/2011 by Dr. James BRITENBURG

**Reassessment:**

Reassessment: HR 46 > 66 AFTER ATROPINE  
07:31 01/22/2011 by Dr. James BRITENBURG

**Reassessment:**

Reassessment: HR CREEPED BACK DOWN TO THE 40s, GIVEN ANOTHER MG. OF ATROPINE WITH HR TO 72. SAYS HE FEELS ALOT BETTER WITH FASTER HR  
09:27 01/22/2011 by Dr. James BRITENBURG

**Reviewed result:**

Result Type: FINAL\_RESULT

Orderno: 24635992

Step Type: LAB

Procedure Name: CBC

Procedure: CBC

Collection Date: 01/22/2011 06:22

|      | Result        | Ref Range  | Flag |
|------|---------------|------------|------|
| WBC  | 7.70 K/microL | 3.50-10.80 |      |
| RBC  | 3.74 M/microL | 4.20-5.80  | L    |
| HGB  | 11.5 G/DL     | 13.0-17.0  | L    |
| HCT  | 34.2 %        | 38.5-52.0  | L    |
| MCV  | 91.5 fL       | 80.0-100.0 |      |
| MCH  | 30.7 PG       | 25.9-34.9  |      |
| MCHC | 33.5 G/DL     | 32.0-36.0  |      |
| RDW  | 15.3 %        | 11.0-15.0  | H    |

|                     |               |           |   |
|---------------------|---------------|-----------|---|
| PLT                 | 206 K/microL  | 150-450   |   |
| MPV                 | 8.8 fL        | 7.0-11.7  |   |
| Neutrophil %        | 55.8 %        | 40.0-75.0 |   |
| Lymphocyte %        | 27.7 %        | 18.0-46.0 |   |
| Monocyte %          | 9.5 %         | 2.0-12.0  |   |
| Eosinophil %        | 6.2 %         | 0.0-6.0   | H |
| Basophil %          | 0.8 %         | 0.0-2.0   |   |
| Neutrophil #        | 4.3 K/microL  | 1.5-8.1   |   |
| Lymphocyte #        | 2.1 K/microL  | 0.6-4.8   |   |
| Monocyte #          | 0.7 K/microL  | 0.1-1.3   |   |
| Eosinophil #        | 0.5 K/microL  | 0.0-0.7   |   |
| Basophil #          | 0.1 K/microL  | 0.0-0.2   |   |
| NRBC #              | 0.01 K/microL | 0.00-0.09 |   |
| Manual Differential | Not Indicated |           |   |
| NRBC                | 0.1 %         | 0.0-0.9   |   |

06:55 01/22/2011 by Dr. James BRITENBURG

**Reviewed result:**

Result Type: FINAL\_RESULT

Orderno: 24636041

Step Type: LAB

Procedure Name: BASIC MET

Procedure: BASIC MET

Collection Date: 01/22/2011 06:22

|            | Result     | Ref Range | Flag |
|------------|------------|-----------|------|
| Glucose    | 82 mg/dL   | 70-99     |      |
| BUN        | 31 mg/dL   | 5-23      | H    |
| Creatinine | 1.8 mg/dL  | 0.5-1.3   | H    |
| Sodium     | 141 mmol/L | 135-146   |      |
| Potassium  | 4.5 mmol/L | 3.5-5.2   |      |
| Chloride   | 105 mmol/L | 98-107    |      |
| CO2        | 25 mmol/L  | 21-32     |      |
| Anion Gap  | 11 mmol/L  | 4-15      |      |
| Calcium    | 9.2 mg/dL  | 8.5-10.3  |      |
| eGFR       | 39         |           |      |

eGFR (African America) 48

Procedure Notes: eGFR -

The NKF recommends that eGFR readings of greater than 60 mL/min not be reported due to potential inaccuracies.

eGFR should be correlated with the patient's clinical status.

Chronic kidney disease is defined as either kidney damage or GFR less than 60 mL/min/1.73 m<sup>2</sup> for at least three months.

**Stages of Chronic Kidney Disease:**

| Stage | Description | eGFR (mL/min/1.73m <sup>2</sup> ) |
|-------|-------------|-----------------------------------|
|-------|-------------|-----------------------------------|

|   |                    |  |
|---|--------------------|--|
| 1 | Kidney damage with |  |
|---|--------------------|--|

07:04 01/22/2011 by Dr. James BRITENBURG

**Reviewed result:**



Result Type: FINAL\_RESULT  
Orderno: 24636043  
Step Type: LAB  
Procedure Name: CP BASE

Procedure: CP BASE

Collection Date: 01/22/2011 06:22

|          | Result      | Ref Range | Flag |
|----------|-------------|-----------|------|
| Troponin | <0.02 ng/ml | 0.00-0.49 |      |

Procedure Notes: Troponin - INTERPRETIVE GUIDELINES:

Troponin value: Comment:

<0.50 Usually considered to be negative, however any detectable troponin may be useful in risk stratification.

0.50 - 1.50 May indicate an ischemic episode such as Acute Coronary Syndrome. Clinical correlation is indicated.

>1.50 Indicates myocardial damage. After myocardial /.

07:04 01/22/2011 by Dr. James BRITENBURG

Reviewed result:

Result Type: FINAL\_RESULT  
Orderno: 24636883  
Step Type: LAB  
Procedure Name: CP 3 HR

Procedure: CP 3 HR

Collection Date: 01/22/2011 09:33

|          | Result      | Ref Range | Flag |
|----------|-------------|-----------|------|
| Troponin | <0.02 ng/ml | 0.00-0.49 |      |

Procedure Notes: Troponin - INTERPRETIVE GUIDELINES:

Troponin value: Comment:

<0.50 Usually considered to be negative, however any detectable troponin may be useful in risk stratification.

0.50 - 1.50 May indicate an ischemic episode such as Acute Coronary Syndrome. Clinical correlation is indicated.

>1.50 Indicates myocardial damage. After myocardial /.

10:02 01/22/2011 by Dr. James BRITENBURG

Patient disposition:

ED Final Diagnosis: bradycardia



WACHOVIA

# Access Fifty Checking

04

008

30

0

102

27,827

01/07/2011 thru 02/04/2011

|                          |  |
|--------------------------|--|
| WACHOVIA                 |  |
| 1-24-2011                |  |
| 13 630.00                |  |
| E. J. Hays Co. Pay. Roll |  |
| PAID 01/28               |  |
| 630.00                   |  |

PAID 01/28 630.00

History and Physical

REASON FOR ADMISSION: Dizziness and giddiness, unsteady gait, and generalized weakness, decreased p.o. intake.

HISTORY OF PRESENT ILLNESS: The patient is a 74-year-old male currently at rehab. The patient apparently developed episodes of dizziness, giddiness and generalized weakness and was subsequently brought to the emergency room for further assessment. At the emergency room, he was noted to have a pulse rate of 47. The patient was given atropine and noted some significant improvement in his overall condition.

PAST MEDICAL HISTORY:

1. Past medical history significant for the following:
2. Hiatus hernia with occasional bleeds.
3. Atrial fibrillation not on anticoagulation because of frequent GI bleeds on anticoagulation and frequent falls, making full anticoagulation relatively contraindicated.
4. Hypothyroidism.
5. Dementia.
6. Alzheimer disease.
7. GI bleed secondary to anticoagulation requiring over 5 units of packed red blood cells.
8. Depression.
9. Dyslipidemia.
10. Constipation, recurrent.
11. High blood pressure.
12. Benign prostatic hyperplasia.
13. History of prostatitis.

SOCIAL HISTORY: The patient denies any history of tobacco or alcohol use. Lives with family.

TRAVEL HISTORY: No recent foreign travel.

MEDICATION HISTORY: Please refer to universal medication form and also form presented at patients admission from rehab facility.

SURGICAL HISTORY:

1. Status post appendectomy.
2. History of kidney stones removal.

ALLERGIES: THE PATIENT IS ALLERGIC TO SULFA.

FAMILY HISTORY: Noncontributory.

REVIEW OF SYSTEMS: GENERAL: No headaches, no dizziness. He has dizziness. No nausea. No vomiting. No fever, no chills. He has anorexia. RESPIRATORY SYSTEM: No cough. No sputum production. No hemoptysis. CARDIOVASCULAR SYSTEM: No chest pain, no shortness of breath. No dyspnea on exertion. No paroxysmal nocturnal dyspnea. No orthopnea. No palpitations. No history of congenital valvular heart disease. History of atrial fibrillation. GI: No anorexia, no nausea, no vomiting, no abdominal pain. No recent change in bowel habits. History of GI bleed in the past. History of hiatus hernia. No recent change in bowel habits. GENITOURINARY: Recently treated for urinary tract infection, history of recurrent urinary tract infection. No dysuria, no urgency, no frequency, no hesitancy. CENTRAL NERVOUS SYSTEM: No weakness. No loss of consciousness. No

diplopia, no blurred vision. He has a history of dementia.

PHYSICAL EXAMINATION: GENERAL: Significant for adult male, alert, oriented x3. No apparent distress. VITAL SIGNS: On admission, heart rate 42, blood pressure 119/62, oxygen saturation 97%, respiratory rate 20, temperature 97.8. HEENT: Normocephalic atraumatic. Pupils equally reactive to light and accommodation. Extraocular muscles intact. No jugular venous distention. Trachea central. No palpable masses in the neck. No thyromegaly. No carotid bruit. CHEST: Air entry equal bilaterally. HEART: Sounds 1 and 2 present and normal in all areas. No murmur is heard. ABDOMEN: Bowel sounds positive. EXTREMITIES: No clubbing, no cyanosis, no edema.

INVESTIGATIONS: Sodium 141, potassium 4.5, chloride 105, CO2 25, glucose 82, BUN 31, creatinine 1.8, anion gap 11, GFR 39. WBC 7.7, hemoglobin 11.5, hematocrit 34.2, platelet count 206.

ASSESSMENT:

1. Dizziness, giddiness, unsteady gait.
2. Chronic kidney disease, acute kidney injury. Chronic renal failure, acute renal failure.
3. Severe hypothyroidism.
4. Dementia.
5. Depression.
6. Dyslipidemia.
7. High blood pressure.
8. Benign prostatic hyperplasia.
9. History of recurrent prostatitis.
10. Sinus bradycardia with patient being super sensitive to beta-blockers. The review of patients medications demonstrated he was on beta-blocker, Coreg, prior to admission.

MANAGEMENT PLAN:

1. Discontinue all bradycardic agents.
2. IV fluids, IV normal saline bolus and IV normal saline at 100 mL per hour. I will check the patients H&H q.12 hours. I would continue the patient on his home medications. I would hold patients clonidine and also hold any beta-blocker that previously the patient was on. The patients TSH is abnormal. The patient had his TSH adjusted from 75 mcg to 100 mcg during his last admission. I would have to repeat his TSH in 4 weeks time to reassess response to change of thyroid medicine. Further workup will be based upon this initial assessment and treatment protocol.

---

Charles Wadee, MD

MLS: ~~REDACTED~~

~~20097150/20097150~~

Dictate Date: Sun Jan 23 01:29:04 2011

Transcribe Date: Sun Jan 23 11:50:16 2011

Authenticated by Charles F. Wadee, MD On 02/02/2011 12:35:41 AM



**ANMED HEALTH  
UNIVERSAL MEDICATION FORM**



**Fold this form and keep it in your wallet**

Date form Started: 1/26/2011 4:30 AM

|                                                  |                                |
|--------------------------------------------------|--------------------------------|
| Name: Thompson, Wade                             | Address: 1226 BRUSH CREEK ROAD |
| Phone Number: [REDACTED]                         | C/O ANMED REHAB                |
| Birth Date: [REDACTED] MRN: [REDACTED]           | EASLEY, 29642                  |
| Emergency Contact/Phone Number: SHELIA THOMPSON, |                                |

**IMMUNIZATION RECORD (Patient/Caregiver to record the date/year of last dose taken, if known)**

|                                                                                                        |                   |                   |
|--------------------------------------------------------------------------------------------------------|-------------------|-------------------|
| TETANUS                                                                                                | FLU VACCINE(S)    | PNEUMONIA VACCINE |
| TDAP VACCINE                                                                                           | HEPATITIS VACCINE |                   |
| Allergic To/Describe Reaction: IV CONTRAST DYE (IODINE; IODINE CONTAINING), SULFA DRUGS (SULFONAMIDES) |                   |                   |

**LIST ALL MEDICINES YOU ARE CURRENTLY TAKING:** Prescription and over-the-counter medications

(examples: aspirin, antacids) and herbals (examples: ginseng, ginko). Include medications taken as needed (example: nitroglycerin).

**These are the only medicines you will take at home. Do not take any other medicines unless you talk with your doctor.**

| Date      | Name of Medication/Strength                                    | DIRECTIONS<br>Use patient friendly directions.<br>(Do not use medical abbreviations.) | Date Stopped | Rec. By | Date/Time next dose due |
|-----------|----------------------------------------------------------------|---------------------------------------------------------------------------------------|--------------|---------|-------------------------|
| 1/26/2011 | Amlodipine Besylate[Norvasc - Gen] tablet                      | 2.5 MG by mouth Every Day                                                             |              | CFW     |                         |
| 1/26/2011 | Bisacodyl[Dulcolax - Gen] coated tablet                        | 10 MG by mouth Every Day as needed                                                    |              | CFW     |                         |
| 1/26/2011 | Bupropion Hcl XI[Wellbutrin XI - Gen] sustained release tablet | 150 MG by mouth 2 times a day                                                         |              | CFW     |                         |
| 1/26/2011 | Citalopram Hydrobromide[Celexa - Gen] tablet                   | 20 MG by mouth Every Day                                                              |              | CFW     |                         |
| 1/26/2011 | Clonidine Hcl[Catapres - Gen] tablet                           | 0.1 MG by mouth Every 12 hours                                                        |              | CFW     |                         |
| 1/26/2011 | Dipyridamole-Asa 200-25 Mg[Aggrenox] capsule                   | 1 CAP by mouth 2 times a day                                                          |              | CFW     |                         |
| 1/26/2011 | Esomeprazole Magnesium[Nexium] Sustained Release Capsule       | 40 MG by mouth Before Breakfast                                                       |              | CFW     |                         |
| 1/26/2011 | Finasteride[Proscar - Gen] tablet                              | 5 MG by mouth Every Day                                                               |              | CFW     |                         |
| 1/26/2011 | Levothyroxine Sodium[Synthroid - Gen] tablet                   | 100 MCG by mouth Every Day                                                            |              | CFW     |                         |

**FOLLOW UP WITH YOUR HEALTHCARE PROVIDER AS DIRECTED. THESE MEDICATIONS HAVE BEEN REVIEWED AND WILL BE MAINTAINED BY THE PRESCRIBING PHYSICIAN.**

Physician's Signature **Authenticated by Charles F Wadee**

Reconciled By: Charles F Wadee





ANMED HEALTH  
UNIVERSAL MEDICATION FORM

Fold this form and keep it in your wallet

Date form Started: 1/26/2011 4:30 AM

|                                                  |                                |
|--------------------------------------------------|--------------------------------|
| Name: Thompson, Wade                             | Address: 1226 BRUSH CREEK ROAD |
| Phone Number: (804) 848-4444                     | C/O ANMED REHAB                |
| Birth Date: [REDACTED] MRN: [REDACTED]           | EASLEY, 29642                  |
| Emergency Contact/Phone Number: SHELIA THOMPSON, |                                |

|                                                                                                        |                   |                   |
|--------------------------------------------------------------------------------------------------------|-------------------|-------------------|
| <b>IMMUNIZATION RECORD (Patient/Caregiver to record the date/year of last dose taken, if known)</b>    |                   |                   |
| TETANUS                                                                                                | FLU VACCINE(S)    | PNEUMONIA VACCINE |
| TDAP VACCINE                                                                                           | HEPATITIS VACCINE |                   |
| Allergic To/Describe Reaction: IV CONTRAST DYE (IODINE; IODINE CONTAINING), SULFA DRUGS (SULFONAMIDES) |                   |                   |

**LIST ALL MEDICINES YOU ARE CURRENTLY TAKING:** Prescription and over-the-counter medications (examples: aspirin, antacids) and herbals (examples: ginseng, ginkgo). Include medications taken as needed (example: nitroglycerin). These are the only medicines you will take at home. Do not take any other medicines unless you talk with your doctor.

| Date      | Name of Medication/Strength                            | DIRECTIONS<br>Use patient friendly directions.<br>(Do not use medical abbreviations.) | Date Stopped | Rec By | Date/Time next dose due |
|-----------|--------------------------------------------------------|---------------------------------------------------------------------------------------|--------------|--------|-------------------------|
| 1/28/2011 | Lorazepam[Alivan - Gen] tablet                         | 1 MG by mouth 3 times daily as needed                                                 |              | CFW    |                         |
| 1/28/2011 | Memantine Hcl[Namenda] tablet                          | 10 MG by mouth 2 times a day                                                          |              | CFW    |                         |
| 1/28/2011 | Mirtazapine[Remeron - Gen] tablet                      | 30 MG by mouth Every night at bedtime                                                 |              | CFW    |                         |
| 1/28/2011 | Simvastatin[Zocor - Gen] tablet                        | 80 MG by mouth Every night at bedtime                                                 |              | CFW    |                         |
| 1/28/2011 | Tamsulosin Hcl[Flomax - Gen] Sustained Release Capsule | 0.4 MG by mouth AFTER BREAKFAST AND SUPPER                                            |              | CFW    |                         |
|           |                                                        |                                                                                       |              |        |                         |
|           |                                                        |                                                                                       |              |        |                         |
|           |                                                        |                                                                                       |              |        |                         |

FOLLOW UP WITH YOUR HEALTHCARE PROVIDER AS DIRECTED. THESE MEDICATIONS HAVE BEEN REVIEWED AND WILL BE MAINTAINED BY THE PRESCRIBING PHYSICIAN.

Physician's Signature **Authenticated by Charles F Wadee**  
Reconciled By: Charles F Wadee



Disposition pending Consultation: disposition is pending consultation  
09:46 01/22/2011 by Dr. James BRITENBURG

**Patient disposition:**

ED Final Diagnosis: bradycardia

Patient disposition: Admit - Monitored Observation

Admitting physician: WADEE, Dr. Charles

Admitting Physician Diagnosis: bradycardia

09:48 01/22/2011 by Ashley HAYES

**Discharge:**

Discharge condition: stable

| Referral/Appointment |               |              |                      |
|----------------------|---------------|--------------|----------------------|
| Refer Patient To:    | Phone Number: | Follow-up in | Appointment Details: |
| WADEE, Dr. Charles   | 864.261.6000  |              |                      |

09:46 01/22/2011 by Dr. James BRITENBURG

**Provider:**

Physician Assessment: HPI and exam completed by ER physician

09:46 01/22/2011 by Dr. James BRITENBURG

| EKG Interpretation |                |                                                                         |                   |                         |
|--------------------|----------------|-------------------------------------------------------------------------|-------------------|-------------------------|
| Heart rate         | Cardiac rhythm | ED EKG Interpretation                                                   | Cardiology Review | Additional Information  |
|                    |                | no ischemic changes, Nonspecific ST T wave changes, sinus bradycardia   |                   |                         |
|                    |                | normal sinus rhythm, no ischemic changes, Nonspecific ST T wave changes |                   | REPEATED AFTER ATROPINE |

| Radiology Interpretation |                   |                          |                        |
|--------------------------|-------------------|--------------------------|------------------------|
| Test                     | ED Interpretation | Radiology Interpretation | Additional Information |
| Chest X-ray              |                   |                          |                        |

09:46 01/22/2011 by Dr. James BRITENBURG

Chart electronically signed by ER Physician

09:47 01/22/2011 by Dr. James BRITENBURG



**NHC**

HEALTHCARE  
May 23, 2011

Ms. Sheila Thompson  
1226 Brushy Creek Road  
Easley, SC 29642

Dear Ms. Thompson:

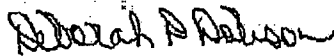
Please find enclosed the Medicare verification completed for your father Wade Thompson. Prior to Mr. Thompson's admission on January 26, 2011, Jennifer Zier, Admission Director called the Medicare Verification telephone number 1-877-567-7271 to confirm Mr. Thompson's Medicare verification. Their telephone response was 20 full days and 80 co-insurance days remaining for skilled nursing. (Attachment #1)

Also on January 26, a request for Medicare Verification was sent and a reply was received January 27 showing 0 full days remaining in Benefit Period and also the last date billed in Benefit Period was 11/22/2010. (Attachment #2) It is not usual for NHC to receive information showing 0 days and for a resident to have 100 days. Since the last date billed in the Benefit Period was 11/22/2010 and Mr. Thompson was not admitted to NHC HealthCare Mauldin until January 26, 2011, (66 days) this was greater than the 60 day break in the spell of illness needed so he should have another 100 days of Medicare coverage.

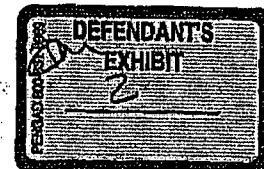
NHC does a 60 Day PartA reverify and at that time was notified March 7, 2011 that Mr. Thompson had 0 benefit days and the last date billed in Benefit Period was 01/22/2011. (Attachment #3), so Mr. Thompson did not have the 60 day break in spell of illness. Lisa Bollinger, Business Office Manager contacted you at that time to inform you of Mr. Thompson's Medicare status and that his stay at NHC HealthCare Mauldin would be as a private pay patient. As this time his balance is \$8,958.01. (Attachment #4)

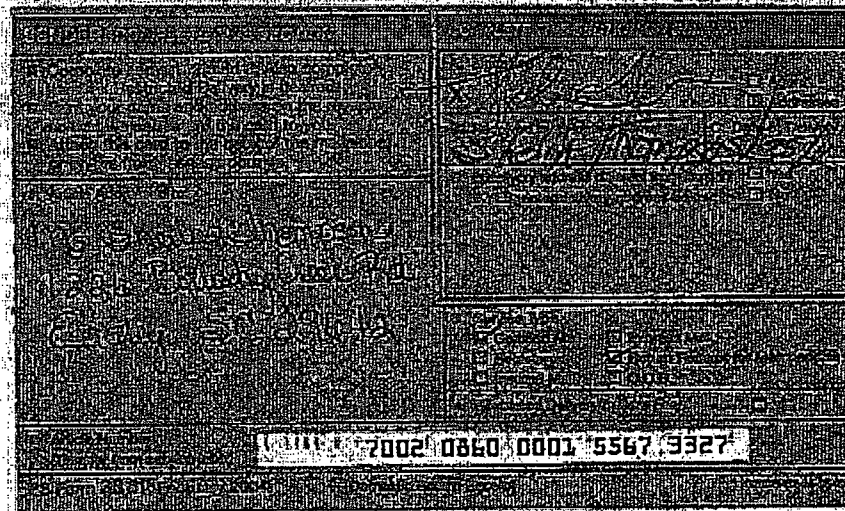
If you have any questions, please contact me.

Sincerely,



Deborah D. Dobson  
Administrator





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NHC HEALTHCARE  
P.O. BOX 600  
MAULDIN SC 29662

NHC 0034

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS

NHC Healthcare/Mauldin, LLC,

Claimant,

vs.

Wade Thompson and Sheila Thompson,

Defendants.

ARBITRATION DECISION

COMMON PLEAS AND  
GENERAL SESSIONS

2016 SEP 12 AM 10:52

FILED-CLERK'S OFFICE  
ANDERSON SC

An arbitration was scheduled for March 14, 2014, before James C. Sarratt, arbitrator. This arbitration occurred at the office of James C. Sarratt, 6 Brookside Circle, Greenville, SC.

Notice of the arbitration place and time, along with an agreement for binding arbitration, were mailed to both the claimant and to the respondents, Wade Thompson and Sheila Thompson.

At the scheduled time, the following parties were present: for claimant, Lisa Bollinger, Deborah Dobson and Jennifer Balan. Representing NHC at the arbitration hearing was Craig Allen, attorney. Despite notice, neither respondent was present.

Claimant provided ample evidence that proves that it is due unpaid charges and expenses pursuant to the admission and financial agreement executed by Sheila Thompson, responsible party for the resident Wade Thompson.

Ample evidence of the amount of the charges and interest were presented. All credits and payments were deducted properly from the amount claimed currently due. Based upon the evidence and testimony presented, I find that the claimant, NHC Healthcare/Mauldin, LLC is due the amount of \$11,197.50 from Wade Thompson.

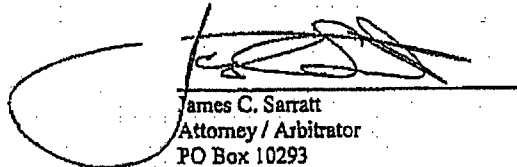
CONFIDENTIAL PROTECTS  
HEALTH INFORMATION



NHC 0156

The Arbitration Agreement mailed to claimant and both respondents required payment of Arbitration fees of \$200 per hour. Because neither respondent appeared and none of the required fees have been paid by the respondents, claimant agreed to pay all fees with the respondent's share being added to the amount found due. Total arbitrator fees are \$350. Therefore the amount of \$175 is being added to the amount due from respondent Wade Thompson.

Pursuant to the arbitration agreement signed by Shelia Thompson, responsible party for Wade Thompson, claimant is entitled to enter judgment against Wade Thompson for the amount of \$11,372.50.



James C. Sarratt  
Attorney / Arbitrator  
PO Box 10293  
Greenville, SC 29603

March 14, 2014

CONFIDENTIAL PROTECTED  
HEALTH INFORMATION

NHC 0157

**SARRATT & CLARKE  
ATTORNEYS AT LAW**

6 BROOKSIDE CIRCLE  
POST OFFICE BOX 10293  
GREENVILLE, SC 29603  
(864) 271-4100 FAX (864) 271-4111

**INVOICE**

FILE NO: 16678  
DATE: March 14, 2014

CRAIG H. ALLEN  
ATTORNEY

| DESCRIPTION                                                        | AMOUNT   |
|--------------------------------------------------------------------|----------|
| NHC HEALTHCARE/MAULDIN VS. THOMPSON<br>ARBTRATION - MARCH 14, 2014 | \$350.00 |
| <b>PAID</b>                                                        |          |
| TOTAL DUE                                                          | \$350.00 |

Make all checks payable to: Sarratt & Clarke, Attorneys

THANK YOU FOR YOUR BUSINESS!

CONFIDENTIAL PROTECTED  
HEALTH INFORMATION

NHC 0158

1 State of South Carolina  
2 County of Anderson  
3

In the Court of Common Pleas

4 NHC Healthcare Mauldin,  
5 Plaintiff,

2014-CP-04-00373

6 -vs-

September 7, 2016

7 Wade Thompson and  
8 Sheila Thompson,  
9 Defendants.

Transcript of Record

10

11

12 B E F O R E:

13 The Honorable R. Scott Sprouse, Judge

14

A P P E A R A N C E S:

15

Craig H. Allen, Esquire  
16 Attorney for Plaintiff

17

Susan Ingles, Esquire  
Attorney for Defendant Sheila Thompson

18

Michael S. Gambrell, Esq.  
19 Attorney for Defendant Wade Thompson

20

Jay W. Duvall, Esq.  
Guardian Ad Litem for Wade Thompson

21

22

23

24

25

Diane L. Marcengill, RPR, CRR  
Circuit Court Reporter

# I N D E X

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| Redirect Examination By Mr. Allen  | 61          |
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| Direct Examination By Mr. Allen    | 62          |
| Cross-Examination By Ms. Ingles    | 102         |
| Cross-Examination By Mr. Gambrell  | 133         |
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| Reporter's Certificate             | 245         |

## E x h i b i t s

For the Plaintiff:

| Marked | Description             | I.D. | Admitted |
|--------|-------------------------|------|----------|
| 1      | Admission documents     |      | 13       |
| 2      | Medicare verification   |      | 14       |
| 3      | Medicare reply          |      | 18       |
| 4      | Itemization of charges  |      | 67       |
| 5      | Medical records         |      | 67       |
| 7      | Discharge summary       |      | 231      |
| 9      | E-mails                 |      | 73       |
| 10     | Medicare verification   |      | 75       |
| 11     | Notes                   |      | 76       |
| 12     | Miscellaneous notes     |      | 76       |
| 13     | Notes-Wade Thompson     |      | 85       |
| 14     | Account statement       |      | 89       |
| 16     | Check copy #4074        |      | 101      |
| 18     | Defense response to RFP |      | 231      |
| 19     | Inventory of belongings |      | 231      |
| 20     | Request for admissions  |      | 142      |
| 22     | Explanation of benefits |      | 239      |



1 For the Defendant Sheila Thompson:

| 2 | Marked | Description           | I.D. | Admitted |
|---|--------|-----------------------|------|----------|
| 3 | 1      | Medical records/notes | 31   | 89       |
|   | 2      | Letter dated 5/23/11  | 126  | 129      |
| 4 | 3      | Signature checklist   |      | 131      |
|   | 4      | Arbitration decision  | 187  | 189      |

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1 (WHEREUPON, court convened with all parties  
2 present and the following proceedings were had  
3 commencing at approximately 9:42 a.m.)

4 THE CLERK: Our first case is NHC Healthcare  
5 versus Wade Thompson.

6 THE COURT: All right. This is NHC Healthcare  
7 Mauldin, LLC, versus Wade Thompson and Sheila Thompson.  
8 We are set for a bench trial.

9 Mr. Allen.

10 MR. ALLEN: That is correct, Your Honor.

11 THE COURT: Plaintiff ready to proceed?

12 MR. ALLEN: Plaintiff is ready.

13 THE COURT: Ms. Ingles, defense ready to proceed?

14 MS. INGLES: I represent Sheila Thompson, one of  
15 the defendants, and Mr. Gambrell represents Wade  
16 Thompson, the other defendant. And then Jay Duvall is  
17 here as guardian ad litem for Mr. Thompson.

18 THE COURT: Thank you. All right.

19 Mr. Allen, call your first witness.

20 MR. ALLEN: Okay. May it please the Court. We'll  
21 call Jennifer Balon.

22 JENNIFER BALON,

23 BEING FIRST DULY SWORN, TESTIFIED AS FOLLOWS:

24 THE CLERK: Please state and spell your name for  
25 the reporter.

1 THE WITNESS: Jennifer, Balon, B-a-l-o-n.

2 THE CLERK: You can adjust the microphone if you  
3 need to.

4 DIRECT EXAMINATION

5 BY MR. ALLEN:

6 Q Jennifer, where are you employed?

7 A NHC Healthcare Mauldin.

8 Q What's your job at NHC?

9 A I'm the admissions director.

10 Q How long have you been the admissions director?

11 A For approximately 12, 13 years.

12 Q How long have you been at NHC Mauldin?

13 A Since 1997.

14 Q What did you do when you originally went there?

15 A I originally started as the activities director.

16 Q Now, as the admissions director, what are your  
17 duties and responsibilities?

18 A I am responsible for working with families and  
19 hospitals getting patients into our building.

20 Q And, generally, what do you do in terms of getting  
21 patients admitted and dealing with the families and the  
22 hospitals?

23 A Basically, I review medical information, I review  
24 insurance, and then I coordinate with the hospitals and  
25 the families getting admission paperwork completed.

1 Q Are you familiar with the file records for Wade  
2 Thompson at NHC Mauldin?

3 A Yes, sir.

4 Q Was Mr. Thompson admitted to NHC Mauldin in  
5 January of 2011?

6 A Yes, sir.

7 Q And do you recall how long he stayed on that  
8 admission?

9 A 45 days, approximately.

10 Q Do you remember who first contacted you regarding  
11 admitting Mr. Thompson to NHC Mauldin in January?

12 A I believe it was the hospital, AnMed Hospital.

13 Q Okay. Do you recall what that contact was?

14 A I do not specifically recall the conversation, but  
15 it was the hospital most likely calling me saying they  
16 had someone that they were looking for admission for  
17 rehab.

18 Q Okay. All right. And did you respond to them  
19 that y'all had a bed available?

20 A Yes. They would have sent me the medical  
21 information. After reviewing that, I would have made a  
22 bed offer.

23 Q All right. Now, do you recall whether this was  
24 for immediate placement or whether they were checking  
25 for a week or so down the road?

1 A Immediate.

2 Q Immediate, okay.

3 According to the records, had Mr. Thompson been at  
4 NHC Mauldin prior to this January 2011 admission?

5 A Yes, sir.

6 Q Do you remember when the last time that was prior  
7 to this?

8 A It was in 2010. May, I believe. I'm sorry.

9 Q All right. Once you indicated to AnMed that y'all  
10 had a bed available, what was the next thing that  
11 occurred in terms of getting him admitted?

12 A We got admission paperwork completed.

13 Q And did you talk to -- who did you talk to to get  
14 admission paperwork completed?

15 A I would have -- I spoke to Sheila Thompson, his  
16 daughter.

17 Q Okay.

18 MR. ALLEN: Your Honor, I've got a copy of this  
19 exhibit which I'm going to offer to her for her review  
20 while she's testifying.

21 Q I'm going to show you a document marked Exhibit 1  
22 and ask you, can you tell me what that document is?

23 A These are the admission documents required for  
24 admission to our facility.

25 Q Okay. Were these documents signed by Sheila

1 Thompson, Wade Thompson's daughter, in various places  
2 on the documents?

3 A Yes, sir.

4 Q Now, did you review these admission documents with  
5 Sheila Thompson?

6 A Yes, sir.

7 Q All right. Is it -- was it a common practice to  
8 review admission documents with a family member versus  
9 with the patient himself?

10 A Yes, sir.

11 Q Why did you do that on frequent occasions?

12 A Because patients, being in the hospital, not  
13 feeling well, being sick, we like to review it with a  
14 family member to make sure that -- to cut down on any  
15 confusion. It's sometimes the person coming from the  
16 hospital was just not the best person to review this  
17 with at the time because of maybe medical conditions  
18 that were going on.

19 Q Okay. So this was a transfer from AnMed Hospital  
20 directly to NHC Mauldin?

21 A Yes, sir.

22 Q All right. Did you review these admission  
23 documents, did you go through each page or each section  
24 of the admission documents with Sheila Thompson?

25 A I would have gone through each section.

1 Q Is that the way you normally review admission  
2 documents with a family member prior to admission?

3 A Yes.

4 Q And how many admissions have you handled for NHC  
5 Mauldin?

6 A What period of time?

7 Q Well, you started as admissions director in, what  
8 did you say, 2000 --

9 A Approximately 2002.

10 Q So approximately 12 years ago. So how many do you  
11 do in a year -- how many were you doing around this  
12 time?

13 A Approximately 30, I would say, in a month around  
14 that time, yes, sir.

15 Q Okay. 30 a month?

16 A Yes, sir.

17 Q Okay. All right. Now, prior to admission, do you  
18 check on potential Medicare benefits?

19 A Yes, sir.

20 Q All right. And how do you do that?

21 A We called and did a Medicare verification where I  
22 call Medicare, I have to give social -- I mean Medicare  
23 number, date of birth, name and then day. It's an  
24 automated system, and they let me know.

25 Q Okay. Let me ask you a couple things. Look there

1 at Exhibit 1. Look there on the page at the bottom  
2 that's numbered 75, NHC 75. There are -- there is a  
3 charge structure there in the middle of that page. Did  
4 you review that charge structure with Ms. Thompson?

5 A Yes, I would have. I always go over that and say,  
6 "This is our charge structure from a private pay  
7 standpoint."

8 Q All right. And it shows semiprivate  
9 accommodations and private; is that correct?

10 A Yes, sir.

11 Q And they were actually going to get the private  
12 room; is that correct?

13 A Yes, sir.

14 Q And to the best of your knowledge, did NHC  
15 actually bill based on this charge structure?

16 A Yes, sir.

17 Q Okay. All right. Turn over to the page marked  
18 NHC 77. Paragraph nine there deals with insurance  
19 coverage including Medicare. Did you review this  
20 section with them?

21 A Yes. We would have gone into Medicare benefits  
22 and then the secondary insurance.

23 Q Okay. And on the next page, page 78, there is a  
24 place for a signature line there, and is that Sheila  
25 Thompson's signature there?



1 A Yes, sir.

2 Q All right. Now, in reviewing his Medicare  
3 benefits, did you talk to her about the benefit days?

4 A My question would have been, "Do you understand  
5 the Medicare, the Medicare benefit?"

6 Q All right.

7 A The days.

8 Q And what response did you get?

9 A Yes.

10 Q Okay. Now, just for -- because this took me a  
11 while to figure out, just for our benefit, can you  
12 explain the benefit days and how that applies?

13 A A patient has to have a three-night inpatient  
14 hospital stay. If they have done that, then they do  
15 qualify to receive services in a skilled nursing  
16 facility for rehab as long as they meet the Medicare  
17 criteria from a medical standpoint. And then the  
18 Medicare benefits are the first -- a benefit period of  
19 a possible 100 days. The first 20 days Medicare paying  
20 100 percent. Days 21 through 100 there being a copay  
21 that is dictated by Medicare.

22 Q Okay. So I think what you're saying is they have  
23 a total of 100 benefit days?

24 A Yes. They have a total of 100 benefit days, yes.

25 Q They only get 100 days per year?

1 A No, sir. Per benefit period.

2 Q How do they qualify for a new benefit period?

3 A From the date you leave a skilled nursing facility  
4 until the day you either go back into a skilled nursing  
5 facility or back into a hospital as an inpatient, there  
6 has to be a 60-day consecutive break. It has to be  
7 consecutive, and you have to have 60 midnights out of a  
8 skilled nursing facility and a hospital. On day 61, it  
9 would start over.

10 Q All right. And did you ask Sheila Thompson if he  
11 had been anywhere in the last 60 days prior to coming  
12 to the hospital?

13 A That is our normal procedure.

14 Q Okay. All right. Did you get any information  
15 from her that indicated he had been anywhere that would  
16 have -- within that 60 days prior to going to the  
17 hospital?

18 A No.

19 Q Okay. Now, let me get back to the question. You  
20 had mentioned the phone verification --

21 A Yes, sir.

22 Q -- that you did.

23 THE COURT: Mr. Allen, are you putting Number 1 in  
24 evidence?

25 MR. ALLEN: Yes, your Honor. I move Number 1 in

1 evidence at this time.

2 THE COURT: Any objection?

3 MS. INGLES: No objection.

4 THE COURT: Plaintiff's Exhibit 1 would be  
5 admitted without objection.

6 (WHEREUPON, Plaintiff's Exhibit Number 1 was  
7 admitted into evidence.)

8 MR. ALLEN: Thank you, Your Honor.

9 Q Okay. Jennifer, I'm going to show you a document  
10 that's marked Exhibit 2.

11 A It's the Medicare verification that we did where  
12 we call Medicare to verify their benefits.

13 Q All right. I think what you said earlier is that  
14 you telephoned Medicare to see what the status of his  
15 Medicare benefits is; is that correct?

16 A Yes, sir.

17 Q Is this a form that you fill out based on that  
18 telephone conversation?

19 A Yes, sir.

20 Q And what does this reflect, the information you  
21 received from Medicare?

22 A That he had his full 100 days.

23 Q A full 100 days. That's the full days of 20 and  
24 the coinsurance of 80?

25 A Yes, sir.

1 Q Is that correct?

2 A Yes, sir.

3 Q Okay. Now, at the time of your admission of  
4 Mr. Thompson to the facility, did you have any other  
5 information that indicated that he did not qualify for  
6 or that he did not have 100 benefit days remaining with  
7 Medicare?

8 A No, sir.

9 Q Now, in addition to your telephone request, was  
10 your procedure -- is there another request that is made  
11 to Medicare?

12 A There is. It was our policy to e-mail -- we had  
13 to e-mail our corporate office, and then they would run  
14 the Medicare verification check as well and then it was  
15 e-mailed back.

16 Q Okay.

17 MR. ALLEN: Your Honor, we'd move Exhibit 2 into  
18 evidence at this time.

19 THE COURT: Any objection?

20 MR. GAMBRELL: No objection.

21 MS. INGLES: No objection, Your Honor.

22 THE COURT: All right. Plaintiff's Number 2 would  
23 be admitted without objection.

24 (WHEREUPON, Plaintiff's Exhibit Number 2 was  
25 admitted into evidence.)

1 BY MR. ALLEN:

2 Q Jennifer, I'm going to show you a document marked  
3 Exhibit 3. And can you tell me what this is?

4 A This is the Medicare verification that I sent off  
5 to our corporate office, and then it was sent back to  
6 us.

7 Q Okay. Now, what day was Mr. Thompson actually  
8 admitted to your facility?

9 A January 26th.

10 Q Okay. And when did you get a response back from  
11 the corporate office regarding this request, this other  
12 request for the Medicare benefits?

13 A Sent back the next day, the 27th.

14 Q All right. On the 27th; is that right?

15 A Yes, sir.

16 Q All right. Mr. Thompson had already been the  
17 there overnight; is that correct?

18 A Yes, sir.

19 Q All right. What does this Exhibit 3, what does  
20 this reflect regarding the Medicare benefits?

21 A This one reflected that he had no days left, but  
22 it did say that the last bill date was November 22nd,  
23 which at that time I would have looked at, and based  
24 upon what I was looking at, he still had a 60-day  
25 break.

1 Q He still had a 60-day break from November 22nd to  
2 the time he went into AnMed; is that correct?

3 A Yes, sir.

4 Q Based on the information you had?

5 A Yes, sir.

6 Q All right. Do you remember how long you had been  
7 told that he had been at AnMed right before he came to  
8 y'all?

9 A I believe he was there four nights.

10 Q Four nights?

11 A Yes, sir.

12 Q All right.

13 Q So the information you received, the information  
14 you received here on Exhibit 3, is that inconsistent  
15 with the information that you obtained by testimony?

16 A It is.

17 Q It is based on?

18 A The days, yes, sir.

19 Q Based on the days, okay. Is the last bill date  
20 consistent with the information you received by  
21 telephone, the last bill date shown on Exhibit 3?

22 A That's not on the telephone.

23 Q I understand. But is that information, the fact  
24 that there had been a last bill date in excess of 60  
25 days, is that inconsistent with the information you

1 received by telephone?

2 A I don't think I completely understand -- I'm  
3 sorry.

4 Q The information you received by telephone?

5 A Right.

6 Q Didn't have a last bill date?

7 A Right. Yes, sir.

8 Q Okay. And it said how many benefit days did he  
9 have?

10 A The telephone one said he had 100.

11 Q Had 100?

12 A Right.

13 Q Now, if he had a 60-day break, he gets an extra  
14 100 days; he gets a new benefit period, correct?

15 A Right.

16 Q Okay. Exhibit 3, does it indicate that the last  
17 bill date was prior to 60 days from his four-night stay  
18 at the hospital?

19 A It does.

20 Q Okay. So was that consistent with the fact that  
21 he now has a new 100 benefit days?

22 A Yes, sir.

23 Q Okay. All right. You have been doing these kind  
24 of verifications with Medicare for a long time?

25 A Yes.

1 Q Okay. Have you received inconsistent information  
2 before, inconsistent from your telephone verification  
3 and the home office verification?

4 A This was not the first time I had seen this.

5 Q Okay. And in previous cases that you had, you had  
6 gotten inconsistent information which one turned out to  
7 be correct?

8 A The telephone one was the accurate one.

9 Q Okay. So were you concerned when you got this  
10 Exhibit 3?

11 A It did not raise any red flags to me because of  
12 that.

13 Q Okay.

14 MR. ALLEN: Your Honor, we'd move Exhibit 3 into  
15 evidence at this time.

16 THE COURT: Any objection?

17 MR. GAMBRELL: No objection.

18 MS. INGLES: No objection.

19 THE COURT: Plaintiff's Exhibit 3 would be  
20 admitted without objection.

21 (WHEREUPON, Plaintiff's Exhibit Number 3 was  
22 admitted into evidence.)

23 BY MR. ALLEN:

24 Q And did you also -- was there an additional  
25 insurance verification you checked on by telephone as



1 well?

2 A The secondary insurance.

3 Q And who was that with?

4 A Mutual of Omaha.

5 Q Okay. And you verified the existence of a  
6 secondary policy under Mutual of Omaha?

7 A (Nodding.)

8 Q Okay. All right. Is it policy of NHC to have a  
9 signed admission document in order to admit a patient  
10 into your facility?

11 A Yes, sir.

12 Q And was Mr. Thompson admitted into your facility  
13 and started receiving the care and services your  
14 company provides based on this signed admission  
15 document, Exhibit 1?

16 A Yes, sir.

17 Q Was he admitted based on the signed admission  
18 document -- was Mr. Thompson admitted pursuant to the  
19 request of Sheila Thompson?

20 A Yes, sir.

21 Q Okay. And if Ms. Thompson had told you that she  
22 was not authorized or would not sign this admission  
23 document, would you have admitted Mr. Thompson?

24 A No, sir.

25 Q Okay.

1 MR. ALLEN: That's all the questions I've got of  
2 this witness, Your Honor.

3 THE COURT: All right.  
4 Cross-examination?

5 MS. INGLES: Thank you, Your Honor.

6 CROSS-EXAMINATION

7 BY MS. INGLES:

8 Q Ms. Balon?

9 A Yes, ma'am.

10 Q And that's your married name, I take it?

11 A Yes.

12 Q And Jennifer Zaire is your?

13 A Maiden name.

14 Q So when the records reflect the name Jennifer  
15 Zaire, that's you?

16 A That's me, right.

17 Q And then what exactly did you review for purposes  
18 of today? What part of this file and these documents?

19 A Mainly admission documents, anything that was  
20 related to this case.

21 Q Okay. So the documents that Mr. Allen just went  
22 through with you, is that the extent of what you  
23 reviewed for today?

24 MR. ALLEN: Your Honor, to some extent I'm going  
25 to object because she's getting into some

1 attorney-client privilege. We obviously reviewed in  
2 preparation for trial.

3 THE COURT: I'm going to overrule the objection  
4 now.

5 Ms. Ingles, stay away from any attorney  
6 conversations. That would be inadmissible.

7 MR. ALLEN: Thank you, Your Honor.

8 MS. INGLES: Thank you.

9 Q The documents is what I'm talking about. Like the  
10 file that you have at NHC.

11 A Admission documents, anything that I was  
12 responsible for, anything that I would have reviewed,  
13 sent off.

14 Q Is there anything besides these exhibits that you  
15 reviewed, the exhibits that you just went through?  
16 Documents is what I'm referring to.

17 A Specifically for me, these were the documents that  
18 I went over that we reviewed.

19 Q Okay. And you indicated as you were going through  
20 those documents that in the case of Mr. Thompson and  
21 Sheila Thompson, who was signing the documents, you  
22 said, "Very often I would have done this. I would have  
23 gone over this." Do you have a specific recollection  
24 of meeting with Sheila Thompson?

25 A Specifically, I know we met, yes. I can tell you

1 specifically we met and we went through the documents.

2 Q But you have a specific recollection of talking to  
3 her and going through the documents with her?

4 A Specific words that were said being five and a  
5 half years ago, I can't tell you word for word what was  
6 said. I can tell you what I did, that I would have  
7 done with everyone.

8 Q So are you going based on what you would have done  
9 or what you actually did with Sheila Thompson?

10 A What I did with all the admissions that come  
11 through.

12 Q Okay. So you're referring to your standard  
13 practice?

14 A Right. Yes, yes.

15 Q Not her in particular?

16 A No.

17 Q Now, you said that with Exhibit Number 2, with the  
18 Medicare verification?

19 A Yes.

20 Q Do you still have that?

21 A I do.

22 Q Okay. Good. Is that your handwriting?

23 A Yes, ma'am.

24 Q So you would have made that telephone call?

25 A Yes, I did.

1 Q Okay. And then your corporate office, you sent  
2 the e-mail to?

3 A Yes, ma'am.

4 Q And that is the verification that's Exhibit 3  
5 which came apparently the next day?

6 A The next day, yes, ma'am.

7 Q Okay. And when you received -- did you actually  
8 receive that document?

9 A Yes. It would have come to me.

10 Q But do you remember getting that?

11 A Specifically, I mean, it was five and a half years  
12 ago. Sorry.

13 Q So you don't?

14 A It would have come to me, yes. This would have  
15 come to me because I'm the one that sent off, so the  
16 response would have been to me.

17 Q And then do you -- is it your practice to let the  
18 patient or the patient's representative know when there  
19 is a discrepancy like that?

20 A If this discrepancy, we -- it did not raise a red  
21 flag. If it did raise a red flag, then yes. But this  
22 one didn't raise a red flag because I had the other one  
23 and because of what I had seen in the past.

24 Q Okay. So you had the telephone verification?

25 A Right.

1 Q And then you had the written verification from  
2 your corporate office, so you decide to overrule the  
3 one from the corporate office that said there was no  
4 Medicare coverage available?

5 A When I looked at it and I had saw that, obviously  
6 I did go back and just make sure again. I looked -- I  
7 was able to come up with a 60-day break so it did not  
8 raise any red flags to me because I had seen this  
9 happen in the past.

10 Q So did you do anything at all to check further?  
11 Like did you call up Medicare and say, "Look, I've got  
12 two different things here and this one says" --

13 A No, ma'am.

14 Q So Mr. Thompson was in your facility thinking that  
15 there was coverage, correct?

16 A Yes, ma'am.

17 Q Well, I don't know if he was thinking that.

18 MR. ALLEN: I'll object, your Honor to the extent  
19 she's guessing.

20 THE COURT: Sustained.

21 BY MS. INGLES:

22 Q Okay. Let's look at Exhibit 1, admission  
23 documents. And I'm going to refer you to page 78, and  
24 there is a box there at the top. And there's number A  
25 is marked with an X. And just skipping down to the

1 last sentence. It says, "It is the professional  
2 judgment of this center that patient's care will," and  
3 that's marked with an X and underlined. Are you  
4 looking at it?

5 A Yes, ma'am.

6 Q "Will be covered by Medicare." So when  
7 Ms. Thompson signed these admission documents, you told  
8 her that it was covered by Medicare?

9 A Based upon the information that we had, yes.

10 Q Okay. And -- but when you got this other report  
11 that it wasn't covered, you just overruled that and  
12 didn't call her or anything like that?

13 A I didn't ignore it. I went and looked back at our  
14 other one. I had seen this in the past.

15 Q And it turned out that Medicare didn't cover it,  
16 didn't it?

17 A Yes, ma'am.

18 Q And when did you find that out? When did you  
19 become convinced that Medicare was not going to cover  
20 this?

21 A I mean, I still thought it was going to be  
22 covered.

23 Q Okay. So at what point did you think it wasn't  
24 going to be covered?

25 A I'm not sure how to answer this question because

1 I -- we got all this -- I mean, much later down the  
2 road.

3 Q Well, you were going over the coverage issues?

4 A Right.

5 Q 100 days and 60 days and all that?

6 A Right.

7 Q And but when did your facility find out that there  
8 was no coverage? Your particular facility. Is there a  
9 form for that?

10 A No.

11 Q Is there a procedure for that?

12 A I was not -- it wouldn't have come to me. I'm --  
13 I'm -- when our billing, the girl that does our billing  
14 received -- I don't know if it was a phone call or  
15 e-mail from somebody in Medicare that does the Medicare  
16 billing, that's when we were alerted again. And some  
17 phone calls, I mean, we were still asking and we still  
18 were having a hard time finding where he had been, so  
19 they had to do some more research.

20 Q But this was after he had been there like six  
21 weeks, right, with the charges accruing?

22 A (Nodding.)

23 Q And during that whole six weeks, nobody ever told  
24 Ms. Thompson, who signed these papers that said it was  
25 the professional judgment of NHC that this was covered,



1 nobody bothered to call her and say, "Oh, by the way,  
2 Medicare isn't covering this. You're going to have to  
3 pay for it"?

4 A We thought it was covered. That whole time we  
5 thought it was covered.

6 Q Your dad -- okay. You thought it was covered  
7 because you overruled the decision, second decision  
8 that came in?

9 A Because of information that I had.

10 Q Well, you didn't have any information, did you?  
11 You were just going on like what usually happens? I  
12 mean, you really didn't have any extra information, did  
13 you?

14 A The information that I obtained led me to believe  
15 that we -- that there was this -- he had a break and he  
16 had a new benefit period.

17 Q What was the information then that you obtained?

18 A I did the Medicare verification over the phone  
19 which in the past we had seen was more accurate. And  
20 the information that he had not been anywhere else from  
21 the family, so.

22 Q So you didn't check any other information when  
23 this second verification came back and said there was  
24 no coverage? I mean, you didn't like seek out any new  
25 information other than what you said you already did?

1 A No. Not that I can remember, no.

2 Q And you did not contact Ms. Thompson to say, "Oh,  
3 by the way, we were wrong when we said our professional  
4 judgment was that Medicare covered this"?

5 A Because at the time we still felt --

6 Q Did you or did you not contact her?

7 A No, ma'am, I did not.

8 Q During the entire time that he was there?

9 A I did not. No, ma'am.

10 Q So you said you checked with Mutual of Omaha,  
11 which is the secondary insurance?

12 A Yes, ma'am.

13 Q Now, secondary insurance, that means that they  
14 would pay the deductible or the copay?

15 A Right. It was a Medicare supplement, so it would  
16 pick up the co-pay.

17 Q Whatever Medicare didn't pay, Mutual of Omaha  
18 would have paid?

19 A Right.

20 Q But Mutual of Omaha is only going to pay if  
21 Medicare pays?

22 A Right.

23 Q And when you contacted them, what did they say at  
24 Mutual of Omaha? You said you contacted them, you  
25 checked the insurance with Mutual of Omaha?

1 A Right.

2 Q Tell me about that. What did you do to check  
3 that?

4 A I called Mutual of Omaha, gave them the policy  
5 number, date of birth, whatever it was that they were  
6 asking for, and they let me know what the benefits  
7 were.

8 Q Okay. Did you tell them that Medicare was  
9 covering it?

10 A I did not specifically remember, but that's not  
11 our norm.

12 Q Would you normally say, "Okay. Medicare is  
13 covering this, you're the supplemental"?

14 A Well, I would ask what the benefits for skilled  
15 nursing are and for rehab.

16 Q Okay. And would they have checked the same  
17 information that you had on your form that showed the  
18 100 days that was available?

19 A I'm not sure what they do. I don't believe that  
20 they --

21 Q That's fine if you don't know what they do.

22 A Right. Yeah.

23 Q Do you have a verification form for the secondary  
24 insurance that you complete?

25 A We do. We fill out a form.

1 Q Okay. And that was not part of -- did you fill  
2 out a form for that?

3 A Yes, ma'am.

4 Q But it wasn't the same as the Medicare  
5 verification. And did you receive any calls from  
6 Mutual of Omaha when y'all made claims on this stay for  
7 Mr. Thompson?

8 A That's really not information that I would have.

9 Q Okay. So that would be in the accounting,  
10 billing?

11 A Right. Yes, ma'am.

12 Q Okay. So you said that you got the documents from  
13 AnMed, right?

14 A The hospital records, yes, ma'am.

15 Q Uh-huh. During the admission process?

16 A Uh-huh.

17 Q And do you review those?

18 A I do.

19 Q And do you have actual communication with the  
20 hospital when the patient is being transferred?

21 A We do. Yes, ma'am.

22 Q Is it phone, e-mail, both?

23 A That specific, then, it was -- it would have been  
24 phone.

25 Q It would have been both?

1 A Phone, I'm sorry.

2 Q Phone, okay. All right.

3 MS. INGLES: Your Honor, if I may, I'm going to  
4 get another exhibit that's not in there.

5 Q Can you look at what I handed you and ask that  
6 that be marked as Defendant's Exhibit 1. Defendant  
7 Sheila Thompson.

8 (WHEREUPON, Defendant's Exhibit Number 1  
9 was marked for identification.)

10 Q Do you recognize those notes?

11 A I know what they are.

12 Q Okay. Did you make any of these notes or was any  
13 of this communication from you or to you?

14 A According to the notes, it is. I didn't make any  
15 of these, so.

16 Q Okay. So if these are the records from AnMed in  
17 your file, it says, "Jennifer from" -- this is on  
18 1/26/11 at 12:51, third from the -- counting down from  
19 the top, it's the third one.

20 A Yes, ma'am.

21 Q It says, "Jennifer from NHC Mauldin offered  
22 patient bed for today if family is willing to pay \$21 a  
23 day because it is a private room." Do you recall that?

24 A It's written here. It was five and a half years  
25 ago.

1 Q Right.

2 A So I can't -- but, yes, I mean, that's --

3 Q So he paid -- Ms. Thompson paid an extra amount of  
4 money for the private room?

5 A Yes.

6 Q And Medicare only covers a semiprivate room; is  
7 that right?

8 A Yes, ma'am.

9 Q And did you -- is it safe to say there wasn't a  
10 semiprivate room available, so in order to transfer him  
11 to your facility where there was only a private room  
12 available, then she had to pay that extra?

13 A Based on this note, that's what that says. I  
14 can't go any further with it than that, no.

15 Q Okay. And it goes on to say that they called the  
16 daughter, which would be Sheila Thompson, right?

17 A Yes.

18 Q And she accepted the bed, and she will now go to  
19 do the admission paperwork. And that's what Exhibit  
20 Number 1 is, the admissions paperwork?

21 A Yes, ma'am.

22 Q And you said that there had been two previous  
23 stays that Wade Thompson had at your facility?

24 MR. ALLEN: I'll object to the form of that  
25 question. I think she said he had been there before.

1 THE COURT: Rephrase your question.

2 BY MS. INGLES:

3 Q You said in your testimony that Mr. Thompson had  
4 been at NHC before?

5 A Yes.

6 Q And would you have in your procedure looked at the  
7 previous stays for any information?

8 A With us?

9 Q Uh-huh.

10 A I would have just gone back and looked at his  
11 dates of stay with us.

12 Q Do you remember if you did that in this particular  
13 case?

14 A It was standard that we would do that. Once  
15 again, it was five and a half years ago, but that's --  
16 yeah. I mean, I would have looked up and seen the day  
17 he left or -- yeah. I mean, it's --

18 Q So you did not do any review of who might sign for  
19 him or anything like that other than what maybe the  
20 hospital had told you?

21 A Like reviewed his last information to see?

22 Q Right.

23 A I don't -- I wouldn't have specifically gone back  
24 and necessarily pulled that chart.

25 Q So let's look at page 74 of exhibit -- Plaintiff's

1 Exhibit 1. And in the middle of the page, it starts at  
2 the paragraph just below that blank where it says "NHC  
3 Healthcare Mauldin, LLC." And it's talking -- the  
4 title is "Identification of Legal Representative"?

5 A Okay.

6 Q Okay? And the legal representative is, "Anyone  
7 authorized by the patient or by law to act on the  
8 patient's behalf. Please check the type and scope of  
9 authority for anyone other than the patient who signs  
10 this contract."

11 Now, there is not a box checked there. Why is  
12 that, or do you remember why you didn't check the box?

13 A Specifically, I can't. What I can tell you is  
14 that it was normal for us not to check it until I  
15 actually had the papers in hand.

16 Q Okay.

17 A It had been indicated that, you know, she signed  
18 as legal representative, so that's sort of what was  
19 indicated to me. But I did not check anything below  
20 because I didn't have the actual documents.

21 Q Okay. So to check one of these boxes, you would  
22 have to have a document?

23 A That's -- I like to look and just review the whole  
24 document just to see exactly what the scope was.

25 Q And you check the box?



1 A Right.

2 Q So that indicates to you that you did not have a  
3 written document like a power of attorney --

4 A Right.

5 Q -- or something like that?

6 A Exactly.

7 Q Okay. Now, it goes on to say that, "The legal  
8 representative, by signing this contract, acknowledges  
9 the acceptance of the duties and responsibilities of  
10 this role." What are the duties and responsibilities  
11 of the legal representative, if you know?

12 A It would depend on what the -- whether it was  
13 exactly what the -- you know, if they had, what type of  
14 power of attorney they had or what the duties had been  
15 set forth, but --

16 Q Okay. So you're saying the duties and  
17 responsibilities that are referred to there are those  
18 that are set forth in a written document?

19 A Right.

20 Q Okay. The next paragraph, let's look at that. It  
21 says that, "The legal representative will not incur  
22 personal financial liability." Is that what your  
23 understanding is that when you sign --

24 MR. ALLEN: I object to that question, the form of  
25 the question. It's -- the document says what it says.

1 If she is going to ask questions, she's got to read  
2 what that says..

3 THE COURT: All right. Rephrase your question,  
4 please.

5 BY MS. INGLES:

6 Q You said that you explained these documents or  
7 that you would have explained these documents to  
8 Ms. Thompson?

9 A (Nodding.)

10 Q And so that paragraph there, when you explain that  
11 paragraph, what do you say?

12 A Well, the legal representative is not going to  
13 incur -- exactly what it says -- unless they're --  
14 unless it's a breach of duty, contract. I usually just  
15 read it word for word.

16 Q And properly directing the patient's resources to  
17 pay for the patient's care --

18 A Uh-huh.

19 Q -- do you know what that would mean, "properly  
20 directing the resources," what does that mean?

21 A They need to pay the bills.

22 Q If who didn't pay the bill?

23 A Whoever was responsible for doing that through  
24 power of attorney. Legal representative, I mean.

25 Q Okay. So if the money -- if there wasn't anything

1 due, then the legal representative is not going to  
2 incur any financial liability?

3 A Um, right.

4 Q Right. So the person who has financial liability  
5 is the patient, right?

6 A Unless somebody else has been given that  
7 authority.

8 Q When you say "authority," they could have the  
9 authority to pay the bill, but they don't have to pay  
10 it out of their own funds, right?

11 A Right.

12 Q Okay. So this is talking about directing the  
13 funds of the patient?

14 A The patient, yes. Yes.

15 Q Okay. Now, let's go back to page 75 which you  
16 were talking to Mr. Allen about earlier. It's the next  
17 page. Section C, the charge structure. And we've gone  
18 over that. It was they were paying extra for a private  
19 room until a semiprivate became available. Do you know  
20 if a semiprivate room ever became available?

21 A I can't recall.

22 Q Now, the charge structure, once you got the  
23 notification that Medicare was not covering this, that  
24 would change the charge structure, wouldn't it?

25 A This is the charge structure from a private pay

1 standpoint.

2 Q Okay. So whether or not Medicare is covering it,  
3 you always put this same information?

4 A I have to, yes.

5 Q So this wasn't really, as far as the accomodation,  
6 room and board, that wasn't specific to Wade Thompson?

7 A No. These were the center charge structures, not  
8 specific. It's for everybody.

9 Q So whether or not Medicare was paying or insurance  
10 was paying or they were paying out of their bank  
11 account --

12 A Right.

13 Q -- the charge structure remains the same?

14 A Right. Yes.

15 Q Okay. And going on to page 79 on B at the top,  
16 you already addressed that Mutual of Omaha had the  
17 secondary. And C says "Medicaid coverage." He didn't  
18 qualify for Medicaid?

19 A I don't know if he qualified or not, but I -- I --  
20 just we go over it, and I just always say I'm  
21 indicating that he has not applied for skilled nursing  
22 Medicaid.

23 Q So no further discussion of that. Has or has not,  
24 that's the only question there?

25 A I mean, I just review it to make sure they see

1 what I've marked there.

2 Q All right. So when Sheila Thompson did not have  
3 any paperwork that showed her any specific authority  
4 like a power of attorney, guardian, anything like that,  
5 you just went with that she was a family member that  
6 was checking him in?

7 A Well, I would have asked to, please, if you can  
8 supply with us those documents, so.

9 Q But there weren't any documents?

10 A There weren't any, no, which was not uncommon.

11 Q Right.

12 A Sometimes they just come and don't have them, so  
13 it's not uncommon. And we say, "Please supply with us  
14 those documents so we can put them in the records."

15 Q But if they don't, you just go with whatever  
16 family member is there signing?

17 A Yes.

18 Q And all these blanks that are filled in, you  
19 filled those in, right? That's your handwriting?

20 A Yes.

21 Q Okay. And do you have anything to do with the --  
22 I know you're the director of admissions. Do you have  
23 anything to do with discharge?

24 A No, ma'am.

25 Q You have no duties with that?

1 A No, ma'am.

2 Q And you said that you're familiar with Medicare  
3 rules and regulations?

4 A Yes, ma'am.

5 Q And that's just from working there for all those  
6 years? When did you say you started? Was it '97?

7 A '97, uh-huh.

8 Q Has it just been on-the-job training or did you go  
9 through any specialized training?

10 A It's more on-the-job training, but we do have --  
11 our corporate office, I guess more from a regional  
12 standpoint, we have meetings where we go through these  
13 things and talk about them, talk about any changes,  
14 rules.

15 Q Keep you updated on changes?

16 A Right.

17 Q And this structure of the cost of the room, that's  
18 the same for everybody pretty much at that time, in  
19 2011?

20 A Right. From a private pay standpoint, yes.

21 Q And how many beds do y'all have there?

22 A At the time, 180.

23 Q And how many did you have in 2011? Has that gone  
24 up or down or is it about around the same?

25 A Should be right the same, I believe.

1 Q Okay. And you signed this admissions document on  
2 behalf of NHC?

3 A Yes.

4 Q Under the name "the center by administrator/social  
5 worker." And you have the authority as you described  
6 earlier to sign on the company's behalf?

7 A Yes.

8 Q And when you refer to the headquarters or the home  
9 office, corporate office, where is that?

10 A Murfreesboro, Tennessee.

11 Q And y'all have people, Medicare specialists, at  
12 the corporate office, right?

13 A Yes.

14 Q Like Jeanie Newman, for example?

15 A Right. I'm not as familiar with Jeanie Newman as,  
16 I guess, those that do the billing are because she  
17 helps with that.

18 Q But y'all have specialists who do this all the  
19 time, right?

20 A Yes.

21 Q And I believe you said that on Exhibit 2, Medicare  
22 verification, that is your handwriting as well filling  
23 in those blanks?

24 A Yes, ma'am.

25 Q And there's handwriting on Exhibit 3. Is that

1 your handwriting?

2 A No, ma'am.

3 Q Do you know whose handwriting that is?

4 A I believe it is Lisa Bollinger's.

5 Q Was that on here when you received this or did  
6 that come later?

7 A No. I would have printed this off, so it would  
8 have come after I printed it off.

9 Q Okay.

10 MS. INGLES: Your Honor, if I may confer with  
11 counsel about the exhibits. There's two that he's  
12 premarked that are the same ones that I have.

13 THE COURT: Okay.

14 BY MS. INGLES:

15 Q I'm going to show you a document that's marked  
16 Plaintiff's Exhibit 10.

17 A Yes, ma'am.

18 Q Just see if you can identify that. That's another  
19 verification reply, it looks like.

20 A Yes. Looks like it's a 60-day.

21 Q For March 7th?

22 A Yes.

23 Q And he was discharged on March 10th; is that  
24 correct?

25 A Yes.



- 1 Q Would that have come to you, that verification?
- 2 A No.
- 3 Q So you can't testify about that?
- 4 A No.
- 5 Q Thank you. You can give that back to me.
- 6 And then I'm going to show you Plaintiff's
- 7 Exhibit 8, which is entitled "Medicare Certification
- 8 and Recertification" and ask you if any of that is your
- 9 handwriting or if you recognize that document.
- 10 A I've seen the document. None of this is my
- 11 handwriting, and I don't have any dealings with it.
- 12 Q Okay. So that came after all of your
- 13 responsibilities?
- 14 A Yes.
- 15 Q When would the cutoff of your responsibilities in
- 16 all of this have happened?
- 17 A Once we get them admitted, just get all admission
- 18 paperwork done, I finish the chart, get everything in
- 19 the computer, and I hand it off.
- 20 Q Then you go on to the next person applying to come
- 21 in?
- 22 A Yeah.
- 23 Q So at least once a day it sounds like you're
- 24 checking somebody in?
- 25 A Yes.

1 Q So that's, what, like so on January 27th when you  
2 received Plaintiff's Exhibit 3 which said there was no  
3 coverage, that was on January 26th, the day after he  
4 was admitted. That's when your authority ended or --

5 A No. Once I've finished, I mean, I wouldn't --

6 Q Checking this in?

7 A Right. Exactly. I mean, getting the stuff,  
8 getting it all in the file.

9 Q How long does that usually take?

10 A Sometimes it's same day. Most of the times a day  
11 or two.

12 Q Okay.

13 A Do you mean everything or that one --

14 Q Well, I mean once you kind of close your file on  
15 that admission, and you don't ever do anything else  
16 with that file?

17 A Once I have -- everything has been completed, yes,  
18 one to two days.

19 Q Okay. Now, are you familiar with the process of  
20 sending the ABN, the advanced beneficiary notice?

21 A ABN, yes, advanced beneficiary notice.

22 Q Is that something you do as part of your job?

23 A The only time I would ever do it is if I didn't  
24 think someone met the medical criteria for admission  
25 under skilled under Medicare.

1 Q If you didn't think so?

2 A Right.

3 Q How about if you got a denial from Medicare, then  
4 would you send one?

5 A That's -- the denial coming from -- that's going  
6 to be after me, so no. I mean, it's --

7 Q So like when you did your telephone check, if  
8 Medicare said, Oh, no. He has been in the hospital in  
9 the last 60 days, or whatever that term is, then what  
10 would you have done as far as --

11 A Right. So that would be a technical denial. And  
12 then that would be in the admission documents. We  
13 would have marked on page 78, I guess, or page five,  
14 that would have been marked differently. It would have  
15 been a technical denial not a medical denial.

16 Q That would have been on page 75?

17 A 78 or page five. I think you called it 78. So,  
18 technically, he did not meet it. I would have hit "not  
19 technically qualified for Medicare" and written down  
20 why.

21 Q "Will not be covered by Medicare"?

22 A Right.

23 Q Then what would you have said to Ms. Thompson or  
24 to anybody --

25 A Anybody.

1 Q -- that happens to?

2 A I would have gone over that Medicare is not going  
3 to pay for your stay here because of X, Y, and Z.

4 Q And if they said, "Oh, no. No. That's not  
5 correct. We need to check that again," or something,  
6 what do you do?

7 A I tell them I'd be glad to check it again, but as  
8 of the information we have right now, this is it.

9 Q So would you then have your corporate office check  
10 or review what you did or --

11 A No. We -- I mean, we would have talked more about  
12 it, why. And then I would have checked and gone  
13 through -- I would have done more checking into it if  
14 they were insistent that it would be covered. But from  
15 a technical standpoint, if I didn't think it was, I  
16 mean, I can tell them here it is and this is what we're  
17 going with.

18 Q So when it's denied, isn't there an opportunity to  
19 appeal that decision?

20 A Technically or medically?

21 Q Well, let's start with medically.

22 A Right. So if you also look at that section, if I  
23 medically did not think that it would have been  
24 covered --

25 Q When you say "that section," remind us which one.

1 A I'm sorry. On page 78.

2 Q Okay.

3 A So if I did not think that it would have medically  
4 been covered, I would have, under where it says A, I  
5 would have marked "will not," and then I would have  
6 hit -- put an X next to "medically not qualified," and  
7 then I would have had to submit them a letter of  
8 noncovered with the explanation.

9 Q You submit that to the patient?

10 A The family.

11 Q Okay. And then if it said "not technically  
12 qualified," there is a blank there that says "because."

13 A Right. So I fill that in. There is not a letter  
14 that goes with the technical denial.

15 Q Does that serve as the notice?

16 A Yes.

17 Q Okay.

18 A From a technical, yes.

19 Q What about if you don't find out then, like in  
20 this case where you found out later, then how do you  
21 notify them? Or are you saying you don't have to?

22 A There's not a technical letter that I would have  
23 submitted there. I mean, this is just saying upon  
24 admission, that was what we got. I don't know how to  
25 answer it from later on.

1 Q Because usually that doesn't happen?

2 A Right. Right.

3 Q This was an unusual case for you?

4 A Extremely, yes.

5 Q So you sent no notice. You said that earlier.

6 And in your protocol and your practice of doing this,  
7 there is not a provision for sending a notice to the  
8 patient or their family that it's been discovered that  
9 Medicare denied the coverage?

10 A Um, not that I can think of, no. There are  
11 letters like the advanced beneficiary notice, but  
12 that's in advance, but --

13 Q But you didn't do that here?

14 A It did not apply to this situation.

15 Q Why didn't it apply?

16 A Because it's a technical denial. An advanced  
17 beneficiary notice is if we do not think from a medical  
18 standpoint Medicare is going to cover it, we don't  
19 think they meet the Medicare medical criteria. This  
20 was technical. So if I knew that from admission, like  
21 I said, I would have marked the technical section and  
22 explained why. If it was from admission I did not feel  
23 that they medically met it, then I would have given  
24 that letter, as the section says that I would have had  
25 to attach a letter.

1 Q So you distinguish between the medical and the  
2 technical, and if it's a technical denial, you don't  
3 have to let them know, they just keep accruing days at  
4 the regular price and they never know it until you send  
5 them a bill at the end? I mean, that's what happened  
6 here, right?

7 MR. ALLEN: I'm going to object. She's assuming  
8 she knows what they know.

9 THE COURT: Overruled.

10 THE WITNESS: As soon as we -- I'm not sure how to  
11 answer your question.

12 BY MS. INGLES:

13 Q Okay. So you don't have an answer for that.  
14 That's fine.

15 So after they sign all this admissions paperwork  
16 that you have and you're closing up your part of the  
17 file, I guess, there is no other paperwork that they  
18 have to sign or that goes out to them? Other than what  
19 we have just talked about, no other paperwork they have  
20 to come in and sign, the family and the patient,  
21 whoever?

22 A Right.

23 Q So then there's sort of the billing process or the  
24 care process starts and the billing for the care  
25 process starts?

1 A Yes, ma'am.

2 Q So Mr. Thompson had several things going on at  
3 your facility; is that right? Like he had the  
4 overnight -- the room and board, kind of custodial  
5 care, right, that he was getting, and then he was  
6 getting physical therapy; is that right?

7 A He -- yes, he was there getting therapies. Yes.

8 Q I'm sorry, what?

9 A He was getting therapy, right.

10 Q Anything else that you knew that he was getting?

11 A Not specifically.

12 Q There is a doctor, I guess, who comes in --

13 A Right.

14 Q -- and checks on them.

15 A Right.

16 Q So Medicare paid the doctor bill and the therapy  
17 bill, right?

18 A That's --

19 Q You don't know that part?

20 A That is sort of past what I'm dealing with.

21 Q All right. So it's possible, though, for both  
22 those things to be charged differently, right? Is that  
23 right? In other words, sometimes Medicare pays for the  
24 custodial care and sometimes it doesn't? As shown by  
25 this case where they didn't pay for the custodial



1 overnight stay in care, but they did pay for the part  
2 that he was getting with therapy and doctor visits and  
3 all that?

4 A I think that's not something I'm really --

5 Q Beyond your knowledge?

6 A Right.

7 Q Okay. Did you ever have any -- after the  
8 admissions process, did you yourself ever have any  
9 other conversations with Sheila Thompson?

10 A Not to my knowledge.

11 Q Okay.

12 A I don't remember.

13 Q I'm sorry?

14 A Not that I can remember.

15 Q So when you reviewed the records, would there have  
16 been something -- in other words, you have a way of  
17 noting in your records that you've talked to somebody,  
18 or is it just kind of like some of these where it's  
19 just a handwritten note on something?

20 A Right. I don't have anywhere, with that document,  
21 any conversations that I had about getting someone in.

22 Q And have your internal operations changed much in  
23 the last five years? This was in 2011. We're now in  
24 2016. Is there a different --

25 A Right. Our technology has changed. Little things

1 have changed.

2 Q So maybe now would there be more like computer  
3 records about telephone conversations?

4 A Still no document. I mean I don't. Other medical  
5 staff would, but what I do is not --

6 Q Did you yourself ever lay eyes on Wade Thompson or  
7 see him?

8 A I can't specifically remember.

9 MS. INGLES: That's all I have.

10 Your Honor, may I just check my notes for a  
11 moment?

12 THE COURT: Yes, ma'am.

13 MS. INGLES: Thank you.

14 That's all I have.

15 THE COURT: Mr. Gambrell.

16 MR. GAMBRELL: Thank you, Your Honor.

17 CROSS-EXAMINATION

18 BY MR. GAMBRELL:

19 Q Ms. Balon, you testified in your 12 to 13 years as  
20 the admissions director for NHC that the discrepancy  
21 between the phone verification with Medicare and the  
22 e-mail that you received from your corporate office was  
23 not the first time that you had seen that happen?

24 A Correct.

25 Q In your estimation, how many times has that

1 happened in the 12 or 13 years that you have been the  
2 director?

3 A Specifically, I don't know. Estimating, four or  
4 five times.

5 Q And you have also testified that you admit  
6 approximately 30-some-odd patients per month?

7 A Yes, sir.

8 Q And over 12 to 13 years, would it be fair to say  
9 that you have done over 3,000 admissions?

10 A Probably close to it, yes, sir.

11 Q And out of those rough estimate 3,000 admissions,  
12 four or five have had a discrepancy such as the one in  
13 Mr. Thompson's case?

14 A Right.

15 Q You also testified that this particular  
16 discrepancy didn't raise any red flags?

17 A Correct.

18 Q What would you consider a red flag?

19 A The last bill date that we see on here, the one  
20 that came from corporate, even seeing that, I was still  
21 able to identify a 60-day break. So I still believed  
22 that he had gotten a 60-day break and that the Medicare  
23 verification I did by phone was correct because it had  
24 already reset to the 100 days.

25 Q So a red flag would be if there was a different

1 date indicated for the last date billed in the benefit  
2 period?

3 A Uh-huh.

4 Q That would have been more of a red flag?

5 A Right. If I had seen that and then not been able  
6 to go backwards and see the 60-day break.

7 Q When you say go backwards, you testified earlier  
8 that the requirements to be admitted into your skilled  
9 nursing facility require a three-day stay from a  
10 hospital?

11 A Medicare's requirements, yes, sir.

12 Q Correct. Medicare's requirement. Is that a  
13 three-day period of stay in a hospital prior to being  
14 admitted into your facility?

15 A Three-night inpatient, yes, sir.

16 Q And so when you spoke with AnMed, they contacted  
17 you with regard to Mr. Thompson's admission?

18 A Yes.

19 Q And you received information from AnMed with  
20 regard to his stay there?

21 A (Nodding.)

22 Q Was there an initial admission date that you  
23 gleaned from your discussion with AnMed with regard to  
24 Mr. Thompson?

25 A Yes. I believe he was there four nights. I think

1 he was admitted on the 22nd.

2 Q Did your inquiry with them at that time, did you  
3 ask whether he had been admitted at any prior time  
4 before the 22nd of January?

5 A I don't recollect that conversation like that. I  
6 can't specifically remember, but --

7 Q And that would have occurred on the 26th, correct?

8 A Right.

9 Q On the 27th when you received the e-mail notice  
10 from corporate indicating that he had no days left in  
11 his benefit period, you recognized that, according to  
12 that particular note, that the last date billed was  
13 November 22nd, correct?

14 A Yes, sir.

15 Q And when you say you counted back, you started  
16 from the four days that you had information of with  
17 regard to his stay at AnMed back to November 22nd of  
18 2010. So having the Medicare verification apply, if it  
19 had a date, say, of January 7th of 2011, would that  
20 have changed your analysis of his eligibility?

21 A Yes.

22 Q And how would that have changed?

23 A Because he would not have had a 60-day break.

24 Q So when you received the notice indicating that  
25 there were no days period -- let me ask you this. In

1 the four or five cases that this happened previously,  
2 what was incorrect about the notification from your  
3 corporate office?

4 A Nothing was incorrect -- what I had seen was that  
5 the phone verification that we had done, they seen --  
6 the new benefit period had been -- we had seen that  
7 they had set them for -- it's the days. And so what we  
8 had seen is that the Medicare verification that we did  
9 by phone seemed to -- I'm looking for the right word to  
10 use with this. It seemed to be more current as far as  
11 their days, whether it was just more current where it  
12 tripped them into the new benefit period. That's what  
13 we had seen. That's what we had seen.

14 Q Okay. On the 27th when you received the notice  
15 and you saw that there was a discrepancy in the  
16 information that you received, did you call AnMed to  
17 ask them any questions with regard to confirming the  
18 date that he was admitted into AnMed prior to being  
19 admitted into your facility?

20 A No, sir.

21 Q Were you aware on the 27th or the 26th that  
22 Mr. Thompson had a stay right before the 22nd, between  
23 January 7th and January 12th, at AnMed?

24 A No, sir.

25 Q Did you ask his daughter, Sheila Thompson, with

1 regard to when he was initially admitted into AnMed?

2 A No, because the documents that I had said the  
3 22nd.

4 Q But you -- did you, after receiving the notice  
5 from corporate and seeing the discrepancy, did you  
6 contact Ms. Thompson and ask her if there was any  
7 previous stay or if there could have been any different  
8 date of admission to AnMed?

9 A No, sir.

10 Q Had you contacted AnMed or had you received the  
11 information that he had been admitted on the 7th and  
12 stayed until the 12th, would that have disqualified him  
13 on a technicality with regard to his admission into NHC  
14 on the 26th?

15 A It would have been a red flag to -- yes.

16 Q So when you received that information -- if you  
17 would have received that information on the 27th that  
18 he had a previous stay, what would you have done?

19 A Called the daughter about it.

20 Q And then what? Is there a process or procedure  
21 for handling that type of situation?

22 A There's not.

23 Q Would you have had to redo your admission  
24 documents based on that information?

25 A We would have discussed it and let her know that

1 he now did not qualify and so things were going to  
2 change.

3 Q How would things have changed?

4 A Well, he didn't -- he did not get a break in stay,  
5 then it would have been -- he would have had to pay  
6 privately.

7 Q Would you have had her re-sign the admissions  
8 document with that information changed?

9 A No.

10 Q Even though the admissions document still would  
11 have said that he would have been covered under  
12 Medicare?

13 A I don't know how to answer that question. I've  
14 never been in this situation before, so for that  
15 specific question, I don't know why we would -- I mean,  
16 the documents have to be signed before they come in.  
17 I -- I --

18 Q That was done on the 26th?

19 A Right.

20 Q So on the 27th, if you would have found out that  
21 he was not technically eligible -- you have been the  
22 director for 12 or 13 years -- what do you think you  
23 would have done?

24 A This is the first time that's happened, so I don't  
25 have an answer for you now because I would have to ask



1 and see what we do in this situation.

2 Q Okay. After you received the notice on the 27th  
3 from corporate, did you make any notation in  
4 Mr. Thompson's file with regard to the discrepancy?

5 A Other than look -- I looked at it. I would have  
6 talked to the girl that does the billing. We kind of  
7 discussed it. And it still did not bring up any red  
8 flags for us and so --

9 Q So after receiving that notice, you took no  
10 further steps to try to clarify the discrepancy between  
11 the days indicated that he had left in his benefit  
12 period and the date that you thought was the last  
13 date --

14 A I didn't feel the need to, no, sir. I felt like I  
15 had done that.

16 Q If you could turn to page -- it's marked 77 at the  
17 bottom of the admissions documents. On paragraph nine,  
18 it states, "When the center has determined that a  
19 patient is eligible for insurance benefits." After  
20 receiving that notice on the 27th, had you made the  
21 determination that Mr. Thompson was eligible for  
22 Medicare benefits?

23 A Say that again. I'm sorry.

24 Q Yes. When you received the Medicare verification  
25 reply from the corporate office on the 27th that

1 indicated that he had no full days remaining in his  
2 benefit period, did you determine anyways that he was  
3 still eligible for Medicare?

4 A We -- I was -- yes. I still thought that he  
5 had -- that that was not up to date, that the other one  
6 was up to date and he had a new benefit period.

7 Q Did you ever go back and check?

8 A No, because I felt that I had done that already.

9 Q But you did say that this was an unusual  
10 circumstance?

11 A Right.

12 Q I think your words were "extremely unusual  
13 situation"?

14 A Right.

15 Q And that didn't cause you to go back and check --

16 A Seeing days, that is not -- this whole thing is  
17 extremely unusual. Seeing the days that there was  
18 that -- I mean, I had seen it before so it just did not  
19 raise the red flags because I felt that there was an  
20 explanation for it --

21 Q So according to your testimony and the document,  
22 you had made the determination that he was eligible for  
23 Medicare?

24 A I still felt that way, yes, sir.

25 Q And to your knowledge, no one in admissions had

1 checked to verify his eligibility after you admitted  
2 him?

3 A In admissions we did that. This one, yeah. We  
4 did both of these. You mean --

5 Q I mean after you received the notice on the 27th,  
6 to your knowledge --

7 A Right, no.

8 Q -- as far as you were concerned, as the admissions  
9 director, he was eligible for Medicare insurance  
10 benefits?

11 A Right.

12 Q Even though it turns out that he wasn't, correct?

13 A Correct.

14 MR. GAMBRELL: No further questions, Your Honor.

15 MR. ALLEN: Briefly, follow-up question.

16 REDIRECT EXAMINATION

17 BY MR. ALLEN:

18 Q Please look at Exhibit 1 at page 77, paragraph  
19 nine that counsel was just talking to you about. The  
20 second paragraph underneath that first paragraph, does  
21 that say, "The fact that the center submits a claim for  
22 payment does not relieve the patient from liability for  
23 the cost of care for any days determined by the program  
24 administrators as noncovered"?

25 A Yes, sir.

1 Q Does it say that?

2 A Uh-huh.

3 Q Okay. And --

4 MR. ALLEN: That's all the questions I've got.

5 THE COURT: Okay. Anything further from this  
6 witness?

7 MS. INGLES: Not from Sheila Thompson, Your Honor.

8 MR. ALLEN: Not from this witness.

9 MR. GAMBRELL: No, sir, your Honor.

10 THE COURT: Thank you, ma'am. You can step down.  
11 We're going to take a short break.

12 (WHEREUPON, a recess was taken from 11:02 a.m.  
13 to 11:15 a.m.)

14 THE COURT: Mr. Allen, call your next witness.

15 MR. ALLEN: Thank you, Your Honor. If it please  
16 the court, we'll call Lisa Bollinger.

17 LISA BOLLINGER,

18 BEING FIRST DULY SWORN, TESTIFIED AS FOLLOWS:

19 THE CLERK: When you are seated, please give us  
20 your full name and spell your last name for the court's  
21 records.

22 THE WITNESS: It's Lisa Bollinger,  
23 B-o-l-l-i-n-g-e-r.

24 DIRECT EXAMINATION

25 BY MR. ALLEN:

1 Q Where are you employed?

2 A NHC Healthcare Mauldin.

3 Q What is your position at NHC Mauldin?

4 A I'm the business office manager.

5 Q How long have you been the business office  
6 manager?

7 A Since March 2016.

8 Q Is that as long as you have been at NHC Mauldin?

9 A No. I was hired in May 2000.

10 Q What did you do prior to that?

11 A HR orientation.

12 Q Okay. As the business office manager, what are  
13 your duties and responsibilities?

14 A I handle the financial aspects of residents in the  
15 facility, the billing.

16 Q Okay. Are you familiar with the file records on  
17 Wade Thompson --

18 A I am.

19 Q -- in this case? Okay.

20 And are you familiar with the billing records for  
21 Wade Thompson?

22 A I am.

23 Q All right. Was Wade Thompson admitted to NHC  
24 Mauldin in January 2011?

25 A He was.

1 Q His date of admission, do you know exactly when  
2 that was?

3 A January 26, 2011.

4 Q Do your records reflect that he had been at NHC  
5 Mauldin prior to that as a patient?

6 A Yes, he was.

7 Q Do you know when he was there?

8 A May 2010 until July 2010.

9 Q Was that continuous or was there a break in that?

10 A I believe it was continuous.

11 Q Okay. All right. Now, do you know, were there  
12 admission documents in his records from the prior stay?

13 A No. Once an individual leaves the facility, if he  
14 comes back, we do a new file.

15 Q Okay. But had there been admission documents from  
16 the prior stay?

17 A Yes.

18 Q Do you know who signed those?

19 A Gertrude Thompson.

20 Q Is that his wife, from your understanding?

21 A His wife, uh-huh.

22 Q Were they essentially the same admission forms  
23 that we have seen here today?

24 A The same, yes.

25 Q For their admission, how long was Mr. Thompson a

1 resident or a patient at NHC?

2 A He was admitted on January 26th, and he was taken  
3 home on the 10th of March.

4 Q Okay. Now, while he was there, did NHC provide  
5 him with skilled nursing care?

6 A Yes, 24-hour nursing care as well as therapy.

7 Q Okay. And is this different from custodial care?

8 A It is. Custodial care is just someone basically  
9 surviving, just residing in a bed. Skilled services,  
10 you have to meet through Medicare guidelines. You have  
11 to look at your projection to improvement or get back  
12 to your baseline, where he originally was.

13 Q And was Mr. Thompson brought to NHC Mauldin for  
14 purposes of rehab?

15 A For rehabilitation, yes.

16 Q All right. So did his care meet the Medicare  
17 guidelines for -- I'm sorry. Did his care meet the  
18 Medicare guidelines for skilled nursing care?

19 A Yes.

20 Q And you had mentioned some of the care received.  
21 He received therapy, I think you said?

22 A Yes. He had therapy. He had 24-hour nursing care  
23 around the clock with CNA, which is a certified nursing  
24 assistant, as well as a nurse on duty. Of course,  
25 there was doctors that would be in the facility as

1 well, physical/occupational therapy both.

2 Q Okay. Ms. Bollinger, I've handed you a document  
3 marked Plaintiff's Exhibit -- can you tell me what that  
4 is?

5 A This is a list of charges from the moment he was  
6 admitted to the facility until he went home on the 10th  
7 of March. It shows what supplies he may have used,  
8 laundry, room charges, as well as therapy charges.

9 Q Okay. All right. And were all those charges  
10 provided to him at NHC Mauldin?

11 A Yes.

12 Q Okay. Now --

13 MR. ALLEN: Your Honor, we'd move Exhibit 4  
14 admitted into evidence.

15 THE COURT: Any objection?

16 MS. INGLES: Your Honor, I do object in that I  
17 believe there are charges on here that have been paid,  
18 and those were not distinguished from what is sought to  
19 be collected in this case.

20 MR. ALLEN: And I think that's the testimony.  
21 That's not our statement of account that we're asking  
22 to recover. This is just a statement of all the  
23 charges.

24 THE COURT: I understood the request. This is the  
25 total amount of the bill. There is no testimony as to



1 who paid it.

2 MR. ALLEN: Yes, sir.

3 THE COURT: Plaintiff's Exhibit 4 would be  
4 admitted.

5 (WHEREUPON, Plaintiff's Exhibit Number 4 was  
6 admitted into evidence.)

7 MR. ALLEN: Your Honor, I did not make you an  
8 extra copy of this, but I'll have her identify it, and  
9 there may be some individual pages that we will  
10 discuss.

11 Q Lisa, I'm handing you a document marked Exhibit 5.  
12 Is that the medical records from your NHC files for his  
13 stay in January through March of 2011?

14 A It is.

15 Q All right. Are these records kept in the regular  
16 course of your business?

17 A They are.

18 Q And is it your company's regular business practice  
19 to keep and maintain these records --

20 A Yes, it is.

21 Q -- for NHC?

22 MR. ALLEN: I'd move Exhibit 5 into evidence. And  
23 I talked to counsel. Since these are medical exhibits,  
24 we're in agreement to doing some sort of  
25 confidentiality protection order since they are medical

1 records.

2 MS. INGLES: That's correct, Your Honor.

3 MR. GAMBRELL: That's my understanding also.

4 THE COURT: Plaintiff's Exhibit 5 would be  
5 admitted without objection. And that agreement is  
6 noted for the record.

7 MS. INGLES: Your Honor, would you need us to  
8 submit something in writing for the file itself?

9 THE COURT: Yes, ma'am. I would need the  
10 attorneys to circulate a little order to that effect so  
11 that that portion of the file would be sealed.

12 MS. INGLES: Okay.

13 BY MR. ALLEN:

14 Q Okay. At this time I'm going to ask you to look  
15 into Exhibit 5. You had mentioned physical -- you had  
16 mentioned therapy that he had received. Begin at page  
17 390 at the bottom going through page 433. Can you tell  
18 me what those documents are?

19 A These are the therapy minute logs as well as their  
20 daily notes. When a therapist gives care to an  
21 individual, they have to have record of it.

22 Q Okay. And, now, was he receiving both physical  
23 and occupational therapy --

24 A Yes, he was.

25 Q -- during his stay?

1 And did this therapy continue up until when?

2 A The day before he left.

3 Q All right.

4 MR. ALLEN: Your Honor, I have got separate copies  
5 of those pages.

6 THE COURT: These are all part of number 5?

7 MR. ALLEN: All part of number five, Your Honor.

8 BY MR. ALLEN:

9 Q Okay. Was Mr. Thompson discharged from NHC  
10 Mauldin because he had reached all of his goals through  
11 therapy?

12 A No.

13 Q All right. Why was he discharged?

14 A The family chose to take him home.

15 Q Okay. And did you receive instructions or were  
16 you told by someone in the family that they were going  
17 to take him from the center?

18 A Yes.

19 Q And who was that that told you that?

20 A Sheila Thompson.

21 Q Okay.

22 Q Did a physician sign off on his discharge?

23 A Yes.

24 Q I'm going to ask you to refer again in Exhibit 5  
25 to page 515. All right. Is that a copy of the

1 physician's order?

2 A Uh-huh. It's the discharge order. It is. A  
3 physician has to sign off when someone is discharged  
4 and if they need equipment or anything.

5 Q Okay. All right. And let me refer you also to  
6 pages 165 through 168. Okay. What is that document?

7 A This is what is discussed with the family member  
8 or the resident when they are leaving the facility. It  
9 discusses, you know, any equipment they may need if  
10 they are receiving any additional services such as home  
11 health as well as their medications. It just goes over  
12 their discharging.

13 Q Do you know where he was being discharged to?

14 A To the home.

15 Q Okay. All right. And did someone sign this  
16 document on behalf of the family?

17 A Yes, on page 168.

18 Q Who signed it?

19 A Sheila Thompson.

20 Q Now, I'm also going to refer you to another  
21 document in Exhibit 5, page 494. Now, what is that  
22 document?

23 A This is a Medicare certification and  
24 recertification. The therapists have to complete this  
25 when they are receiving therapy.

1 Q Okay. Is this a document by which it certifies  
2 the care he is continuing to receive that qualified for  
3 Medicare?

4 A Meets Medicare guidelines, yes.

5 Q And the last entry on here, the last  
6 recertification was dated what?

7 A 3/9/11.

8 Q And in that is it recommended that he remain in  
9 the facility for another 30 days or four weeks?

10 A Yes.

11 Q Okay. Is that signed by a physician?

12 A Yes.

13 Q All right. During this period of time prior to  
14 March the 7th, was NHC billing Medicare for the care  
15 and services Mr. Thompson was receiving?

16 A Yes.

17 Q When did you first discover that Medicare had not  
18 paid for Mr. Thompson's care?

19 A On March 7th, I was notified by home office,  
20 Jeanie Newman, who is our Medicare specialist, via  
21 e-mail. She informed me that his January claim was not  
22 going to be paid, that Medicare was not paying it.

23 Q Okay. I'm showing you a document marked  
24 Exhibit 9. Can you tell me that that is?

25 A E-mails between myself and Jeanie Newman, the

1 Medicare specialist, over a period of days discussing  
2 Wade Thompson.

3 Q And if we look back at the -- let's see, on page  
4 37 of that exhibit, the e-mail you received from Jeanie  
5 Newman, is that the notice you received?

6 A That's the notice that I received from Jeanie that  
7 Medicare was not going to pay his claim for January.

8 Q And the reason why they were not going to pay?

9 A Benefit exhaust.

10 Q What does that mean?

11 A That means that he had exhausted his benefits  
12 elsewhere. He had not had a break in service.

13 Q He had exhausted his 100-day benefit period?

14 A Uh-huh.

15 Q All right. Now, based on the information your  
16 center had at that time, did that make any sense?

17 A No.

18 Q Okay. All right. Now, after you received this  
19 e-mail, did you contact anyone in the family?

20 A No. Me and Jeanie discussed -- I did a 60-day  
21 verification. I was trying to figure out myself what  
22 was going on.

23 Q Okay.

24 MR. ALLEN: We'll move Exhibit 9 into evidence at  
25 this time.

1 THE COURT: Any objection?

2 MS. INGLES: I have no objection.

3 MR. GAMBRELL: No objection.

4 THE COURT: All right. Plaintiff's Exhibit 9  
5 would be admitted without objection.

6 (WHEREUPON, Plaintiff's Exhibit Number 9 was  
7 admitted into evidence.)

8 BY MR. ALLEN:

9 Q I'm going to show you a document marked  
10 Exhibit 10. Is this the verification you did  
11 subsequent to your e-mail from Jeanie Thompson --  
12 Jeanie?

13 A Newman.

14 A It is.

15 Q Newman, sorry. It is?

16 A It is.

17 Q Okay. All right. And this verification reflects  
18 what?

19 A It shows at that he had zero benefit days, and the  
20 last benefit period was 1/22/11 which when he was  
21 admitted to the hospital.

22 Q Okay. All right. So, now, what do you do upon  
23 receipt of this verification?

24 A I questioned Jeanie about it and told her that I  
25 was going to get in contact with the family because it

1 still didn't make any sense showing that that last bill  
2 date was his hospital date. There still, to us, showed  
3 a 60-day break.

4 Q Now, from the records -- well, y'all knew he was  
5 at NHC Mauldin in July of 2010?

6 A Correct.

7 Q And did you know where else he went after that?

8 A No.

9 Q Okay. And did you contact -- who did you contact  
10 at the family?

11 A Sheila Thompson, on the 8th.

12 Q And did you tell her what you had received?

13 A I told her that I had received notification that  
14 his benefit had exhausted. I was questioning her if  
15 she knew where he had been, and on the advice of Jeanie  
16 Newman, our Medicare specialist, to see if maybe she  
17 could contact Medicare to see if there was an error in  
18 billing.

19 Q And what did Sheila tell you?

20 A She didn't remember him going anywhere at that  
21 time.

22 Q Okay. So from the time he left NHC Mauldin in  
23 July until the time he checked into the hospital --

24 A She didn't recall.

25 Q Okay. And you had no information for that period



1 of time; is that correct?

2 A I did not.

3 Q Okay.

4 MR. ALLEN: We would move Exhibit 10 into evidence  
5 at this time.

6 THE COURT: Any objection?

7 MS. INGLES: No objection.

8 MR. GAMBRELL: No objection, Your Honor.

9 THE COURT: Plaintiff's Exhibit 10 would be  
10 admitted without objection.

11 (WHEREUPON, Plaintiff's Exhibit Number 10 was  
12 admitted into evidence.)

13 BY MR. ALLEN:

14 Q Ms. Bollinger, I'm showing you a document marked  
15 Plaintiff's Exhibit 11. Can you tell me what that is?

16 A That is my notes that I had took during -- trying  
17 to track down information. I just kind of put them all  
18 together so I didn't have to go through all the  
19 different sheets of paper that's throughout his  
20 financial file.

21 Q Okay. And let me show you another document as  
22 well marked Exhibit 12. Can you tell me what those  
23 documents are?

24 A Those are where I was jotting down notes, talking  
25 to different people. A lot of times I just put it

1 directly on here, you know, whatever is near me to put  
2 notes on. So these are my handwritten notes where I  
3 jotted stuff.

4 Q So is Exhibit 12 stuff that was incorporated into  
5 Exhibit 11?

6 A Yes.

7 Q And did you prepare Exhibit 11 sometime within  
8 that time frame of January to April or May of 2011?

9 A Yes.

10 Q And does Exhibit 11 accurately reflect your  
11 actions during this period of time and your various  
12 telephone conversations?

13 A It does.

14 MR. ALLEN: Your Honor, at this time we would move  
15 Exhibit 11 and Exhibit 12 into evidence.

16 THE COURT: Any objection?

17 MR. GAMBRELL: Did she testify that the writing on  
18 Exhibit 12 was hers also?

19 THE WITNESS: That is my handwriting.

20 MR. GAMBRELL: I don't have any objection.

21 MS. INGLES: No objection.

22 THE COURT: All right. 11 and 12 would be  
23 admitted without objection.

24 (WHEREUPON, Plaintiff's Exhibit Numbers 11 and 12  
25 were admitted into evidence.)

1 THE COURT: Now, Mr. Allen, did you put 8 in?

2 MR. ALLEN: Your Honor, 8 is another part of 5.

3 I'm sorry.

4 THE COURT: Thank you. I had a stray document. I  
5 didn't know where it went. Thank you. I appreciate  
6 it.

7 BY MR. ALLEN:

8 Q Let's look at your Exhibit 11. There on that  
9 first page, I guess page number 46, it indicates that  
10 you called Sheila Thompson on the 8th and that she  
11 indicated he had not been anywhere since July to the  
12 January hospital stay; is that correct?

13 A Uh-huh. That is correct.

14 Q All right. Now, did you call anybody else at that  
15 time?

16 A She had called AnMed to determine if he had stayed  
17 anywhere else. I advised her to call Medicare as well.

18 Q Okay. Did you also call AnMed?

19 A I did.

20 Q What did you find out from AnMed?

21 A That the only hospital stay at that point was when  
22 he was there in March of 2010, and then that's when we  
23 first found out that he had an admission in January 07,  
24 2011.

25 Q January 7th of 2011?

1 A Yes.

2 Q That's the first time you knew he had gone in  
3 before the January 22nd date?

4 A That is correct.

5 Q Okay. All right. Based on that information and  
6 what you had, was there still a 60-day break between  
7 the last time he had been in the skilled nursing  
8 facility or hospital and that January 7th admission?

9 A There was.

10 Q All right. Now, did you -- when did you next hear  
11 from Sheila Thompson?

12 A She called me back on the 8th, that day, and said  
13 she had called Medicare. They would not release any of  
14 the information to her, that she -- they were going to  
15 send her copies of the explanation of benefits that she  
16 could review, as well as she told me then that she  
17 remembered or had found out that he had been at  
18 Riverside, which is a skilled nursing facility, once he  
19 left us in July of 2010.

20 Q Okay. And did she give you some dates for the  
21 stay at Riverside?

22 A She did. August 20, 2010, through September 13,  
23 2010.

24 Q Okay. So he left your facility. Do your notes  
25 reflect when he left your facility in July?

1 A It was the latter part of July 28, 2010.

2 Q So from July 28th until he went to Riverside,  
3 that's not a 60-day break; is that correct?

4 A That is correct.

5 Q All right. He was at Riverside until  
6 September 13, 2010?

7 A Huh-uh.

8 Q All right. Is there still a 60-day break from  
9 that date until he went into the next facility, which  
10 you understood was AnMed?

11 A Yes.

12 Q All right. Did you explain that situation to  
13 Ms. Thompson and asking her again why -- why there  
14 was -- why Medicare was saying there was no break?

15 A Yes. She still did not recall any.

16 Q Okay. Now, the next time you talked to  
17 Ms. Thompson was on the 15th of March; is that correct?

18 A Well, we spoke on the 8th discussing the discharge  
19 and then on the 15th after I had spoke with Medicare.

20 Q When you were discussing the discharge, what was  
21 discussed?

22 A When she couldn't explain where anything was and  
23 we couldn't find out where the benefits were, she was  
24 going to decide to take him home.

25 Q Was that a decision you made or she made?

1 A She made.

2 Q Was he welcome to stay at your center as a private  
3 pay patient?

4 A He was.

5 Q Do you have private pay patients at your center?

6 A We do.

7 Q Did you continue thereafter trying to follow up  
8 with Ms. Thompson to see where the 60-day break  
9 occurred or did not occur?

10 A Yes. I called a couple of times asking if she had  
11 received the Medicare EOB yet.

12 Q Now, at this point in time, she removed  
13 Mr. Thompson from the center?

14 A Yes.

15 Q Had y'all billed him yet for the care?

16 A No. No.

17 Q Why hadn't you billed him for the care yet?

18 A Because we're still trying to determine if he had  
19 that 60-day break in case Medicare billed in error or  
20 somebody billed in error off his I.D.

21 Q And at this time were you still in contact with  
22 your Medicare specialist at the home office?

23 A I was.

24 Q And your messages to her and her responses to you  
25 were contained in the e-mail messages that are

1 Exhibit 9; is that correct?

2 A They are, yes.

3 Q Okay. And were you telling her what you were  
4 finding out from Ms. Thompson --

5 A As I spoke with -- uh-huh.

6 Q All right. I believe the next time you talked to  
7 Ms. Thompson was on March the 21st; is that correct?

8 A That's correct.

9 Q All right. And did she have any further  
10 information about where he had been?

11 A No. I actually gave her information where I had  
12 called Medicare and Medicare talked to me as a provider  
13 and informed me that he was at Carolina Behavioral  
14 Health, so that's when I contacted her and asked her  
15 about that time frame.

16 Q All right. And the information you got was that  
17 he was at Carolina Behavioral from what period of time  
18 to what period of time?

19 A October 4, 2010, to November 22, 2010.

20 Q Okay. All right. And when you mentioned that to  
21 her, what was her response?

22 A "Oh, yeah. I did have to put him there."

23 Q Okay. So with that amount -- with those dates of  
24 care put in, the January 7 first admission to AnMed  
25 Hospital, had there been a 60-day break from the time

1 he left your center on July 28th until the time he  
2 reentered your center on July 26th?

3 A No, there was no break.

4 Q All right. And did you discuss that situation  
5 with Ms. Thompson?

6 A I did.

7 Q All right. And what was her response?

8 A I told her that we were going to have to bill him  
9 privately at that point, and she informed me that there  
10 was no money.

11 Q Okay. Why, during this period of time he was not  
12 at your center since March the 10th, when he left your  
13 center, so from March 10th for the next several weeks,  
14 you were continuing to try to figure out the Medicare  
15 situation; why he didn't qualify for benefits there?

16 A Yes.

17 Q Or why were his benefits exhausted. Why were you  
18 continuing to do this?

19 A As a courtesy to the family because, I mean,  
20 everything that we had showed that he had had a 60-day  
21 break.

22 Q Okay. All right. I'm showing you a document  
23 marked Exhibit 13. What is that?

24 A That's just an outline of his stay that I had  
25 found out during that time frame from the time that he



1 went to the hospital per Medicare on March 25, 2010,  
2 when that benefit started until he discharged NHC  
3 Mauldin on March 10, 2011.

4 Q Is this a compilation of the information you  
5 discovered based on your conversations with AnMed and  
6 with Medicare and with Ms. Thompson?

7 A That's correct.

8 Q All right. Now, at the time of admission, did  
9 your company have any of this information?

10 A No.

11 Q All right. You knew he had been at your center  
12 until July 28th?

13 A Correct.

14 Q Okay.

15 MR. ALLEN: Your Honor, at this time we'd move  
16 Exhibit 13 into evidence.

17 THE COURT: Any objection?

18 MS. INGLES: Your Honor, I would object just to  
19 lack of foundation on when this was done. I didn't  
20 hear her say when she did this.

21 MR. ALLEN: Okay.

22 MS. INGLES: Wrote this out.

23 MR. ALLEN: Okay. If I may, Your Honor?

24 THE COURT: Lay some more foundation for it.

25 BY MR. ALLEN:

1 Q Ms. Bollinger, when was this document prepared?

2 A It was prepared at the same time I was doing the  
3 notes and going through the records, so it was a little  
4 while after he left.

5 Q Okay. So were you putting things in and leaving  
6 blanks as you were --

7 A Right, as I was trying to find the trail, uh-huh.

8 Q All right.

9 A And, again, it's just where I put it all together  
10 so I didn't have to search through my notes.

11 Q So this would have been prepared between that  
12 March and April/May time frame of 2011?

13 A Uh-huh, yes.

14 Q Is that correct?

15 A Yes.

16 Q And is all this your handwriting?

17 A It is except for the bottom, I'm sorry, where  
18 "Gertrude Thompson" was written. That is our  
19 administrator's handwriting.

20 Q So other than that Gertrude --

21 A All the above.

22 Q -- all that above is yours?

23 A Yes.

24 MR. ALLEN: Your Honor, at this time we'd submit  
25 Exhibit 13 into evidence.

1 MS. INGLES: I would ask that she identify who the  
2 administrator is that wrote on it.

3 THE WITNESS: Deborah D. Dobson.

4 MS. INGLES: Is she currently?

5 THE WITNESS: She is currently the administrator.

6 MR. GAMBRELL: Judge, I would just ask, is this  
7 being offered as to her knowledge of when she believes  
8 that Mr. Thompson was admitted and not that he was  
9 actually admitted?

10 MR. ALLEN: Yes.

11 THE COURT: I believe the testimony was this is  
12 what she found out from various sources in her  
13 investigation. This is her compilation. That's my  
14 understanding of the testimony. Is that correct?

15 MR. ALLEN: That is correct, Your Honor.

16 THE COURT: All right.

17 MR. GAMBRELL: If it's just based on her belief, I  
18 don't have any objections.

19 THE COURT: I believe that's what she testified  
20 to.

21 So 13 would be admitted.

22 (WHEREUPON, Plaintiff's Exhibit Number 13 was  
23 admitted into evidence.)

24 BY MR. ALLEN:

25 Q Now, look at the entry in the middle of your page.

1 That stay at Riverside, that -- I guess that's the one  
2 that Ms. Thompson had told you about; is that correct?

3 A That's correct.

4 Q All right. That stay from 8/20 to 9/13/10 was how  
5 many days?

6 A 24 days.

7 Q All right. Now, with that stay, did that stay  
8 result in an exhaustion of the benefit days for that  
9 benefit period?

10 A Yes.

11 Q That totaled 120 -- I'm sorry, 100 days based on  
12 the earlier Riverside and the two NHC Mauldin stays; is  
13 that correct?

14 A Yes.

15 Q All right. And it appears from the information  
16 that you obtained that he was taken out of Riverside at  
17 that time?

18 A Yes.

19 Q All right. Were there other things that you tried  
20 to do to lessen the impact on Mr. Thompson or his  
21 family regarding the charges for his stay at NHC?

22 A Yes.

23 Q What --

24 A He -- you have different forms of Medicare.

25 There's A, B, C and D. Medicare B is used for

1 outpatient doctors, labs, x-rays. Since he did not  
2 qualify for his Medicare benefits under part A, we were  
3 able to bill his therapy under his Medicare part B.  
4 They did pay for that as well as the secondary portion  
5 that you have left over was billed to his Mutual of  
6 Omaha which covered that. He did have a prescription  
7 drug plan so he wasn't charged original costs for the  
8 medication. He was only charged the copays that they  
9 required an individual to pay.

10 Q So you were able to get those charges covered and  
11 paid; is that correct?

12 A That is correct.

13 Q Ms. Bollinger, I'm showing a document marked -- I  
14 believe it's Exhibit 14.

15 A Yes.

16 Q Is that a current statement of the account for  
17 Mr. Thompson?

18 A It is.

19 Q All right. And is this after credit for the items  
20 that you were able to get billed through Medicare part  
21 B and through the Medicare part D?

22 A It is.

23 Q Okay. And so what is the balance due on this  
24 outstanding account for the services your firm  
25 provided?

1 A 8,869.32.

2 Q All right. Has any portion of that balance been  
3 paid?

4 A No.

5 Q All right. Now, I believe that a -- was a payment  
6 made at or about the time of admission?

7 A Yes. A 30-day advance for the private room was  
8 made because Medicare only covers a semiprivate. So if  
9 an individual wants to go into a private room, they  
10 have to pay the difference between the semiprivate and  
11 a private room. And a 30-day advance was paid.

12 Q And this statement of account, Exhibit 14, that  
13 has given credit for that 30-day advance that was paid,  
14 correct?

15 A Yes, uh-huh.

16 Q Now, the charges that were made to Mr. Thompson on  
17 the statement of account, are those reasonable charges  
18 for the value of the services your firm provided?

19 A Yes.

20 Q All right. Now, according to your documents, did  
21 NHC actually admit Wade Thompson at the request of  
22 Sheila Thompson?

23 A Yes.

24 Q And did she sign the admitting documents for it?

25 A Yes.

1 Q Now, from your file documents, does it appear that  
2 Mr. Thompson was competent while he was a patient at  
3 NHC?

4 A Yes.

5 Q I'm going to again ask you to refer to Exhibit 5.  
6 That's the big stack. I guess before I ask you the  
7 question on that, I don't know if I did this, but I  
8 move Exhibit 14 into evidence.

9 THE COURT: Any objection?

10 MR. ALLEN: The statement of account.

11 MS. INGLES: No objection, Your Honor. And,  
12 actually, I think we did not move Plaintiff's Exhibit 1  
13 into evidence.

14 MR. ALLEN: You mean Defendant's.

15 MS. INGLES: Defendant's, I'm sorry, into  
16 evidence. And I'd like to go ahead and do that now if  
17 there's no objection.

18 MR. ALLEN: That's fine.

19 THE COURT: So Defendant's Number 1 and  
20 Plaintiff's Number 14 would be admitted without  
21 objection.

22 (WHEREUPON, Defendant's Exhibit Number 1 was  
23 admitted into evidence.)

24 (WHEREUPON, Plaintiff's Exhibit Number 14 was  
25 admitted into evidence.)

1 BY MR. ALLEN:

2 Q Okay. In Exhibit 5, look at page 597. And what  
3 is this document?

4 A This is a signed document from our physician  
5 saying that Wade Thompson was competent on 2/8/11 for  
6 means of healthcare.

7 Q Is this a regular, a normal practice?

8 A Normal practice, it is.

9 Q And look now at pages 442, 443.

10 A These are called BIMS or brief interview of mental  
11 status. It's when the social worker interviews a  
12 resident to see where they may score as far as being  
13 competent or not.

14 Q All right. And based on this document, what was  
15 Mr. Thompson's score?

16 A It was a 14.

17 Q And what category does that fall into?

18 A Cognitively intact.

19 Q All right. Now, look at page 446. Oh, let me ask  
20 you this first. What date was that?

21 A February 2, 2011.

22 Q Okay. Look at page 446. Is this part of that  
23 same document or an additional document?

24 A It's an additional document.

25 Q And who fills this out?



1 A Again, the social worker does the assessment with  
2 the resident.

3 Q It's showing the BIMS store at the top; is that  
4 correct?

5 A Yes.

6 Q And under decision-making, which box is checked?

7 A "Independent decisions, consent, reasonable."

8 Q "Decisions consistent, reasonable"?

9 A "Consistent," I'm sorry, yes.

10 Q All right. Now look at page 447 and 448. Is this  
11 another BIMS interview?

12 A It is.

13 Q All right. It appears to be done by the same  
14 social worker; is that correct?

15 A It is.

16 Q Is the score the same as it was prior?

17 A It was.

18 Q All right.

19 MR. ALLEN: Your Honor, at this time we'd move  
20 exhibit -- well, never mind. It's part of Exhibit 5.

21 MS. INGLES: This is Exhibit what?

22 MR. ALLEN: It's part of Exhibit 5.

23 MS. INGLES: I have no objection as long as all  
24 the other records that indicate the opposite are  
25 admissible on that entire page.

1 THE COURT: He's already put in all of them.

2 MS. INGLES: Okay.

3 THE COURT: All the records.

4 BY MR. ALLEN:

5 Q Okay. Ms. Bolinger, I'm going to refer you now to  
6 Defendant's Exhibit 1. What are these?

7 A These are the hospital conversations between our  
8 admissions department and the hospital.

9 Q Where did these records come from?

10 A From AnMed.

11 Q All right. So these were not records prepared by  
12 NHC Mauldin --

13 A No.

14 Q -- is that correct?

15 All right. Looking at the entry on January 26,  
16 2011, the second entry down on the first page, does  
17 that say, "Let patient know that he is going for rehab  
18 and he is pleased"?

19 A Yes.

20 Q "Transferred to NHC of Mauldin via MedShore per  
21 daughter"; is that correct?

22 A Yes, uh-huh.

23 Q All right. Let me refer you back now to  
24 Exhibit 14, the statement of account. Can you show me  
25 on there where the initial payment that was made for

1 the extra private pay, where that is credited?

2 A It's the second line. Says, "Payment received  
3 January 22, 2011," that's the receipt number, the  
4 "31099, for \$630."

5 Q \$630, okay. And there are -- I notice there's  
6 something marked out down here, 3/1/11 to 3/28 or  
7 29/11. What is that and why is that marked through?

8 A Our UNIX system, which is the NHC system,  
9 sometimes when you're doing the statements, it will put  
10 a charge on twice. So I was taking that charge off  
11 because it was on there at one other spot, which is on  
12 page two.

13 Q Okay. That's the February charges?

14 A Yes. I'm sorry.

15 Q The prior month adjustment, the second line, \$714  
16 credit, what is that?

17 A That is the private room difference. With the  
18 UNIX system at NHC, any charge the individual receives,  
19 it goes on. It can't correct itself until the  
20 following month. So it was originally billing him the  
21 private room difference, so it's backing it off and  
22 giving him the credit for that to recharge for the  
23 private pay status.

24 Q So that was the difference in the private room for  
25 some period of time?

1 A January through February.

2 Q And he is instead being charged the full amount  
3 for the private room?

4 A That is correct.

5 Q Okay. Is it your understanding that in this  
6 action that Mr. Thompson and Sheila Thompson are both  
7 taking the position that he was not competent between  
8 January and March of 2011?

9 A Yes.

10 Q All right. And is it also your understanding that  
11 they are both taking the position that she was not  
12 authorized to act on his behalf to admit him into NHC?

13 A Correct.

14 MS. INGLES: Objection, Your Honor. That is a  
15 misstatement of our position.

16 MR. ALLEN: I'm just asking if that's her  
17 understanding.

18 THE COURT: Overrule the objection.

19 MR. ALLEN: Thank you, Your Honor.

20 Q During your -- you had a number of conversations  
21 with Sheila Thompson from March the 8th until when?

22 A Latter part of March.

23 Q Okay. And during your several conversations that  
24 you had with Sheila Thompson prior to this action, did  
25 she ever indicate to you or claim to you that Wade

1 Thompson was incompetent between January and March of  
2 2010?

3 A No.

4 Q All right. Or 2011, I guess.

5 A No.

6 Q Okay. I'm sorry. I got the years mixed up.

7 During any of these conversations, did she ever  
8 indicate to you that she had not been authorized to  
9 admit him into your center?

10 A No.

11 Q All right. During any of these conversations, did  
12 she ever refer you to anybody else to talk to about  
13 Wade Thompson's account or his care?

14 A No.

15 Q Was she the only person with the family that you  
16 talked with regarding Wade Thompson's account?

17 A Yes.

18 Q Prior to the filing of the counterclaims in this  
19 action, during any of these conversations with Sheila  
20 Thompson, had she ever claimed to you that NHC had  
21 discharged Mr. Thompson?

22 A No.

23 Q Did she ever claim to you that NHC had wrongfully  
24 discharged Mr. Thompson?

25 A No.

1 Q Did she ever claim to you that NHC had claimed  
2 that he had reached his full potential in his therapy?

3 A No.

4 Q All right. Let me refer you back to -- well, let  
5 me ask you this: Did she ever say anything to you  
6 about Medicaid?

7 A She did. During the time frame we were  
8 discussing, she was talking about trying to get with  
9 the Medicaid caseworker at AnMed. She was trying to  
10 get documents for her to see if he might qualify for  
11 Medicaid.

12 Q Okay. All right. And to your knowledge, has he  
13 ever qualified for Medicaid?

14 A No. The last time I discussed anything, they had  
15 not received the documentations they needed.

16 Q All right. If he had qualified for Medicaid, that  
17 would have provided for means for payment of your bill?

18 A Yes.

19 Q I'm showing you a document marked Plaintiff's  
20 Exhibit 16. Is that a copy of the check where the  
21 advanced payment for 30 days for the private room  
22 difference was made?

23 A Yes.

24 Q All right. And I believe that check is dated the  
25 date he was admitted; is that correct?

1 A Yes.

2 Q And who signed the check?

3 A Sheila Thompson.

4 Q And on whose account is the check drawn?

5 A Wade and Gertrude Thompson.

6 Q And Gertrude is his wife?

7 A Yes.

8 Q And this is the \$630 that was credited back on the

9 account?

10 A That's correct.

11 Q All right. Anybody else's signature on that

12 check?

13 A No.

14 Q Do you believe Wade Thompson is liable for this

15 account debt?

16 A I do.

17 Q All right. Do you believe that Sheila Thompson is

18 also liable on this account debt?

19 A I do.

20 Q Are you familiar with Medicare regulations

21 regarding billing and payments?

22 A I am.

23 Q All right. The skilled nursing services that NHC

24 Mauldin provides, are they generally covered by

25 Medicare?

1 A Yes.

2 Q And do they have a requirement that it be preceded  
3 by a three-day hospital stay?

4 A Three-night hospital inpatient stay.

5 Q And if he had benefit days remaining in his  
6 benefit period, would these services have been covered?

7 A Yes.

8 Q I think you heard Jennifer talk about the 100-day  
9 benefits and the 60-day break and all of that?

10 A Uh-huh.

11 Q You, of course, know about that?

12 A I do.

13 Q Is the fact that a patient has exhausted his  
14 benefit period, is that a ground for issuing an ABN or  
15 advanced beneficiary notice?

16 A It is not.

17 MS. INGLES: Objection, Your Honor. That calls  
18 for a legal conclusion and it's leading.

19 THE COURT: Rephrase your question.

20 BY MR. ALLEN:

21 Q Okay. Do you understand what an advanced  
22 beneficiary notice is?

23 A I do.

24 Q All right. And can you tell us just generally  
25 what it is?



1 A It's issued when an individual is not medically  
2 qualified for Medicare skilled benefits.

3 Q Can you give me an example of not medically  
4 qualified?

5 A If they're not receiving -- skilled services, like  
6 I said before, is something where someone is going to  
7 improve or get back to baseline. So it doesn't cover  
8 custodial care which, again, is someone that basically  
9 is just residing in the facility.

10 Q Okay. All right. And you said ABN is given if  
11 they do not medically qualify?

12 A That is correct.

13 Q If -- is the exhaustion of the 100-day benefit, is  
14 that a medical qualification?

15 A No. That's a technical denial.

16 Q All right. If he had not preceded his nursing  
17 home stay by a three-night hospital stay, would that  
18 have been a medically qualified exclusion?

19 A No. That is a technical.

20 Q All right. Now, in the case of the technical  
21 exclusions such as those, would an ABN be required?

22 A No. ABN is only issued for medical.

23 Q All right. Was an ABN required to be issued to  
24 Wade Thompson or Sheila Thompson at the time of his  
25 admission to NHC?

1 A No.

2 Q All right. Were the services that you were going  
3 to provide for him medically qualified for coverage  
4 under Medicare?

5 A Yes.

6 Q Was an ABN required when you received the notice  
7 that Medicare had denied or failed to pay his claim?

8 A No, because an ABN is only medical.

9 Q All right. But you did call Sheila and tell her?

10 A I did.

11 MR. ALLEN: At this time, we would move Exhibit 16  
12 into evidence.

13 THE COURT: Any objection?

14 MS. INGLES: The only objection I have, Your  
15 Honor, is we had said that the checking account number  
16 was marked out, but I see it on the check itself. It's  
17 still there. So I would ask that that be --

18 THE COURT: Redact the account number.

19 MS. INGLES: Redact the account number and routing  
20 number.

21 MR. ALLEN: That would be fine.

22 MR. GAMBRELL: No objection, Your Honor.

23 THE COURT: Okay.

24 MR. ALLEN: Do you want me just to take it out  
25 with a pen? I'll do that.

1 MS. INGLES: That's okay by me.

2 MR. ALLEN: I've got most of the account number  
3 out. I think that's the routing number right there. I  
4 don't know what that last number is, but I'll take that  
5 out, too.

6 MS. INGLES: The ones by bottom of the check. I  
7 think you took it off the bank statement.

8 THE COURT: Number 16 would be admitted with that  
9 redaction.

10 (WHEREUPON, Plaintiff's Exhibit Number 16 was  
11 admitted into evidence.)

12 MR. ALLEN: Thank you, Your Honor.

13 MR. ALLEN: Your Honor, I believe that's all the  
14 questions I've got. I think I moved all the evidence  
15 in that we had marked during this period of time. Some  
16 of these had been premarked, but they are included in  
17 Number 5, so they don't need to be admitted again.

18 THE COURT: It's 12:15. I have a matter I need to  
19 deal with so I'm going to break for lunch now. We'll  
20 start at 1:30.

21 Ma'am, you are still under oath. You may not  
22 discuss your testimony with anyone while you're out at  
23 lunch.

24 THE WITNESS: Yes, sir.

25 THE COURT: Okay. So we'll resume back at 1:30.

1 (WHEREUPON, recess taken from 12:15 p.m.  
2 to 1:30 p.m.)

3 THE COURT: We were in Ms. Bollinger's testimony.  
4 If you will come back around.

5 Cross-examination.

6 MS. INGLES: Thank you, Your Honor.

7 CROSS-EXAMINATION

8 BY MS. INGLES:

9 Q Ms. Bollinger, so Mr. Thompson was in the hospital  
10 a lot, wasn't he, in 2010?

11 A It appears, yes.

12 Q According to your list, looks like he was in the  
13 hospital, from March through when he came to your  
14 facility, every month except for December?

15 A That's correct. He was somewhere, uh-huh.

16 Q Okay. And you said that he was competent --

17 A I said that's --

18 Q -- from your review of the records?

19 A That is correct.

20 Q So I'm going to review those records with you here  
21 in a moment, but I want to go back to your testimony  
22 right before we took a break where you said that you  
23 were trying to find out something about this Medicare  
24 denial, calling around, calling Medicare about the  
25 hospital stays and so forth. That was in March, right?

- 1 A It was.
- 2 Q And you didn't know until March that there had  
3 been a denial of coverage; is that correct?
- 4 A That is correct, when his January billing came on  
5 through.
- 6 Q Was there anybody else in between when Jennifer  
7 Balon knew and when you knew, was there anybody else at  
8 NHC --
- 9 A No.
- 10 Q -- who knew?
- 11 A No.
- 12 Q Okay.
- 13 A Because I'm the only billing person.
- 14 Q Okay. And you said that you were trying to find  
15 out about these hospital stays and get this coverage  
16 for Mr. Thompson as a courtesy to the family, I believe  
17 your words were?
- 18 A That is correct.
- 19 Q Okay. But the notes show that and I think you  
20 testified that Medicare would not talk to Ms. Thompson,  
21 but they would talk to you --
- 22 A They talked to me as a provider, that is correct.
- 23 Q Because NHC is a provider?
- 24 A That is correct.
- 25 Q Can you tell me why NHC did not do that on

1 January 27th of 2011 when the verification came back  
2 that there was no coverage?

3 A I cannot because I didn't handle that.

4 Q So nobody did anything about --

5 A Again, I didn't handle that.

6 Q -- notifying the family; is that right?

7 A I didn't handle that, so no.

8 Q To your knowledge, nobody did anything about  
9 notifying the family?

10 A That is correct.

11 Q And you say that NHC was not required to notify  
12 the family?

13 A I said we were not required to issue an ABN.

14 Q Are you required to notify the family when there  
15 is a denial of coverage?

16 A Once we locate it, yes, and once we find out.

17 Q Which would have been January 27th?

18 A No, not necessarily.

19 Q Well, what's your Medicare specialist people for?

20 A They do the actual billing. They submit the  
21 billing. At that time we did not have a system at a  
22 facility level when we submit billing, so they actually  
23 submit the billing and can go into the Medicare  
24 information where we could not at a facility level.

25 Q So if there had been a denial of coverage under

1 that in written notice and Ms. Balon had double-checked  
2 on that and discovered that, in fact, coverage was  
3 being denied, would you have -- would NHC policy be to  
4 contact the family?

5 A If we had found that out, he never would have been  
6 admitted probably.

7 Q He was already admitted, wasn't he?

8 A We didn't find out until the next day about that  
9 part. So, yes, we would have notified the family  
10 immediately.

11 Q And you don't have any explanation for why that  
12 wasn't done?

13 A I didn't handle that part, so no, I can't give you  
14 an explanation.

15 Q Would you agree with me that that should have been  
16 done?

17 A Based off the information that we had and was  
18 given, there was nothing that led to it that we needed  
19 to notify anybody.

20 Q Really? Okay. So you didn't need to notify this  
21 patient who you say was competent that his Medicare  
22 coverage was not paying for the next six weeks of --

23 A We had no idea they weren't paying until March.

24 Q But you had the means of knowing, didn't you?

25 A No. Everything that we had showed that he had a

1 break, so we didn't find out anything until March 7th  
2 when his claim was denied by Medicare. That's the  
3 first occasion we had, and that's why I, as a courtesy  
4 to the family, tried to track down where he had been.

5 Q Wouldn't it have been a courtesy to the family to  
6 let them know this second verification came saying this  
7 was no coverage?

8 A Again, at that point we did not think there was  
9 any red flags because of the information we were given  
10 from the hospital.

11 Q Okay. So the only time that you talked to Sheila  
12 Thompson was in March; is that right?

13 A That is correct.

14 Q Okay. So you had no other contact with her  
15 leading up until then?

16 A Except for sending out statements, past due  
17 statements, but no verbal conversations.

18 Q When would the statements have gone out?

19 A The first of the month.

20 Q Okay. And I believe you have entered into  
21 evidence a May statement and an August statement; is  
22 that right?

23 A They're -- the only one that I saw is this one  
24 that's dated August 10th.

25 Q Okay. So during -- while he was there at your



1 facility, there was no billing done?

2 A She would only receive for private room difference  
3 is the only billing unless he went to the beauty shop.  
4 Since she paid the advance, the bill would have already  
5 given her a credit toward -- because there's only  
6 28 days in February. So that would have been the only  
7 billing she would have received is for the private  
8 room.

9 Q And you would have done the billing?

10 A Yes.

11 Q And so as the billing office or, I believe -- what  
12 did you say your title was?

13 A Business office manager.

14 Q Business office manager. You would not  
15 double-check the Medicare coverage?

16 A We do on the 60th day. We rely on the admission  
17 department to do the initial. And then on the 60th day  
18 of admission, that is the verification that I had ran  
19 because that's what the business office managers put  
20 out is a 60-day. Of course, that was done prior to the  
21 60 days because we were in question.

22 Q That was done on March 7th?

23 A Correct.

24 Q So really your 60-day to verify was really  
25 reverifying a denial?

1 A No, not necessarily.

2 Q Yeah, it was. It was a denial.

3 A It was never a denial.

4 Q Sure it was.

5 A He exhausted his benefits. He still had

6 eligibility, he just had exhausted his benefit.

7 Q So they were denying coverage --

8 A At that particular --

9 Q -- because of the exhaustion of the benefits?

10 A That's correct.

11 Q Okay. And you said that didn't make sense. I

12 think you said in your own testimony that that did not

13 make sense that he had exhausted his benefits?

14 A It didn't based off the information we had

15 received.

16 Q Do you have the March 7th verification there?

17 A I do.

18 Q Now, you said in Plaintiff's Exhibit 3, which is

19 the January verification, I believe you testified that

20 the last date billing benefit period showed 11/22/10 on

21 that one. Let me show it to you.

22 A Yes. This is the original. Last bill date is

23 11/22.

24 Q So that verification in January showed that he had

25 had a hospital stay in November, didn't it?

1 A No. Medicare bills. It doesn't necessarily mean  
2 that's a hospital stay. That just means the last bill  
3 date that something was billed to Medicare. We have no  
4 way of knowing if it was hospital, facility,  
5 outpatient, home health, doctor visit. We just know  
6 the last time somebody billed Medicare for him was  
7 November 22, 2010.

8 Q So since the coverage was denied, would you not  
9 look at that date?

10 A Again, there is a 60-day break between that date  
11 and the date he went into the hospital.

12 Q How come y'all get to overrule Medicare?

13 A We're not overruling Medicare. We're going by the  
14 Medicare guidelines.

15 Q You're overruling the Medicare decision and  
16 saying, "We just didn't think that was right, what they  
17 said." That's really what you're saying, isn't it?

18 A No.

19 Q What are you saying?

20 A I'm saying that based off the information that we  
21 had at the time, we thought he had all of his benefits.  
22 Unfortunately, we didn't receive all the information at  
23 the beginning of his stay, so.

24 Q How do you know that? You didn't talk to Sheila  
25 Thompson until March.

1 A I receive the financial file when Jennifer is  
2 done. Anything that's done comes straight to me.

3 Q But you didn't talk to Sheila Thompson until  
4 March?

5 A No, I did not.

6 Q So you don't know what that conversation was?

7 A No, I do not.

8 Q So when you were doing your billing, were you  
9 billing Medicare?

10 A The Medicare specialist bills Medicare from the  
11 home office. They submitted the claim.

12 Q She's not here?

13 A She's no longer with the company. She's retired.

14 Q So when you do your reverification, the 60-day  
15 reverify, that is done when coverage was actually  
16 verified, which it wasn't here; is that right?

17 A I'm sorry, could you repeat that again?

18 Q The coverage here was not verified because you had  
19 two competing notices. You had the telephone notes,  
20 and then you had what your corporate office sent that  
21 said there's no coverage; is that right?

22 A It's not that there's no coverage, there's just no  
23 benefit days. There is a difference between the two.

24 Q No benefits available?

25 A Uh-huh.

1 Q Okay. So no coverage?

2 A That's correct.

3 Q But, yet, you still sent bills to Medicare?

4 A Medicare was submitted the bill for January, yes,  
5 because our indication was that he had his benefits.

6 Q Well, really your indication was that he didn't.  
7 Your corporate office indicated to you that there were  
8 no benefits available.

9 A Our corporate office sent the sheet stating that  
10 there was no days available but yet a last bill date of  
11 November 22, 2010.

12 Q And nobody called them and asked them to  
13 double-check that, did they?

14 A Again, the information that we received.

15 Q Well, I'm talking about what your office did, what  
16 NHC did when they got information that this stay was  
17 not going to be paid for.

18 A That was March 7th when I found out that this  
19 stay -- and I called Sheila the very next morning after  
20 I had already started trying to track down days.

21 Q But nobody in your company did anything in January  
22 when the corporate office sent you the notice that this  
23 was not going to be paid for by Medicare? Nobody did  
24 anything?

25 A Again, this doesn't say it's not going to be paid

1 by Medicare. It says that he does not have any days  
2 available. It doesn't state that it's not going to be  
3 covered by Medicare.

4 Q I think that does state that it's not going to be  
5 covered by Medicare. It says zero days.

6 MR. ALLEN: I'm going to have to object.  
7 Argumentative.

8 THE COURT: Sustained.

9 BY MS. INGLES:

10 Q Now, okay. So you found out this wasn't going to  
11 be paid for by Medicare, did you say March 8th?

12 A March 7th.

13 Q Then you said you called Sheila the next day?

14 A That is correct.

15 Q And so Mr. Thompson was discharged March 10th?

16 A She took him home on March 10th, yes.

17 Q Not before you found out but after?

18 A Correct.

19 Q And did you review -- I mean, did you have  
20 anything to do with the discharge itself?

21 A No. I don't normally handle discharges.

22 Q So when you talk about how the discharge came  
23 about, that was not anything that you had anything to  
24 do with?

25 A Only with conversations through Sheila that she

1 was going to take him home. Now, as far as the  
2 equipment being ordered, medications, physician signing  
3 off, no.

4 Q So when you say Sheila made a decision about  
5 discharging him, which form would that be?

6 A We don't issue a form when a patient or a family  
7 decides to take a patient out on their own.

8 Q So there is not a discharge note that says the  
9 family took him home?

10 A Not that I'm aware of, no. The discharge  
11 paperwork just shows that he was returning home with  
12 home health and what equipment was ordered.

13 Q Now, you said that your experience with Medicare  
14 regulations, are you -- is that right?

15 A I have had experience, yes.

16 Q And that's just from your on-the-job experience or  
17 training or what would you say?

18 A Both.

19 Q Okay. And your experience and training is just  
20 related to the billing or is it related to all of  
21 the --

22 A We have to know some of the guidelines in order to  
23 know how to bill and which to bill.

24 Q So is that -- so when something unusual like this  
25 happens, and I think you and Ms. Balon have pretty much

1 testified this was unusual, do you go to the  
2 guidelines, the regulations and figure out what to do?

3 A Yes. We have a manual that we look at as well.  
4 And we have, you know, the CMS guidelines through  
5 Medicare.gov.

6 Q Did you do any of that yourself?

7 A No, because it wasn't required at this instance  
8 because it was an exhaust. It wasn't a medical denial.  
9 And that's in the manual about the ABN, so.

10 Q Okay.

11 A That's something that is a continuation. When you  
12 have been in the business that long, you know the  
13 difference between when something is supposed to be  
14 issued.

15 Q And how about appeals like provider appeals,  
16 patient appeals --

17 A Sure. There's two different kinds of appeals.  
18 One on the Medicare explanation of benefits that the  
19 family member or the patient receives talks about  
20 appeals. If they feel that a Medicare claim should  
21 have paid and it did not. So that's up to the family  
22 member, if they take that step or not. I think they  
23 have 120 days according to that Medicare explanation of  
24 benefits. The other appeal is if it's a noncoverage  
25 letter which means medically they do not meet it, and



1 we are issuing that letter because medically they no  
2 longer meet Medicare skilled guidelines. We have to  
3 give a 48-hour notice, and in that time the family  
4 decides if they want to appeal.

5 Q Okay. But their appeal would have had to be in  
6 January, wouldn't it?

7 A It would have been when a letter was issued if a  
8 letter was issued due to medical. And if they had the  
9 Medicare explanation of benefits, they would have  
10 received that before. So they would have had that  
11 opportunity, too, because that's listed on there.

12 Q And your bill went to Gertrude Thompson. That's  
13 Mr. Thompson's wife, correct?

14 A That's who the billing was listed as. The first  
15 contact was Sheila Thompson.

16 Q And was that because Gertrude had checked him in  
17 the previous time; is that why her name was on the  
18 billing?

19 A I don't enter the initial information. That's  
20 entered through admissions.

21 Q And is there a reason that NHC has not sued  
22 Gertrude as the wife of Mr. Thompson?

23 A Well, Mr. Thompson received the services and  
24 Sheila, she signed the contract as well as signed the  
25 check. That would lead us to believe that she was

1 financially able to do that.

2 Q But she's not responsible for it under your  
3 contract?

4 A Well, she did sign for the check which gave us  
5 indication that she was financially able to do so.

6 Q So you want her to pay for it because she's  
7 financially able?

8 A That she's financially directing his funds. If  
9 she was able to sign the check, that would indicate to  
10 us that she has access to his account and able to  
11 direct his funds. If he received the services, then  
12 she should be able to pay the bill directed under  
13 because that was -- he received the services.

14 Q Well, what about his wife?

15 A She wasn't listed as first contact. Sheila was.  
16 Nor was I directed by Sheila to contact her mother.

17 Q Does first contact mean you're responsible for the  
18 bill?

19 A No. First contact is the person we contact first,  
20 which I did, which was Sheila. Sheila did not tell me  
21 at any time to contact her mother, so that's why I  
22 spoke with Sheila.

23 Q But you would have only contacted her mother if  
24 she said to?

25 A If her mother would have signed the contract and

1 her mother was listed as second -- I mean, I'm sorry,  
2 first, we would have contacted her. But in this case  
3 Sheila was listed. And, again, like I said, she signed  
4 the check so that gave us indication that she was  
5 handling some financial.

6 Q Okay. Well, let's look at Plaintiff's Exhibit 1  
7 one more time where it discusses on page 74. And it  
8 clearly says there at the bottom when it talks about  
9 the legal representative, that they're not financially  
10 responsible.

11 A You're talking about the last paragraph; is that  
12 where you're talking?

13 Q Yeah. It says --

14 A Or above it? Well, it says, "The legal  
15 representative was authorized to accept the patient's  
16 finances." By her signing the check, that gave us  
17 indication that she was able to deal with his finances.  
18 So if she was directing them properly, if she was able  
19 to sign the check.

20 Q So y'all just made a lot of assumptions about  
21 this, didn't you? That was an assumption?

22 A No.

23 Q You just assume because she wrote a check and had  
24 check signing authority on her mother and father's  
25 account --

1 A She didn't indicate any different.

2 Q Does that mean she's responsible for the entire  
3 bill?

4 A She didn't indicate any different.

5 Q You're trying to hold her responsible for the  
6 entire bill?

7 A I'm holding her responsible because she signed the  
8 contract as a legal representative and she signed the  
9 check on an account that didn't have her name on the  
10 check, so we assumed because, again, we're going by the  
11 family, that she had responsibility or had access to  
12 the account.

13 Q Okay. What's the -- you said it's 120 days to  
14 appeal a decision?

15 A That's what some Medicare -- I'm sorry,  
16 explanation of benefit. It would be on the second  
17 page. That's something the family members would  
18 receive. That's not something we have the appeal with.

19 Q But as a provider, you can also appeal?

20 A As a provider, they can appeal if we issue the  
21 noncover. As to our -- we could not provide -- we  
22 couldn't appeal Medicare unless we could prove that  
23 something was billed incorrectly by someone else  
24 because we didn't have any further information. We  
25 can't appeal a technical denial like that.

1 Q Tell me what you mean when you say "issued the  
2 noncover."

3 A A noncovered letter is issued after someone is in  
4 the facility and they no longer meet medical criteria.  
5 So we issue a noncover letter stating that they will no  
6 longer meet medical criteria. It gives them 48 hours  
7 to call a third party which is KEPRO. KEPRO is the  
8 third-party company for Medicare that is in the middle  
9 between, again, Medicare and the provider to review the  
10 medical chart and determine if an individual meets  
11 medical criteria. Again, that is all for medical.  
12 There is nothing for technical.

13 Q Okay. So look at Exhibit 14 for me if you have it  
14 up there. It's your statement of charges. Exhibit 14  
15 is your statement which was sent to Gertrude Thompson,  
16 but you have not named her in this lawsuit?

17 A No.

18 Q Okay. So the fact that she was on there as the  
19 person to send the statement to didn't indicate to you  
20 that she had any responsibility as signing the contract  
21 as the check did with Sheila Thompson?

22 A Again, the initial admission information was  
23 inputted into the computer. I just viewed the computer  
24 as first contact as to who to contact.

25 Q Right. But when you were deciding to sue somebody

1 over this, you made a decision not to sue Gertrude?

2 MR. ALLEN: I'm going to object to the extent  
3 they're getting into attorney-client discussions.

4 THE COURT: I'll overrule your objection, allow  
5 her to ask the question about what this witness knows.

6 However, you cannot ask about any conversation  
7 between this witness and her attorney.

8 BY MS. INGLES:

9 Q So are you familiar with the decision to not  
10 include Gertrude Thompson in this lawsuit?

11 A No.

12 Q You don't have any information on that?

13 A Huh-uh.

14 Q You said that the charges on Exhibit 14, you made  
15 the statement in your testimony that those were  
16 reasonable charges?

17 A Yes.

18 Q And what do you base that on? Is that because  
19 that's what y'all's charges are?

20 A No. We do a market analysis for the area  
21 depending on different nursing home facilities.

22 Q And are your charges above or below that?

23 A I don't do that so I can't answer that.

24 Q So you really can't say whether or not they're  
25 reasonable charges, can you?

1 A For the services received, in my opinion, yes,  
2 they are.

3 Q That's your personal opinion, though, not the  
4 opinion of your employer?

5 A I don't set the rates. They do.

6 Q So, again, the statement that you made about those  
7 being reasonable charges is your personal opinion?

8 A Well, Medicare would have paid the rate if they  
9 would have. So if Medicare is going to cover it as a  
10 contracted, that would probably mean that they're  
11 reasonable.

12 Q Well, they would have paid it if the benefits  
13 hadn't been exhausted?

14 A That's correct.

15 Q You mentioned the UNIX system. What was that?

16 A That's just the NHC system.

17 Q How do you spell that?

18 A U-N-I-X.

19 Q I was close.

20 A It's just our software program.

21 Q That you do your billing with?

22 A That actually goes between us and home office.  
23 They did the Medicare billing. I do not do Medicare  
24 billing at a facility level.

25 Q Okay.

1 A Because there's so many centers that it's easier  
2 for them to do that.

3 Q All right. Now, I think you have got the big  
4 stack there of the medical records?

5 A Uh-huh.

6 Q And what's the exhibit number there?

7 A Five.

8 Q Okay. Exhibit 5. Now, you said that you had  
9 reviewed the records, and in your opinion, Mr. Thompson  
10 was competent?

11 A I reviewed the records, the financial, and I did  
12 look at some of the medical. And based off what is  
13 listed in here by the physician, he was listed as  
14 competent, yes.

15 Q So you're really just basing that on that one  
16 sheet of paper where the one doctor said competent?

17 A That and the social services BINS.

18 Q And that was in February?

19 A That was.

20 Q Let's look at some of the other pages there in  
21 Exhibit 5. I want to -- let me just ask you, did you  
22 review all the medical records in anticipation of  
23 coming here today?

24 A No.

25 Q So some of these you might not have reviewed?



1 A No --

2 Q But are you -- you've said that these are the  
3 records that your company has kept in the ordinary  
4 course of business --

5 A That's correct.

6 Q -- on this patient.

7 So let's look at page 171. It says he has  
8 dementia, doesn't it?

9 A It does, but that doesn't necessarily mean  
10 someone's not competent. There's different levels of  
11 dementia.

12 Q Look at page 302. Says he has dementia?

13 A Again, dementia has different levels.

14 Q But it says he has dementia, right? Yes or no?

15 A I am still looking over it. If you can give me  
16 just a moment, please. And you're seeing this where?  
17 On 302?

18 Q On 302, yeah.

19 A Says he's at risk for developing.

20 Q Would you hand that page to me. Excuse me. Okay.  
21 It says "ALZ." Says he has Alzheimer's. My mistake.

22 ALZ is your abbreviation for Alzheimer's, right?

23 A It is.

24 Q So page 302 says he has Alzheimer's. Let's look  
25 at page 359. That is page 13 of his care plan from

1 January 26, 2011.

2 If you review that and tell me does that not say  
3 he has Alzheimer's?

4 A It does.

5 Q Now, page 373. That is page 12 of his care plan  
6 from February 14th of 2011. And does that say he has  
7 Alzheimer's?

8 A It does.

9 Q And refer you to page 438. And that is your  
10 respiratory therapy screening form which also refers to  
11 a diagnosis of Alzheimer's, correct?

12 A It does.

13 Q Page 446. Also an Alzheimer's diagnosis on  
14 February 2, 2011?

15 A Again, like I said, there's different levels, and  
16 his score is 14 --

17 Q But yes or no, does it say he has Alzheimer's?

18 A It does.

19 Q I understand your statement about the difference.  
20 And that's page?

21 A 446.

22 Q Okay. And let's look at page 450, which is nurses  
23 notes, which also mentions dementia; is that correct?

24 A I'm reading. Says from dementia.

25 Q Let's look at page 452, nutritional assessment

1 report, February 2, 2011. Says he has Alzheimer's?

2 A Yes.

3 Q Okay. Now, page 481 was a report from the  
4 neurologist because he was having tremors, and that  
5 report indicates that possibly the dementia is Lewy  
6 body disease?

7 A Yes, that's what it states.

8 Q Again, reporting dementia?

9 A Dementia is a possibility is what it says.

10 Q Okay. How about 484? Doesn't that also mention  
11 Alzheimer's? Doesn't it?

12 A Yes, I see it at the bottom.

13 Q Page 488 also mentions Alzheimer's. I believe is  
14 dated March 10th?

15 A 488?

16 Q Which is when he was discharged.

17 A Did you say page 488?

18 Q 488.

19 A That looks like it's dated 2/14. Page 488 at the  
20 top?

21 MS. INGLES: Your Honor, can I approach and look  
22 at that?

23 THE COURT: Yes, ma'am.

24 BY MS. INGLES:

25 Q Under A, it says "Alzheimer's dementia"?

1 A I was talking about the date that you were  
2 questioning.

3 Q That's right. I'm sorry. 2/14/11?

4 A Right, but you said March.

5 Q Okay. You're right. It's 2/14/11. Let's look at  
6 page 501, the diagnostic list dated January 27, 2011,  
7 the day after he was admitted. Alzheimer's is on that  
8 list, too, isn't it?

9 A Yes.

10 Q And then let's look at the diagnostic list on page  
11 504, which I believe is dated March 21, 2011. Also  
12 mentions Alzheimer's as a diagnosis?

13 A Yes.

14 Q So throughout the records it's clear he has  
15 dementia and Alzheimer's?

16 A Yes.

17 (WHEREUPON, Defendant's Exhibit Number 2  
18 was marked for identification.)

19 BY MS. INGLES:

20 Q Handing you what's been marked Defendant's  
21 Exhibit 2. And that is a letter from NHC to  
22 Ms. Thompson on May 23rd, 2011, from Deborah Dobson?

23 A Yes.

24 Q I believe you testified she is still the  
25 administrator at NHC?

1 A Yes, ma'am.

2 Q And this letter -- you're familiar with the  
3 letter, right?

4 A Uh-huh.

5 Q Did you provide the information that went into  
6 this letter?

7 A It came from the financial file.

8 Q What does that mean, it came from the financial  
9 file?

10 A The financial file where the admission agreement,  
11 that's where she got the information from.

12 Q So you're saying Deborah Dobson wrote this letter  
13 herself. She didn't discuss it with you?

14 A I didn't write it, huh-uh.

15 Q But you're familiar with it?

16 A I have seen it, yes.

17 Q And does that reflect what you found in the  
18 records?

19 A I'll have to reread it.

20 Q Okay.

21 A Because, again, I didn't write it.

22 Yes.

23 Q Okay. To your knowledge, from reviewing the  
24 business records there, is this the first time anything  
25 was sent to Ms. Thompson or Mr. Thompson or anybody in

1 writing about what had happened?

2 A Again, I didn't write that, so I didn't send  
3 anything.

4 Q Are you aware of anything else that was sent in  
5 writing?

6 A No.

7 Q I think you said y'all aren't required to send any  
8 information about a technical denial?

9 A Well, that had already been discussed. This is  
10 after that.

11 Q Well, I realize when it was. I'm saying was this  
12 the first written document that NHC issued, really the  
13 only one, that notified the patient or the patient's  
14 family about the coverage problem here?

15 A The only thing that I issued was the statements.  
16 I can't speak on behalf of all of NHC.

17 Q Okay. But you agree with this information here?

18 A Yes.

19 Q Okay.

20 MS. INGLES: Your Honor, I'd offer that as  
21 Defendant's Exhibit 2.

22 THE COURT: Any objection?

23 MR. ALLEN: No objection, Judge. Just a note. I  
24 think the letter refers to certain attachments that are  
25 not attached. But other than that, that's fine.

1 THE COURT: All right. Defendant's Exhibit 2  
2 would be admitted without objection.

3 (WHEREUPON, Defendant's Exhibit Number 2 was  
4 admitted into evidence.)

5 BY MS. INGLES:

6 Q Now, in your capacity as having reviewed the  
7 records, did you review the potential patient's  
8 signature list in this file, page 98?

9 A No.

10 Q You wouldn't have relied on that in any way?

11 A No.

12 Q Do you know what that document is?

13 A I would have to look at the actual document, but I  
14 believe it's --

15 Q Page 98 in the big stack of your records there.

16 A 98?

17 MR. ALLEN: What page number?

18 MS. INGLES: Page 98.

19 THE WITNESS: In Exhibit 5?

20 MS. INGLES: Yes.

21 THE WITNESS: It starts at 160.

22 MS. INGLES: Excuse me?

23 THE WITNESS: It starts at page 160.

24 BY MS. INGLES:

25 Q I'm sorry. Then let me give you a copy of page

1 98.

2 Were you familiar with that?

3 A It's an admission paper.

4 Q So you're not really familiar with that one?

5 A Huh-uh.

6 Q But you made some assumptions about Sheila  
7 Thompson's signature?

8 A In which aspect are you referring to?

9 Q Well, you said you assumed that because she signed  
10 as legal representative, that made her responsible for  
11 the bill.

12 A That and the check, yes.

13 Q That and the check, right. Okay. So this is  
14 dated January 26, 2011. And it says, "There's no  
15 guardian or third party official appointed to act on  
16 behalf of the patient"?

17 A It doesn't say there's no POA listed, though.

18 Q Right. The rest of it isn't even completed?

19 A Again, this is upon admission.

20 Q Admission document, not completed. Okay.

21 I'd offer that as Defendant's Exhibit 3.

22 THE COURT: Any objection?

23 MR. ALLEN: No objection.

24 THE COURT: Defendant's Exhibit 3 will be admitted  
25 without objection.



1 (WHEREUPON, Defendant's Exhibit Number 3 was  
2 admitted into evidence.)

3 BY MS. INGLES:

4 Q When did you review the admission paperwork, in  
5 March?

6 A No. She gives me the file when she's completed  
7 it. It's usually one to two days after.

8 Q And tell me about what you do with it at that  
9 point.

10 A We go through -- we being the business office  
11 part -- we look and make sure she's done a Medicare  
12 verification, that it is correct. We go by her  
13 insurance verification where if they have a secondary,  
14 and that's basically all that billing is looking for.

15 Q And then you mentioned we were talking about the  
16 UNIX system is how you communicate with the home  
17 office. Is that something you get information from the  
18 home office through?

19 A We have e-mail through that, yes. But we do the  
20 input of the information.

21 Q So would you have gotten this notice that came  
22 January 27th, the day after he was admitted --

23 A It comes to admissions.

24 Q -- that says benefits were exhausted?

25 A It comes to admissions, so it would have been in

1 the financial file when I would have received it.

2 Q It would have been?

3 A Yes.

4 Q Okay. And so do you remember seeing that?

5 A Well, that's my handwriting at the bottom of it  
6 where I was trying to track down days. So, yes, I did  
7 see that.

8 Q When you were trying to track down dates, when was  
9 that, March or January?

10 A That was March when I was trying to track down  
11 days.

12 Q So when you first got the file in January, you  
13 didn't look at that?

14 A Yes. We would have questioned if there was a  
15 break, and there was a break. From the last bill date.  
16 We always have to look at the last bill date even  
17 though there's zero days and we had a 60-day break  
18 based off the information that we had available.

19 Q But there really wasn't a 60-day break. And you  
20 were able to find that out in March by doing a little  
21 bit of phone calling, but you did not do that in  
22 January. Nobody did that in January? Yes or no?

23 A No information was given to us.

24 Q Nobody did that, did they?

25 A No information was given to us.

1 Q It's a yes or no question. Nobody did in  
2 January --

3 A I can't speak for the admission --

4 Q Let me finish my question. Nobody -- you agree  
5 nobody did in January what you so thoroughly did in  
6 March?

7 A Not that I have record of.

8 Q Yes or no -- okay. Not that you have a record of.

9 MS. INGLES: That's all I have, Your Honor.

10 THE COURT: Mr. Gambrell.

11 MR. GAMBRELL: Thank you, Your Honor. May it  
12 please the Court.

13 CROSS-EXAMINATION

14 BY MR. GAMBRELL:

15 Q You testified that several days after admission,  
16 you received the admission file from the admission  
17 office?

18 A A couple of days usually is the turnaround time.

19 Q Does that file also contain admission paperwork  
20 from the previous hospital that the patient was being  
21 admitted to?

22 A No. Usually they do not keep that paperwork  
23 because once a bed is accepted, they don't have to keep  
24 that. Medical records receives their own medical  
25 information from the hospital that goes into the chart.

1 Q So the only person who would have reviewed that  
2 would have been admissions?

3 A That is correct.

4 Q And you indicated before that at the time of  
5 admitting that NHC had no indication that there was an  
6 issue with regard to the 60-day stay?

7 A That's correct.

8 Q I'm going to hand you what's been marked as  
9 Plaintiff's Exhibit 17.

10 MR. GAMBRELL: May I approach, Your Honor?

11 THE COURT: Yes, sir.

12 MR. GAMBRELL: Your Honor, page two at the bottom  
13 of the page, the document reads, "PPD was placed during  
14 previous preadmission and read on January 11, 2011."  
15 Do you know what a PPD is?

16 A It's a TB test.

17 Q Is that something that would have been done at the  
18 hospital?

19 A Yes. It has to be placed prior to coming into the  
20 facility.

21 Q Prior to coming to what facility?

22 A To a skilled facility, NHC.

23 Q I see. With the information that you had from  
24 this document, it states that he was admitted to AnMed  
25 on January 22nd?

1 A Again, I don't get this. I wouldn't have seen  
2 this document.

3 Q Is it your understanding that Mr. Thompson was  
4 admitted into AnMed on January 22nd?

5 A Yes, because he had to have the three-night  
6 hospital stay.

7 Q So if you were to have read that a PPD was placed  
8 during a previous admission and read on January 11th,  
9 you would agree that January 11th comes before  
10 January 22nd?

11 A I do..

12 Q Okay. So what, if any, conclusions would you draw  
13 from that remark?

14 A That he was hospitalized prior to that.

15 Q Prior to?

16 A The 22nd. January 22nd.

17 Q And would that have changed your analysis as to  
18 whether the Medicare verification reply received on the  
19 27th regarding the last date billed and benefit period  
20 being November 22nd?

21 A Yes, because he wouldn't have had a 60-day break.

22 Q That would have caused you to inquire further?

23 A Yes. We would have contacted -- I would have  
24 contacted the family at that point because it's turned  
25 over to me immediately to start questioning.

1 Q In your opinion, do you believe that admissions  
2 should have contacted the family?

3 A If she received this document, I mean, but I can't  
4 speak if she received it or not.

5 Q Thank you.

6 You don't deny that this was the notes that were  
7 sent from AnMed to NHC on the 26th?

8 A I can't deny or confirm either way. I don't know  
9 because I don't see the hospital notes.

10 Q When you received the March 7th e-mail that  
11 indicated that there were no remaining full days in the  
12 benefit period, you acted on that rather quickly?

13 A I did.

14 Q And you were concerned because it indicated to you  
15 that Mr. Thompson had no remaining days that he was  
16 eligible for?

17 A That's correct.

18 Q And, in fact, I believe you either testified or  
19 your notes reflect that either that day or the very  
20 next day you called AnMed Hospital?

21 A I did.

22 Q And they were able to confirm to you that  
23 Mr. Thompson had a stay there from January 7th through  
24 January 12th?

25 A They did.

1 Q And that would be consistent with him having a PPD  
2 that was placed during his previous admission and read  
3 on January 11, 2011?

4 A It would have been.

5 Q So within a day of you receiving or the same day  
6 of you receiving a notification from your home office  
7 indicating that there were no full days remaining in  
8 the benefit period, you were able to verify that the  
9 information received on January 27th was incorrect?

10 A It was the next day that I called AnMed, so it was  
11 the 8th. But, yes, because I called AnMed and they  
12 told me about the January 7th admission.

13 Q Right. And that sort of comports with the  
14 information on that March 7th notice that says that the  
15 last bill date -- last date billed was January 22nd?

16 A Well, that was his hospital admission, so I still,  
17 until they told me, did not know about that, the 7th  
18 admission.

19 Q Are these the types of notes and forwarding  
20 information that a hospital would send to NHC during an  
21 admissions process?

22 A Again, I don't see those notes as well. They  
23 don't normally put the hospital notes in there. I do  
24 know if they are looking for a bed and if they have  
25 availability, yes, I can answer that part of it. But

1 as far as detail notes, I don't know what they actually  
2 receive.

3 Q When you informed Sheila Thompson with regard to  
4 Mr. Thompson's ineligibility for benefits, what were  
5 Mr. Thompson's options at that point?

6 A Well, I told her we needed to find out what was  
7 going on, and I explained that Medicare is denying due  
8 to exhaust, as I was advised by Jeannie Newman, our  
9 Medicare specialist. And I basically was trying to  
10 find out where he had been because we honestly did not  
11 think that he had had his break.

12 Q If it were determined if NHC did determine that he  
13 was not eligible for the benefits, what are his options  
14 at that point?

15 A We contact the family. We give them the option of  
16 him staying or he would be converting to private pay if  
17 we knew at that point he was not eligible.

18 Q And then I think you testified that on the 10th is  
19 when Ms. Thompson discharged Mr. Thompson?

20 A She took him home.

21 Q So they ultimately chose the latter, to provide  
22 care for him at home?

23 A That's correct.

24 Q Do you know if he would have been eligible for any  
25 of the physical or occupational therapy services at his



1 home?

2 A He was set up for home health, according to the  
3 discharge paperwork. Now, if he received it, I cannot  
4 answer that.

5 Q Is that the same types of services he would have  
6 received at NHC?

7 A No. Home health is a little different. A  
8 therapist comes out and a nurse, and they evaluate them  
9 to get them acclimated to their home versus in a  
10 facility where we're doing it. So it's not as often,  
11 it's not as much. Where we're looking at them every  
12 day, they're coming in at different times.

13 Q And that would have been his options on the 27th  
14 had NHC determined that he was not eligible for  
15 coverage?

16 A Home health or private pay.

17 Q And so when he was given the choice in March, he  
18 chose home health?

19 A That's what they go home with, yes.

20 Q Right. Let me ask you this: Had these notes been  
21 available to the admissions staff, would you still  
22 agree that there was no indication that the last bill  
23 date indicated on the January 27th e-mail would have  
24 been mistaken?

25 A No. If she had those admissions, if it states

1 that it's 1/11, she would have realized.

2 Q That there was some indication --

3 A There was an indication, uh-huh, because that  
4 would have stopped the 60-day break from the November  
5 22nd date.

6 Q And at that point Mr. Thompson would have had the  
7 option to stay and self-pay or he could have gone home?

8 A Correct.

9 Q Thank you.

10 THE COURT: Any redirect?

11 MR. ALLEN: I think just briefly, Your Honor.

12 REDIRECT EXAMINATION

13 BY MR. ALLEN:

14 Q Ms. Bollinger, you had mentioned the 60-day  
15 reverify?

16 A Yes, sir.

17 Q The thing that you would send to the home office  
18 to ask them to reverify the Medicare benefits. Why do  
19 you do that as a general rule around 60 days?

20 A Because usually Medicare pays 30 to 45 days behind  
21 for most providers. So by that point, that's when most  
22 bills are hitting and we can determine if somebody has  
23 had a stay that we haven't been notified about.

24 Q And in this case you sent that reverification  
25 request on March 7th when you learned from your

1 Medicare specialist that Medicare had denied payment of  
2 the January bill?

3 A That's correct.

4 Q So you actually sent it prior to the 60-day  
5 reverify?

6 A Correct.

7 Q Ms. Ingles went through a number of single pages  
8 in your medical records there asking you about some  
9 diagnoses. Now, those names she referred to, did they  
10 list a number of different symptoms or diagnoses that  
11 Mr. Thompson had at the time?

12 A Yes.

13 Q And did any of these single pages make any finding  
14 as to his competence?

15 A No.

16 Q Based on your experience in your facility, is  
17 Alzheimer's -- if someone has a diagnosis of  
18 Alzheimer's and dementia, does that mean they're  
19 incompetent?

20 A No.

21 Q And he would refer -- I'm sorry. Mr. Gambrell was  
22 referring you to an exhibit that I don't think has been  
23 entered into evidence -- I'm sorry, it has been entered  
24 in as Defendant's Exhibit 1, the notes from AnMed  
25 Hospital, correct?

1 A Yes.

2 Q Now, are those documents, Defendant's Exhibit 1,  
3 wherever it is, are those documents in your medical  
4 records?

5 A No, not that I'm aware of.

6 Q Okay. All right.

7 MR. ALLEN: That's all I have.

8 THE COURT: Anything further from this witness?

9 MR. ALLEN: Not for this witness.

10 MS. INGLES: Nothing for the defendants, Your  
11 Honor.

12 MR. GAMBRELL: Nothing.

13 THE COURT: Thank you, ma'am. You may step down.

14 MR. ALLEN: Your Honor, the only remaining item we  
15 would tender to the court are the plaintiff's requests  
16 for admissions and the defendants' responses to those  
17 requests.

18 THE COURT: Okay. What number is that?

19 MR. ALLEN: Number 20.

20 THE COURT: Any objection?

21 MS. INGLES: No objection.

22 MR. GAMBRELL: No objection.

23 THE COURT: So Plaintiff's Exhibit Number 20 will  
24 be admitted without objection.

25 (WHEREUPON, Plaintiff's Exhibit Number 20 was

1 admitted into evidence.)

2 THE COURT: Does the plaintiff rest?

3 MR. ALLEN: Yes. That's the plaintiff's case,  
4 Your Honor.

5 THE COURT: Okay. All right.  
6 Defense ready?

7 MS. INGLES: Yes, sir, Your Honor. First I'd like  
8 to make a motion for directed verdict as to my client,  
9 Sheila Thompson. I don't think there was any evidence  
10 at all that she's in any way responsible for this bill,  
11 by contract or otherwise. But the complaint, the  
12 amended complaint in this case, raises a number of  
13 causes of action in which it uses, you know, the word  
14 defendants plural so it seems that they -- could  
15 possibly all be as to her, so I'd like to go through  
16 those.

17 The first cause of action seems to just be sort of  
18 a statement of account, breach of contract-type action.  
19 There was no evidence that Ms. Thompson signing the  
20 admission documents, contracts as legal representative  
21 made her responsible for the charges. In fact, the  
22 contract itself says the legal representative does not  
23 incur financial liability by signing as legal  
24 representative.

25 And the second cause of action seems to be one for

1 unjust enrichment. And I don't think there's been any  
2 evidence that my client, Sheila Thompson, the daughter  
3 of Wade, was in any way unjustly enriched by her  
4 father's stay at NHC. As to Mr. Thompson's, that may  
5 be another question, but there is a contract, and I  
6 think unjust enrichment would be a situation where  
7 there's no contract.

8       The third cause of action is basically one for  
9 fraud, and that's a pretty high burden with clear,  
10 cogent and convincing evidence, and there's been no  
11 evidence that my client committed any kind of fraud,  
12 made a material misrepresentation, you know, that was  
13 relied on by NHC. In fact, no representation that she  
14 made was shown to be false.

15       In the cause of action that says that -- that the  
16 representation she made was that she was authorized by  
17 Wade Thompson or by law to act on his behalf in making  
18 arrangements for his admission into the plaintiff's  
19 facility. And, in fact, she's his daughter. Under the  
20 Adult Health Care Consent Act, she can certainly sign  
21 him into a facility. I think the testimony was that  
22 that's usually how people get signed in is by a family  
23 member, legal representative. There was no other box  
24 checked like a power of attorney or anything like that.  
25 So her representing, even if she did represent that she

1 was authorized by him, which clearly he was not in a  
2 position to authorize anybody to do anything. He had  
3 Alzheimer's and, you know, was being transferred to  
4 a -- from a hospital to NHC. And I just don't think  
5 any of the other requirements of fraud are met.

6 Certainly there was no false representation. She  
7 signed as legal representative, and she has the right  
8 to do that under the Adult Health Care Consent Act. So  
9 that's by law. There's no misrepresentation there.  
10 And they accepted it. They did not rely on her for  
11 paying anything. And I think, in fact, the testimony  
12 was that they thought just by virtue of her signing the  
13 contract and writing a check on behalf of her parent  
14 who had Alzheimer's somehow makes her responsible for  
15 that bill, and I think that's just clearly not the case  
16 and would not be warranted here. They would have to  
17 have knowledge of, even if she had said that she was  
18 authorized by her dad, which there's been no evidence  
19 that she said that. The only evidence is that she  
20 signed as his daughter, as they requested, with them  
21 filling out all the paperwork. So there was no  
22 knowledge of falsity.

23 Did she intend for them to rely on her  
24 representing that she had the right to sign under the  
25 Adult Health Care Consent Act? There's been no proof

1 that she intended that. Did they rely on that?  
2 There's no boxes checked that they made any  
3 determination about what particular level of authority  
4 that she had. There was, obviously, no documents that  
5 were provided. Doesn't sound like they even asked for  
6 any documents. So, again, there's no -- it has to be  
7 false, and there's nothing false about her signing this  
8 contract as legal representative.

9 Then there has to be like a consequent and  
10 proximate injury. The injury here to NHC is there was  
11 no Medicare coverage. It has nothing to do with who  
12 had authority to sign anything. There just wasn't any  
13 coverage. So what really happened is they messed up  
14 and did not pay attention to the information that they  
15 got from Medicare and just sort of overruled Medicare.  
16 And so there was no evidence that they relied on a  
17 representation by Ms. Thompson that she had some  
18 authority to sign this document. That didn't make  
19 Medicare say no coverage. It had nothing to do with  
20 who signed the contract. So that's all I have on the  
21 fraud.

22 And there is a fourth cause of action which seems  
23 to be a negligent or false -- says false  
24 misrepresentation, saying that she had a duty of care  
25 to communicate truthful information, and they referred



1 to the aforesaid false representation which was, as  
2 they stated here, her representation that she was  
3 authorized to act on his behalf.

4 So I would ask for a directed verdict as to my  
5 client, Ms. Thompson, on those -- on that basis.

6 THE COURT: All right. Mr. Allen.

7 MR. ALLEN: Your Honor, we believe that the motion  
8 to dismiss or for directed verdict should be denied.

9 First, the complaint alleges that the defendants  
10 admitted Wade Thompson into the facility and that they  
11 agreed to pay the charges. The allegations actually  
12 state a claim. The document, the admission document,  
13 clearly said that she had the authority by law or from  
14 Mr. Thompson to check him into this facility. She was  
15 acting as his agent in so doing. If she did not have  
16 that authority, then she's acting as an unauthorized  
17 agent and would be liable on the contract.

18 In the request for admission, we had asked the  
19 defendant, both Mr. Thompson and Sheila Thompson, to  
20 admit that she had the authority from Wade Thompson to  
21 check him into that facility and that her checking him  
22 into that facility would be as effective as him  
23 checking himself in. Both of those were denied. We  
24 asked Sheila Thompson to admit that she signed the  
25 admission document saying she denied that, and then

1 stated that she put her signature on it but that  
2 doesn't have any meaning.

3       So we think that we've got an action stated here.  
4 In addition, the fact that she clearly handled finances  
5 for Mr. Thompson by that one check that was submitted  
6 and the document itself states that if she handles his  
7 finances that she can be liable for failing to apply  
8 his resources to payment of the bill, which again  
9 clearly happened because no payment of the bill has  
10 actually been made.

11       Now, I will point out here that we had requested  
12 back in October of last year production of documents,  
13 particularly account records, and checked to show who  
14 was handling his financial affairs. The response to  
15 our request for production was received not this past  
16 Friday but the Friday before that, and we got only the  
17 one check. They objected to the rest of it as being  
18 overbroad, overburdensome, or whatever it is. They  
19 have got the records that show who's handling his  
20 account. They have not provided it to us as we have  
21 requested and as we would have a right to see. And,  
22 therefore, the fact that now they claim that one check  
23 doesn't mean anything, well, that's the only check they  
24 have given us. And that's the only document that we've  
25 got. We have certainly got enough there to proceed on

1 this claim.

2 On the quantum meruit claim, the same thing  
3 applies. It's atypical of justice to say that they can  
4 deny authority or deny that one has authority to check  
5 another into the facility but then claim that we have  
6 got to decide whether we're going to sue on contract or  
7 quantum meruit. We can clearly sue on both of them and  
8 ask for relief on an alternative basis.

9 On the fraud and the negligent misrepresentation  
10 claims, these claims have clearly been stated, and they  
11 have also been -- there's evidence in the record to  
12 prove that the elements exist for which we can recover  
13 on those. The testimony was that if she had not signed  
14 this agreement, then he wouldn't have gotten checked  
15 in. They are denying authority for her to check him  
16 into this facility on this basis, and so, you know,  
17 without which we wouldn't have checked him in. Now our  
18 damage clearly is the fact that not only have we not  
19 been paid or not only have we not been paid by  
20 Medicare, we haven't been paid by anybody, and both of  
21 the defendants are running for cover.

22 Ms. Thompson essentially is saying, "I'm not  
23 responsible because I only signed as a legal  
24 representative." I have no liability for payment.  
25 Mr. Thompson is defending on the basis that, "I didn't

1 authorize anybody to check me in." Surely that can't  
2 be the result, and therefore we believe we're entitled  
3 to proceed on these claims and actually obtain  
4 judgment.

5 THE COURT: Well, as counsel is aware, on a  
6 directed verdict motion, I have to consider the  
7 evidence that's been presented in the light most  
8 favorable to the nonmoving party, and I find there is  
9 sufficient evidence for this to proceed, and I'm going  
10 to deny your motion at this time, Ms. Ingles.

11 Let's take a short break, and then we'll proceed  
12 with the defense case.

13 (WHEREUPON, a recess was taken from 2:39 p.m.  
14 to 2:49 p.m.)

15 THE COURT: Is the defense ready to proceed?

16 MS. INGLES: Yes, sir.

17 MR. GAMBRELL: Your Honor, first, I hate to  
18 interrupt. There was just one issue with regard to the  
19 guardian that he wanted to bring up to the court.

20 THE GUARDIAN: I've got a matter back at the  
21 office at 4:30, if I can manage to handle it. It's a  
22 real estate closing. I'm not needed to testify, as far  
23 as I've been told, and would ask the court to be  
24 dismissed if the court would allow. I don't have  
25 anything to offer as far as the issues. I'm familiar

1 with Mr. Thompson's current condition.

2 THE COURT: You're Mr. Thompson's guardian ad  
3 litem, and his attorney is present.

4 So, Mr. Gambrell, do you see any need for the  
5 guardian to remain?

6 MR. GAMBRELL: No, sir, I do not.

7 THE GUARDIAN: I'm happy to stay. I've been told  
8 I won't be called to testify.

9 THE COURT: Any objection from either party?

10 MR. ALLEN: No objection.

11 MS. INGLES: No.

12 THE COURT: Mr. Duvall, I'll allow you to take  
13 care of that matter.

14 THE GUARDIAN: Thank you, Your Honor.

15 MS. INGLES: I call Sheila Thompson, Your Honor.

16 SHEILA THOMPSON,

17 BEING FIRST DULY SWORN, TESTIFIED AS FOLLOWS:

18 THE CLERK: If you will please give us your full  
19 name and spell your last name for the record.

20 MR. ALLEN: My name is Sheila Thompson. Last name  
21 spelled T-h-o-m-p-s-o-n.

22 DIRECT EXAMINATION

23 BY MS. INGLES:

24 Q Okay. Ms. Thompson, you have heard the testimony  
25 so far today. And you are Wade Thompson's daughter; is

1 that correct?

2 A Yes.

3 Q And you are a defendant in this action along with  
4 him?

5 A Yes.

6 Q Okay. And your mother is not a defendant in this  
7 action?

8 A No.

9 Q But she's still alive, correct?

10 A Yes, she is.

11 Q And could you tell the court what your dad's  
12 condition is right now?

13 A He has --

14 Q First, where is he living?

15 A He is at Richard Campbell Veterans Nursing Home in  
16 Belton, South Carolina.

17 Q Okay. And what's the condition of his health?

18 A He has dementia, Alzheimer's, renal failure.

19 There's a list. But mainly it's symptoms that you see  
20 is the Alzheimer's, the dementia-type.

21 Q Okay. And so is he able to communicate at all?  
22 Does like he know who you are and that sort of thing?

23 A Some days. Some days, and some days not.

24 Q Okay. And have you discussed this case with him  
25 at all?

1 A No.

2 Q And then when he was in NHC back in January of  
3 2011, could you explain for the court what his  
4 condition was then mentally and physically?

5 A He had dementia, Alzheimer's at that time also.

6 Q Okay. And so there was testimony that you checked  
7 him in to NHC on one occasion and that your mom checked  
8 him in on a previous occasion; is that right? Your mom  
9 being Gertrude Thompson.

10 A She may have signed on one of those previous  
11 occasions, but I know that I was there because my mom  
12 doesn't drive. And so, yes, if they said that her  
13 signature is there, then it's there.

14 Q Okay. And right now do you live with your  
15 parents?

16 A Yes, I do.

17 Q And tell the court what you -- what kind of care  
18 you provide and so forth.

19 A To my mom?

20 Q Uh-huh.

21 A My mom was diagnosed with a very rare brain tumor,  
22 and she -- she had it removed, but it left her unable  
23 to walk or do anything for herself.

24 Q Okay.

25 A I'm her -- I'm sorry.

1 Q That's okay.  
2 A I'm her only caregiver.  
3 Q Okay. And is she able to go and visit your dad at  
4 all?  
5 A No.  
6 Q And do you visit him?  
7 A Yes.  
8 Q Is that on a fairly regular basis or just when you  
9 can?  
10 A When I can because my mom can't be left alone.  
11 Q Okay. And so let's, then, go back to 2010 we have  
12 been talking about today. As I mentioned earlier, the  
13 list that Ms. Bollinger had written out, your dad was  
14 in the hospital just about every month starting in  
15 March --  
16 A Yes.  
17 Q -- of 2010? The only month that he wasn't it  
18 looks like was December. And then he went to AnMed in  
19 January?  
20 A Yes.  
21 Q He was pretty sick, wasn't he?  
22 A Yes.  
23 Q And at that time, he, when he went to the hospital  
24 at AnMed, tell us kind of how that came about.  
25 A Are you talking about the first hospitalization in



1 January?

2 Q Yes, uh-huh.

3 A It was from a fall. And he did not keep his  
4 balance very well, and so we took him to the hospital  
5 and they admitted him.

6 Q Okay. And how long was he there?

7 A Oh, he was there from --

8 Q Just a few days?

9 A A few days, yes. Like the 7th through the 12th, I  
10 believe or maybe 11th.

11 Q Okay. And then he was returned home, discharged  
12 to go home?

13 A Yes.

14 Q And then how soon after that did he return to  
15 AnMed after getting --

16 A A week, a week or so.

17 Q All right. And how long was he in there the  
18 second time? More than three days, I guess?

19 A Yes. I think it was four nights.

20 Q Okay.

21 A Four nights.

22 Q All right. And what was he being treated for?

23 A It was the same thing as, you know, he's out of  
24 balance and he needed help trying to gain that balance  
25 again so that he wouldn't fall and break something.

- 1 Q Did he use a walker?
- 2 A Yes.
- 3 Q And who signed the papers at AnMed for him to be  
4 admitted? Did somebody sign papers?
- 5 A I don't exactly recall. I never had a problem. I  
6 don't know if I signed them or if he signed them. I  
7 don't know.
- 8 Q Was it pretty typical for you to sign papers for  
9 him --
- 10 A Yes.
- 11 Q -- when it came to medical care like that?
- 12 A Yes.
- 13 Q Typical for you to sign him in to the hospital?
- 14 A Yes.
- 15 Q Sign him in to NHC?
- 16 A Yes.
- 17 Q And when you did that, did you ask him for  
18 authority to do that?
- 19 A No.
- 20 Q Did you ask him if his intent was to have you sign  
21 for him to go to any particular facility?
- 22 A No.
- 23 Q If you had asked him either one of those things,  
24 would he have been able to form an intent or --
- 25 A No, I don't believe so.

1 Q -- give you authority?

2 Could he have understood what you were really  
3 talking about?

4 A No. I don't believe so.

5 Q Was that true in 2011 as it is now?

6 A Yes, it is.

7 Q Was it true to a lesser extent in 2011?

8 A Well, he is gradually getting worse. I think  
9 that's normal with the Alzheimer's and the dementia.

10 Q Uh-huh.

11 A But, yes, he was -- he was not in good condition  
12 in 2011.

13 Q Okay. I'd ask you -- I believe it's up there.

14 I'm going to show you Plaintiff's Exhibit 1. That's  
15 admission documents for when your father went to NHC on  
16 January 26, 2011.

17 A Yes.

18 Q Could you just look through that and tell us if  
19 you recognize those documents?

20 A Yes.

21 Q Okay. And who made the arrangements for your dad  
22 to transfer from AnMed over to NHC?

23 A The social worker on the floor that my father was  
24 on when he had that three-night stay at AnMed.

25 Q And so did you have any input into that?

1 A No, I didn't. It's the social worker's job, as I  
2 understand, to find placement for the patient. And she  
3 found placement at National Healthcare.

4 Q Did she then inform you that she had found that  
5 placement?

6 A Yes, she did.

7 Q At that point, what, if any, instruction did she  
8 give you to follow through and make that happen?

9 A She said I needed to go over around 4 o'clock that  
10 day, and I had to sign my father in and I had to agree  
11 to pay the difference between a semiprivate room and a  
12 private room for 30 days because they didn't have a  
13 semiprivate room, and I was told that Medicare only  
14 pays for a semiprivate room. So that was okay, and so  
15 that's what I did.

16 Q So you went over to NHC Mauldin?

17 A Yes.

18 Q Now, your dad didn't go with you at that point?

19 A No. They wanted me to go before my dad was  
20 transferred over there by ambulance so all the  
21 paperwork could be done before they would allow him to  
22 come in.

23 Q You heard Jennifer Balon testify about that  
24 admissions process. So let's go over that a little bit  
25 from your perspective. So you arrived at NHC that day

1 on January 26th?

2 A Yes.

3 Q And did you say why you were there? Were you  
4 supposed to ask for somebody in particular? How did  
5 you get to Jennifer?

6 A I knew to ask for Jennifer Zaire because the  
7 social worker had told me to, that she would be waiting  
8 for me and she would have everything ready, and she  
9 did. She had everything ready. All the papers were  
10 filled out and --

11 Q When you say "all the papers were filled out," I  
12 think Ms. Balon testified that she filled in all those  
13 blanks in the papers?

14 A Yes.

15 Q And did she ask you any questions as far as  
16 filling in the blanks?

17 A No.

18 Q Did she ask a question and then you wrote  
19 something down?

20 A No. She didn't ask me any questions at all.

21 Q Okay. And then how did the process of you  
22 actually signing the document proceed?

23 A Well, she would just -- she had everything done,  
24 and it was ready for me. But as she would flip the  
25 pages, she would just point to where for me to sign,

1 and we never talked about -- about the different things  
2 that were in the paperwork. She was getting ready to  
3 get married and she was really excited about getting  
4 married, and so we talked about that.

5 Q Okay. And so there was no explanation of those  
6 documents for you?

7 A No.

8 Q And you had maybe signed similar documents for  
9 your dad --

10 A Yes.

11 Q -- in a previous stay or at least seen them; is  
12 that right?

13 A Yes.

14 Q And did she say anything about the financial  
15 aspect of the admission?

16 A Nothing other than about they did not have a  
17 semiprivate room available so she wanted a 30 days'  
18 payment of the difference between the semiprivate room  
19 and the private room. They wanted that up front.  
20 That's the only thing.

21 Q And that's the \$630 --

22 A Yes, ma'am, it is.

23 Q -- that was paid from your mom and dad's account?

24 A Yes.

25 Q And are you a signatory on that account?

1 A Yes.

2 Q So it's not unusual for you to do something like  
3 to pay a payment or extra amount that Medicare is not  
4 paying?

5 A No.

6 Q Right?

7 A No. That's right.

8 Q Okay. And so did you make any kind of statements  
9 or representations to Ms. Balon at that time other than  
10 chatting about the wedding?

11 A No.

12 Q All right. Did you ask any questions?

13 A No, I didn't ask any questions.

14 Q And she didn't ask you any questions?

15 A No.

16 Q It was just, "Sign here, sign here, sign here"?

17 A (Nodding.)

18 Q And so you thought that was just standard signing  
19 your dad in for the care --

20 MR. ALLEN: Object to the extent it's leading,  
21 Your Honor.

22 THE COURT: Don't lead the witness. Rephrase your  
23 question.

24 BY MS. INGLES:

25 Q What impression did you have?

1 A Yes, that.

2 Q What you were doing?

3 A This was just, you know, just normal because, I  
4 mean, she had everything filled out and she just told  
5 me where to sign.

6 Q Did she tell you that Medicare coverage was  
7 available for all this?

8 A She didn't mention Medicare.

9 Q Okay. Did you assume that Medicare was paying?

10 A Yes.

11 Q Medicare has paid for everything else. Your  
12 father has had care while there; is that right?

13 A Yes.

14 MR. ALLEN: I'll object to the extent it's  
15 leading.

16 THE COURT: Sustained. Don't lead the witness.  
17 Rephrase your question.

18 THE WITNESS: Yes. As far as I know, the Medicare  
19 policy and his supplemental policy has paid for  
20 everything.

21 BY MS. INGLES:

22 Q Okay. So what, if anything, has he had to pay for  
23 other than the \$630?

24 A Nothing, because we have the Medicare policy and  
25 we have a supplemental policy for both him and my mom



1 through Mutual of Omaha. And National Health Care,  
2 according to what the social worker told me, that  
3 National Health Care was willing to take my dad because  
4 they only take certain supplemental policies to make  
5 sure that they get paid. And that, I do know, that  
6 they pay good.

7 Q That they paid for the therapy and all that?

8 A Yes. They paid for everything other than his  
9 nightly stay because all of the other stuff, as I  
10 understand now, would have been paid outside of the  
11 facility if he had not been in there. The only thing  
12 that Medicare would not pay was the nightly stay.

13 Q So you found out later that they wouldn't pay the  
14 nightly stay. So when did you find that out?

15 A I found out that Medicare was not paying a few  
16 days after my father was released.

17 Q So he was released on March 10th, 2011?

18 A Yes..

19 Q Did you -- what, if any, conversations did you  
20 have with any NHC personnel between the time he was  
21 admitted and the time that he was discharged?

22 A Lisa had called me.

23 Q You're referring to Lisa Bollinger who testified  
24 earlier?

25 A Yes. She had called and she asked me if there

1 were other places -- other hospitals that my father had  
2 been in. Well, all of my dad's doctors are in  
3 Anderson, and Anderson only has the one hospital. And  
4 I told her that he had been in AnMed. But she didn't  
5 tell me why she was asking that. And I did not  
6 question her.

7 Q Okay. Had you been previously asked about  
8 hospital stays?

9 A No.

10 Q That was the first time?

11 A That was the first time.

12 Q Okay. And at that point your father was still in  
13 NHC?

14 A Yes.

15 Q Did you try to give the information?

16 A Yes, what I knew.

17 Q And other than giving the information that you  
18 knew, what else did you do if anything, about finding  
19 out about hospital stays?

20 A At that point, I didn't know why they were asking  
21 that or she was asking that. And so I didn't do  
22 anything at that time.

23 Q Okay. Had you ever been asked a question like  
24 that before?

25 A No, no.

1 Q By any facility?

2 A No.

3 Q So between when you talked to Lisa Bollinger right  
4 before your dad was discharged and when you admitted  
5 him, did you have any discussions at all with anyone  
6 from NHC?

7 A No.

8 Q Nobody called you; you didn't call them?

9 A No.

10 Q You just -- I assume did you just go and visit  
11 your father?

12 A Yes.

13 Q Did you have any idea whether or not Medicare was  
14 covering this?

15 A I thought --

16 Q Did you have any questions about that?

17 A No. I thought Medicare was or else they wouldn't  
18 have let him come in. But, no, I had never been told  
19 anything or I had no reason to not think that it was  
20 being covered.

21 Q And in previous days that your father had at  
22 hospitals and nursing home facilities and that sort of  
23 thing, had you run into a situation in the past where  
24 the Medicare was no longer covering it?

25 A No.

1 Q Okay. All right. What about as far as once he  
2 did not need the medical care anymore?

3 A And he had been --

4 MR. ALLEN: I'm going to object to the leading  
5 nature of that question. I don't think there was any  
6 testimony about him not needing medical care anymore.

7 MS. INGLES: We're talking about previous visits  
8 to other facilities.

9 THE COURT: Rephrase your question.

10 MS. INGLES: Okay.

11 Q You stated that your father had been in other  
12 facilities --

13 A Yes.

14 Q -- that you signed him into and so forth. So when  
15 his stay there comes to an end or his coverage comes to  
16 an end, what do you do?

17 A Take him home.

18 Q Okay.

19 A What they will normally do is usually through the  
20 physical therapist, normally, because that's the main  
21 basis of the person being inside a facility, and so the  
22 physical therapist has to show where he is making  
23 progress weekly with their notes. And if that person  
24 doesn't make enough progress, then the physical  
25 therapist will tell the family that he is meeting his

1 potential and he will be going home maybe like three  
2 days, four days a week sometimes. And what that meant  
3 was when he had met his potential that he's not getting  
4 any better, then Medicare is not going to pay. And I  
5 knew that's what that meant from his previous stays.

6 Q All right. And so when -- when you picked up your  
7 dad from his discharge at NHC, could you describe for  
8 us how that came to pass?

9 A I got a call. I thought it was from the physical  
10 therapist, but I can't be positive about that because  
11 Lisa says she called. But I thought it was the  
12 physical therapist, and the person said, "You need to  
13 come and get your dad. He has met his potential." I  
14 knew what that had meant from the previous several  
15 stays that my dad had had at different facilities. And  
16 so I dropped everything and I went and picked him up.  
17 But when I got there, they had his belongings packed on  
18 a cart and they had him in a wheelchair, and I pushed  
19 him out. And I tried to pull the cart as far as I  
20 could and pushing him too, and I had to leave the cart  
21 inside when I got to the doorway. And nobody helped --  
22 I mean, that was unusual that nobody didn't help me or  
23 offer to help. And I got him in the truck by myself.  
24 And then I went and got the cart, and I loaded his  
25 belongings into the truck. But I clearly knew that

1 when they had called and said he has met his potential  
2 and he couldn't even get into the truck or help himself  
3 get into the truck, I knew something was wrong, but I  
4 didn't question it because that's their call. That is  
5 the physical therapist's call, the facility's call as  
6 to when he has met his potential. I mean, I don't have  
7 a say-so in that.

8 Q And have you ever at all dealt with the Medicare  
9 coverage or Medicare payment for your dad as far as  
10 checking to see if he's got it exhausted it or  
11 available or whatever?

12 A No, not in all the hospital stays or all of the  
13 facility stays I had never run into a problem at all.

14 Q Does the facility usually handle that?

15 A Yes, they handle everything.

16 Q And have you, at the time this all was going on in  
17 March of 2011, did you make any attempt yourself to  
18 call Medicare?

19 A Yes, I did.

20 Q And what caused you to do that?

21 A When Lisa had called and she said that she wanted  
22 to know where he had been, I think that I got more than  
23 one call about that. And she wanted to know where he  
24 had been and that I needed to try to find out. But I  
25 knew he had not been in any other hospitals besides

1 AnMed. Because his doctors did not go out of town to  
2 different hospitals to see a patient. If that patient  
3 wants the doctors, then they have to go to where the  
4 doctors are willing to contract to the hospital.

5 Q Okay. And so did you make a call to Medicare?

6 A I did, but they wouldn't talk to me.

7 Q Did they say why?

8 A That I was not authorized.

9 Q Is that all they said, or did they say there was  
10 any other way to find out the information?

11 A No. They didn't tell me any other way.

12 Q Okay. And so did you call Lisa back or whoever  
13 called you?

14 A I don't specifically remember a call, but I  
15 probably did. If I told her that I would call her  
16 back, I most likely did.

17 Q Now, your dad was not -- did not use Medicaid; is  
18 that right?

19 A Oh, no.

20 Q And could you tell me how you found out -- let me  
21 ask you this: Was he eligible for Medicaid?

22 A No. He was not eligible for Medicaid because he  
23 had been in a previous facility, and as a routine, they  
24 screen their patients as they come in, and I was told  
25 at that point that my dad was not eligible for

1 Medicaid.

2 Q When was that? Was that before this stay in NHC  
3 Mauldin?

4 A That was before.

5 Q How long before, do you know?

6 A The summer, the summer before in 2010. Summer of  
7 2010.

8 Q Okay. So when these questions came up about NHC  
9 Mauldin, did you do anything to review this Medicaid  
10 eligibility?

11 A No.

12 Q Did anybody ask you to do anything about it?

13 A A few days after my dad was sent home, Lisa called  
14 me, and she was in a tizzy, what I call a tizzy.

15 She -- I didn't quite understand in the beginning. She  
16 said, "Your dad's bill is not going to be paid for."

17 And I said, "Why not?" And she -- she said something  
18 about the days were not right, and she told me that I  
19 needed to apply for Medicaid. I told her that my dad  
20 didn't qualify for Medicaid. I knew that from the  
21 summer before. And she told me that that bill had to  
22 be paid and that I was to put down whatever it would  
23 take to get him covered by Medicaid. And I told her I  
24 would not do that.

25 Q And did you do that?



1 A No, I didn't do that.

2 Q Did you take any other action to try to find  
3 payment for this bill, or did you take any other action  
4 that NHC Mauldin personnel asked you to take?

5 A No. No, I didn't.

6 Q So what's the next time that you talked to anyone  
7 from NHC Mauldin after that last conversation that you  
8 mentioned?

9 A I believe the next person was like a regional  
10 accountant. His name was something like  
11 Schillingberger or something like that.

12 Q Brian Schillingberger?

13 A Yes.

14 Q And did you call him or did --

15 A No, I didn't call him.

16 Q And what happened in that conversation? What did  
17 he say?

18 A He told me that I would either have to get up the  
19 money to pay what he said was owed or that I would have  
20 to force my father to sign like a voluntary lien, I  
21 believe is way he put it, for his property.

22 Q He owns a house, he and your mom?

23 A Yes.

24 Q And what was your response to that?

25 A I can't make him do that.

1 Q Okay. You don't have a power of attorney for your  
2 parents?

3 A No, I don't.

4 Q But you do sign on their bank account?

5 A Yes.

6 Q And why do you sign on their bank account?

7 A Because both my mom and my dad are in very poor  
8 health and somebody has to.

9 Q Okay. So what did you say to Mr. Schillingberger?

10 A I just told him, you know, I didn't have the money  
11 to pay, and my dad -- I know my dad didn't have the  
12 money to pay. Money was going out left and right, you  
13 know, for insurance premiums and, you know, all that it  
14 takes. And I told him I can't just make him sign  
15 papers, just to voluntarily turn it over.

16 Q Would he have been able to sign such a paper?

17 A No.

18 Q About when was that when he called, do you  
19 remember?

20 A I believe that was the fall of 2011.

21 Q Okay. I'm going to show you what's Defendant's  
22 Exhibit 2 and ask if you recognize that letter to you.

23 A Yes, ma'am, I do.

24 Q Okay. And who's it from?

25 A Deborah Dobson.

1 Q And I think we've heard here today that she's  
2 administrator at NHC Mauldin?

3 A Yes.

4 Q Did you have any conversations with her --

5 A Yes.

6 Q -- during this period of time when your dad was in  
7 the facility and the time that followed when they were  
8 trying to collect the money?

9 A Not when he was in the facility. Nobody ever said  
10 anything about that he owed any money while he was in  
11 the facility. But after he got out and I had the  
12 people from NHC trying to collect from me, yes, she  
13 wrote me a letter and she talked to me several times.

14 Q What's the date of that letter?

15 A May 23rd, 2011.

16 Q And do you recall talking to her right before  
17 that?

18 A Oh, yes.

19 Q Describe those conversations.

20 A She was extremely rude. Extremely. And she told  
21 me that I would have to pay this. And I told her that  
22 there was no way that I could pay it because I was on a  
23 very limited income. I lived at home with my twin  
24 girls. I went through a divorce when they were young,  
25 and I moved back into the house with my mom and dad and

1 my girls. And I told her that I lived on \$900 a month  
2 and that there was no way that I could pay that.

3 Q She was asking you to pay it personally?

4 A Yes. And, I mean, it just -- she just kept on and  
5 on and on, and, I mean, this is just engrained in my  
6 mind. I just never had people to talk to me like that.  
7 But she told me before she got off the phone, she said  
8 that she would make sure that me and my children were  
9 homeless because she said that my daddy and mama had a  
10 house that had a big value on it and that it could be  
11 paid, that this money could be paid.

12 Q Okay. And at that time did you know that there  
13 had been this question of the Medicare coverage?

14 A By this time, I did. I did. But I didn't know  
15 the Medicare rules so I still didn't fully understand  
16 it.

17 Q And did your dad have the funds --

18 A No.

19 Q -- to pay this bill?

20 A No.

21 Q And did you talk to him about the bill at all or  
22 your mother even?

23 A My mom knew about it. But I just didn't think  
24 there was a lot of need in talking to my dad about it  
25 because I didn't know if I just really tried to go in

1 depth with it, I didn't think that he could understand  
2 it, and I thought that it might be something that would  
3 get on his mind and just worry him. And I didn't see  
4 any sense in worrying him about that because he had --  
5 he could do nothing about it. He wasn't able to do  
6 anything about it.

7 Q Okay. So when you received this letter from  
8 Deborah Dobson in May of 2011, what did you do, if  
9 anything?

10 A Well, after I read it, I thought that it was  
11 ridiculous because it says that National Health Care  
12 received information showing zero days. But they  
13 didn't let us know. And that was less than 24 hours  
14 before they got this notice, that he had zero days  
15 left.

16 Q So you checked him in January 26th?

17 A Yes.

18 Q And I think as the testimony showed today, the  
19 zero days notification came on January 27th?

20 A Yes.. The best I remember, they told me that it  
21 came in -- well, I seen it on the paperwork that it  
22 came in around 10 o'clock the next morning. So we got  
23 through with the paperwork probably at 5 o'clock when I  
24 was signing him in, and by 10:00 a.m. they had the  
25 notice that he had zero days left. And so -- and they

1 let him stay, and they didn't try to tell anybody.  
2 They didn't try to tell me. They didn't try to tell my  
3 mom. They didn't try to tell my dad which, you know, I  
4 mean, he would have probably said, "Tell Sheila,"  
5 but --

6 Q So no notification to you?

7 A No.

8 Q And I think NHC witnesses today have admitted  
9 that, they gave no notification.

10 A Yes.

11 Q And so your first real explanation of why there  
12 was a denial was this letter?

13 A Yes.

14 Q And that -- was that the last letter you got  
15 from --

16 A I believe that was the only letter I got from her.

17 Q Any other conversations that you had with her on  
18 the telephone?

19 A I had several conversations with her, but I would  
20 not answer the phone after she told me that she would  
21 make sure that I was homeless.

22 Q So when you say you wouldn't answer the phone, did  
23 you have like caller I.D.?

24 A Yes, I did.

25 Q Now, let me refer you back to Exhibit 1, admission

1 documents. Where it describes legal representative,  
2 the page you're looking at right there, can you tell us  
3 what page number that is?

4 A 74.

5 Q Beg your pardon?

6 A It is 74.

7 Q Down there at the right-hand corner?

8 A Yeah.

9 Q Page 74, okay. And you said that Ms. Balon did  
10 not go over any of that with you. But since that time,  
11 have you reviewed it?

12 A Yes.

13 Q And did you have any like written documentation  
14 about your authority to sign on behalf of your dad?

15 A No.

16 Q Had you ever used anything like that?

17 A No, I don't have anything.

18 Q Okay. So you had just signed as his daughter?

19 A As his daughter, yes.

20 Q And what did that mean to you, signing him in?

21 A That they had to have some kind of signature.

22 And, I mean, there was really nobody else to do it, and  
23 I did it because I was his daughter.

24 Q Okay. So you had no written documentation?

25 A No. I mean --

1 Q Now, Mr. Allen stated earlier, mentioned  
2 admissions that were requested of you about your  
3 signature --

4 A Yes.

5 Q -- correct? Okay.

6 I'm going to show you Plaintiff's Exhibit 20. And  
7 that is your response to the plaintiff's requests for  
8 admissions. And do you remember going over these --

9 A Yes, I do.

10 Q -- with me?

11 A Yes, ma'am.

12 Q And I just -- so I want to go over them with you  
13 again now and just have you remind us what this was all  
14 about.

15 A Okay.

16 Q So request to admit number one says, "Admit on  
17 January 26, 2011, Sheila Thompson was authorized by  
18 Wade Thompson to act on Wade Thompson's behalf in  
19 admitting him into plaintiff's facility." The answer,  
20 "Denied." The explanation, "Wade Thompson was not  
21 competent to authorize anyone to act on his behalf."

22 A Yes, ma'am.

23 Q Is that your response?

24 A Yep, it is.

25 Q And do you still take that position today?



1 A Yes, I do.

2 Q Okay.

3 A Because he's never authorized, told me, or

4 ever however you want to put it, no.

5 Q But you had been signing --

6 A Yes.

7 Q -- admission documents for him, correct?

8 A Yes, because he has Alzheimer's and dementia.

9 Q Okay. Not because he had authorized you to do

10 that?

11 A That's right.

12 Q Number two, "Admit that on January 26th, 2011,

13 Sheila Thompson was authorized by Wade Thompson to

14 execute the admission documents, a copy of which is

15 attached hereto as Exhibit A." The answer was,

16 "Denied." The explanation was, "Wade Thompson was not

17 competent to authorize anyone to act on his behalf."

18 Is that your response?

19 A Yes, ma'am.

20 Q So you weren't signing because he had authorized

21 it?

22 A That's right.

23 Q You were signing because you were his daughter and

24 were signing him in that way; is that correct?

25 MR. ALLEN: I object to the extent it's leading,

1 Your Honor.

2 THE COURT: Rephrase the question.

3 BY MS. INGLES:

4 Q So your response, "Wade Thompson was not competent  
5 to authorize anyone to act on his behalf," can you  
6 explain that?

7 A Yes, that's what I said. Because of the dementia  
8 and Alzheimer's, once again, he wasn't competent to  
9 say, "I appoint you," or, "I appoint you." I mean, it  
10 was just I did it because I'm his daughter.

11 Q So let's look at number three. "Admit that Sheila  
12 Thompson signed the admission documents, Exhibit A  
13 hereto, as legal representative," and that's in  
14 quotation marks, "for Wade Thompson." The answer was,  
15 "Denied." But the explanation, "Sheila Thompson admits  
16 that her signature is contained on Exhibit A." So you  
17 admit that was your signature?

18 A Yes.

19 Q Which you're admitting today?

20 A Yes, it is.

21 Q "But does not admit that it has any particular  
22 significance, legal or otherwise." Can you explain why  
23 that was your -- can you tell us why that was your  
24 explanation?

25 A Well, once again, I was not his legal

1 representative. I was acting as his daughter to sign  
2 him in, and it was not that I searched out a place that  
3 said "legal representative." She just pointed where I  
4 needed to sign and I signed it.

5 Q Number four says, "Admit that Sheila Thompson's  
6 execution of the admission documents was intended by  
7 Wade Thompson to be effective as his execution of the  
8 admissions documents." Your answer was, "Denied." And  
9 the explanation is, "Sheila Thompson did not know any  
10 intent of Wade Thompson, as he was unable to form any  
11 particular intent, and if he was, he was unable to  
12 communicate it to her."

13 A Yes, that's what I said.

14 Q Could you explain that for us?

15 A Once again, the Alzheimer's and the dementia, you  
16 know, he never said and he wouldn't have had the means  
17 to say, you know, "Do this for me."

18 Q Could you determine what his intent was on  
19 anything?

20 A No.

21 Q Now, number five asks you to, "Admit that  
22 defendant's" -- would be you and your father -- "have  
23 paid no part of the balance of 8,869.32 shown as  
24 outstanding on the statement of account attached hereto  
25 as Exhibit B." Your answer was, "Denied." And your

1 explanation, "Sheila Thompson is unable to verify any  
2 amount owed on account for the plaintiff and denies  
3 that she owes any money to the plaintiff."

4 A That's right.

5 Q Could you explain that any further? Any further  
6 explanation?

7 A I could not verify the amounts that they gave as  
8 he owed.

9 Q Well, what, if any, obligation did you think you  
10 had to pay it?

11 A Oh, I didn't have any obligation to pay it. I was  
12 just trying to help him and do what I was told to do  
13 and where to sign because they had to have somebody to  
14 sign or else he would not have been able to have been  
15 admitted.

16 Q Number six asks that you, "Admit that plaintiff  
17 provided to and for the benefit of Wade Thompson the  
18 care, facilities, and services itemized on Exhibit B."  
19 Your answer was, "Denied." And the explanation was,  
20 "Sheila Thompson is unable to verify whether plaintiff  
21 provided to and for the benefit of Wade Thompson the  
22 care, facilities, and services itemized on Exhibit B  
23 attached hereto." Any further explanation of that?

24 A Yes.

25 Q Were you aware of the treatment that he got on a

1 daily basis?

2 A Not on a daily basis, no. I was not there.

3 Nothing was communicated to me as to what they did on a  
4 daily basis.

5 Q Okay. Again, what, if any, obligation do you  
6 believe you have to pay this bill?

7 A I don't feel like I have any obligation to pay it.

8 Q And what, if any, intent did you have in that  
9 regard when you signed these admission documents for  
10 him?

11 A The only intent that I had was that somebody had  
12 to sign in order for him to be admitted. And, I mean,  
13 I don't have power of attorney or anything. I never  
14 had.

15 Q Now, you said these papers were already filled out  
16 when you got there. Is that all of the papers that you  
17 took part in signing to your recollection?

18 A As far as I know, that's all of them.

19 Q Okay. And did you talk to anybody else besides  
20 Jennifer Zaire and now Balon?

21 A No. She's the only one I talked to.

22 Q How long did that meeting take?

23 A Well, with us talking and signing all those  
24 papers, I would say 30 minutes.

25 Q Okay. And then at the end of that time after you

1 signed what she asked you to, what did you do?

2 A Well, they were bringing my dad in by ambulance,  
3 so I just went to the room with him.

4 Q So at the end of the 30 minutes, he was already  
5 there?

6 A Yes.

7 Q You've talked a little bit about how this made you  
8 feel when you were getting these calls from NHC. Could  
9 you elaborate on that for the court as far as what this  
10 has caused you since it started back in 2011?

11 A It has been a nightmare, an absolute nightmare.  
12 With his -- I don't know of another word to use --  
13 threats of the judgment, it has kept me from trying to  
14 buy anything. And just the emotional part of having to  
15 deal with somebody telling you that they were going to  
16 take your home away from you and for my girls, and  
17 that's all they have.

18 Q Well, now, when you refer to the home, what home  
19 are you referring to?

20 A My mom and dad's home.

21 Q You were living there with your girls?

22 A Yes.

23 Q And I think you said were you taking care of your  
24 mom?

25 A Yes.

1 Q How soon after the NHC stay that is at issue here  
2 today, how soon after that did your dad have to go to  
3 the hospital again?

4 A Within days. A few days.

5 Q How long after that did he end up residing at the  
6 Richard Campbell Veterans Nursing Home?

7 A We -- I would say -- I'm guessing -- three months  
8 or so.

9 Q Okay. So later on that summer?

10 A Yes. It may have been more towards the fall.  
11 Because there is a process that you have to go through.  
12 It's a big, long process of paperwork and doctors  
13 filling it out and stuff.

14 Q Is that because it's a veterans' nursing home?

15 A Yes.

16 Q Does his Medicare now pay for that?

17 A No. No, his Medicare doesn't pay for anything  
18 except doctor visits and hospital stays and rehabs,  
19 that kind of thing. We pay. It is less expensive than  
20 a private nursing home, but it's not free. And the VA  
21 no longer pays for medicines, so we pay for medicines  
22 for him monthly, too.

23 Q When you say "we," who -- who are you referring to  
24 as far as where that money comes from?

25 A Well, I'm referring to like household income. My

1 mom gets a social security check. My dad gets a social  
2 security check, and he gets a small pension check.

3 Q So it comes out of that?

4 A Yes.

5 Q I just want to revisit right quick the Medicare  
6 coverage and the insurance coverage from the Mutual of  
7 Omaha. I don't think you have addressed that part yet.  
8 And the Mutual of Omaha was his?

9 A Supplemental policy.

10 Q Okay.

11 A And that's a policy that pays like the percentages  
12 that Medicare doesn't pay. And Mutual of Omaha will  
13 only pay if Medicare pays.

14 Q And then when Medicare didn't pay, what, if any,  
15 conversation did you have with Lisa about the  
16 supplemental insurance paying?

17 A The supplemental --

18 Q The previous hospital stay.

19 A You mean prior to National Health Care?

20 Q Right.

21 A The supplemental policy always paid because  
22 Medicare paid.

23 Q So there was a previous hospital stay that was  
24 discussed with Ms. Bollinger that ended up being what  
25 caused the exhaustion of benefits. Do you recall if



1 you ever knew what hospital that was?

2 A She asked me what hospitals that he had been in.  
3 I told her AnMed. And she said that it was because he  
4 went to Charter behavioral facility. I didn't consider  
5 that a hospital. What I -- when she said a hospital, I  
6 think of AnMed Hospital. But she had said that I put  
7 him there. I didn't put him anywhere. But I don't  
8 know where that came from, but anyway, that's what she  
9 said. That's what she had said. It was because he was  
10 at Charter.

11 Q Is that the same as Carolina?

12 A Yes. I think they have changed names since or  
13 something. But, yes, that's the same place. It's in  
14 Greer.

15 MS. INGLES: Like trying to ask this.

16 I'd like to ask this be marked Defendant's next  
17 exhibit.

18 (WHEREUPON, Defendant's Exhibit Number 4  
19 was marked for identification.)

20 BY MS. INGLES:

21 Q I'm showing you what has been marked as  
22 Defendant's Exhibit 4. And that is an arbitration  
23 decision.

24 A Yes.

25 Q And it says, "NHC Healthcare Mauldin, LLC, versus

1 Wade Thompson and Sheila Thompson." And can you tell  
2 me -- well, first, let's go to page two.

3 A Okay.

4 Q And the last paragraph says, "Pursuant to the  
5 arbitration agreement signed by Sheila Thompson,  
6 responsible party for Wade Thompson, claimant is  
7 entitled to enter judgment against Wade Thompson for  
8 the amount of 11,372.50." And that's signed by the  
9 arbitrator on March 14, 2014. So this arbitration  
10 decision -- tell me what you know about this.

11 A Well, they --

12 Q Tell the court.

13 A National Health Care's attorney, I didn't know  
14 anything about this until it was all over with. He  
15 said that he had mailed something to me. I never  
16 received anything. And so this is what I got saying  
17 that because I didn't show up, that they were issuing a  
18 judgment.

19 Q Against your dad?

20 A Well --

21 Q If you look at the last paragraph.

22 A Yes, that's right. Yes.

23 Q Okay. So this was not against you?

24 A No.

25 Q And did you attend the arbitration?

1 A No. I didn't know anything about it.

2 Q What about your dad?

3 A No.

4 MS. INGLES: Your Honor, I'd ask that the  
5 arbitration decision be entered into evidence as  
6 Defendant's Exhibit 4.

7 THE COURT: Mr. Allen, any objection?

8 MR. ALLEN: No objection, Your Honor.

9 THE COURT: All right. Defendant's Exhibit 4  
10 would be admitted without objection.

11 (WHEREUPON, Defendant's Exhibit Number 4 was  
12 admitted into evidence.)

13 BY MS. INGLES:

14 Q Now, in this lawsuit that you're in right now,  
15 originally there was a motion to confirm this  
16 arbitration decision; is that right?

17 A (Nodding.)

18 Q And that was this lawsuit against you and your  
19 dad, but --

20 A Yes, it was.

21 Q But that was never confirmed, correct?

22 A To my knowledge, no.

23 Q And can you tell me how you found out about the  
24 arbitration?

25 A I believe I got a letter.

1 Q From Mr. Allen?

2 A Yes.

3 Q And is that when you contacted us or was that  
4 later?

5 A Let's see. I guess it would be, yes.

6 Q Okay. So you stated that you don't feel that  
7 signing your dad into NHC caused you to be responsible  
8 for the charges there. And if you look again at  
9 Exhibit Number 1 for me where we were looking earlier  
10 about the legal representative, and it talks about  
11 cooperation in directing benefits or the patient's  
12 finances.

13 Before you talked with Lisa Bollinger in March of  
14 2011, what, if any, requests were made of you regarding  
15 your dad's finances, Medicare coverage, or anything  
16 like that?

17 A None.

18 Q So nobody asked you to do anything?

19 A No. See, his -- the insurance policies are  
20 drafted, the premiums for the insurance policies. I  
21 mean, I never had to do anything. And all the bills  
22 had always been paid so we didn't -- never owed  
23 anything.

24 Q And NHC Mauldin never asked you to -- before March  
25 of 2011 never asked you to provide any information?

1 MR. ALLEN: I'm going to object to the form of the  
2 question. Leading again, Your Honor.

3 THE COURT: Rephrase the question.

4 BY MS. INGLES:

5 Q What, if any, requests were made of you by NHC  
6 Mauldin or any of their personnel about directing the  
7 finances or benefits that your dad had towards payment  
8 to NHC prior to March of 2011?

9 A None. Nothing was ever mentioned.

10 Q Have you ever received any EOBs or explanation of  
11 benefits regarding your dad's stay at NHC Mauldin?

12 A I have not. Before they may have come to my  
13 father's address in his name, but, I mean, I have not  
14 because I didn't have the authority to talk to Medicare  
15 about them.

16 Q And any statements that you received from NHC  
17 yourself?

18 A Yes.

19 Q When did you first receive a statement from them?

20 A It was way after he was discharged.

21 Q Okay.

22 A But I don't know the exact date.

23 Q Let me show you Plaintiff's Exhibit 14 which is an  
24 August 10, 2011, bill directed to your mom, Gertrude  
25 Thompson. Do you recognize -- do you remember seeing

1 that before this litigation?

2 A Yes. I mean, I have seen this, but they send out  
3 different bills with different amounts and some to me  
4 and some to my mom and some to my dad after they  
5 realized that Medicare was not going to pay. Now, one  
6 thing that Lisa did ask me is, "What would you have  
7 done with your dad if you had known the Medicare wasn't  
8 going to pay?" And I said, "I would have taken him  
9 home and taken him to outpatient physical therapy."

10 Q Okay. But you didn't get that opportunity, did  
11 you?

12 A No.

13 Q So you mentioned the calls that you had with, I  
14 think, both Deborah Dobson and Lisa Bollinger. Did you  
15 have any further contact with Jennifer Zaire or  
16 Jennifer Balon after the admission documents were  
17 signed?

18 A No. I didn't speak to her at all after that day.

19 Q Okay.

20 Could you turn in the admission documents,  
21 Exhibit 1, to the page that addresses the Medicare  
22 coverage, please.

23 A Number nine, the insurance coverage on 77?

24 Q It says, "It is the professional judgment of this  
25 center that the patient's care will be covered by

1 Medicare"?

2 A Yes.

3 Q Okay. And after that notice to you, what, if any,  
4 other notice did you get about Medicare coverage from  
5 NHC Mauldin prior to your conversation with Lisa  
6 Bollinger?

7 A None.

8 Q All right. Now, was it your understanding that  
9 you should have gotten this coverage or what, if any,  
10 understanding did you have about being entitled to  
11 notice of that change?

12 A I thought that that was the whole reason for  
13 getting all the stuff together. The social worker got  
14 all this stuff together for Jennifer Zaire so that, you  
15 know, she would know that there was coverage and that  
16 kind of thing. But the paperwork that she had showed  
17 that there were days, but the faxed copy that I saw  
18 later on that came at 10 o'clock the next morning  
19 clearly said there were no days, but we weren't  
20 notified that there were no days.

21 Q So did you ever call NHC Mauldin and request that  
22 your dad be discharged?

23 A No, I did not.

24 Q You were notified of his discharge; is that  
25 correct?

1 A Yes.

2 MR. ALLEN: Object to the form, Your Honor.

3 THE COURT: Ask it again. Don't lead the witness.

4 BY MS. INGLES:

5 Q What, if any, reason did you have for picking your  
6 dad up?

7 A I was told to come and pick him up because he had  
8 met his potential. And I did not want to have him  
9 incur any charges because, from his previous stays, I  
10 knew that when he -- when I was told or when were told  
11 that he had met his potential, that Medicare no longer  
12 paid. And I was told that, you know, by every facility  
13 that he was in for rehab.

14 Q Okay. What, if any, request did you make to NHC  
15 Mauldin about his discharge, if any?

16 A I didn't question it because I knew that it was  
17 not up to me when he was discharged. It was up to the  
18 facility and what Medicare would pay for. That's the  
19 whole thing. And it is the physical therapy department  
20 that normally handles that because they're the ones  
21 that make the progress notes. And those progress  
22 notes, if he's not showing improvement then, according  
23 to what the other places had told me, and he has met  
24 his --

25 MR. ALLEN: I'm going to object because this is



1 hearsay.

2 THE COURT: Sustained.

3 BY MS. INGLES:

4 Q Okay. Let's move back to the full potential  
5 statement --

6 A Okay.

7 Q -- that was made to you that you mentioned. Was  
8 that true?

9 A No. He couldn't even help me to get himself into  
10 the truck.

11 Q And did you know that or what, if any, knowledge  
12 did you have of that inability that you just described  
13 prior to going to pick up your dad?

14 A I didn't have any knowledge at all.

15 Q I think you mentioned that no one talked to you  
16 when you were there picking him up?

17 A No, they didn't.

18 Q So you had no conversation with them that day?

19 A No. Nobody from the business office or anything.

20 I may have seen, you know, one of the like CNAs or  
21 nurse or something, but they had him all the way packed  
22 up and in a wheelchair and waiting for me.

23 Q Now, you don't have any medical background  
24 yourself, do you?

25 A No, ma'am.

1 Q You've stated that no one from NHC told you about  
2 this denial of coverage or exhaustion of benefits,  
3 whatever it's called?

4 A No. What I have learned I learned after the fact.  
5 I had no knowledge at all. That was as much of a shock  
6 to me when she said it's not covered as it was when she  
7 or whoever that was that called me and said he had met  
8 his potential, come and get him today.

9 Q What reliance did you put in what they said to  
10 you?

11 A I put a lot of faith in what they said because  
12 they're the ones running the facility. I'm not a  
13 physical therapist. I don't know when he has met his  
14 potential. But when I saw that he couldn't help me to  
15 help himself to get into the truck, and my dad is 6-4  
16 and 220 pounds. And I knew when he couldn't help me to  
17 help himself, then, I mean, that's a lot of weight to  
18 try to shift by yourself, you know, when he can't help  
19 you.

20 Q Okay.

21 A And I didn't want to stir up anything. So I just  
22 let it go because no matter what I said anyway, I doubt  
23 that it would have made any difference because they're  
24 the ones that have the call on that.

25 Q What, if anything, did you say to them to argue

1 against him coming home?

2 A I didn't argue against him coming home.

3 Q But you didn't request that he come home?

4 A No, I didn't request that he come home.

5 Q You said you weren't familiar with the Medicare  
6 regulations and all that?

7 A No.

8 Q Okay. I'm going to show you what's marked as  
9 Plaintiff's Exhibit 21, which is an e-mail from you to  
10 Mr. Allen that's been entered into evidence and just  
11 ask you to review that. Give us the date of it.

12 A February 19, 2014.

13 Q Okay.

14 A Do you want me to go over what's in this?

15 Q Yes.

16 A I was telling Mr. Allen that -- I just said that  
17 the written letters, I don't know if I honestly meant  
18 this, but I told him that we had had a lot of sickness  
19 and hospitalizations and also a death in the family,  
20 and I felt like that the e-mail would probably be the  
21 quickest correspondence. I tried to explain to him  
22 that I had never misled or lied to National Health Care  
23 about anything. And I just -- I thought, you know,  
24 that people could see what I had seen with the  
25 information that they had given me after dad left

1 there. That's when I learned about the Medicare. I  
2 didn't have any idea about what Medicare ruled. And I  
3 still don't have much of an idea but more so since he  
4 left because I did try to dig into it a little bit, but  
5 it's very complicated.

6 Q Okay. And who, if anybody, did you rely on for  
7 the Medicare coverage information and verification  
8 information?

9 A Well, National Health Care and every other  
10 facility because I never had to like file insurance  
11 claims or anything. Everything is handled through the  
12 facility that he was in. It's not done through the  
13 patient. I see right here that I was telling him that  
14 National Health Care and the social worker is the one  
15 that coordinated that. I didn't have anything to do  
16 with that either about his placement there in the  
17 beginning. And I did tell him that I felt like that if  
18 National Health Care had done what they claimed they  
19 did, I would not be having to write this letter.

20 Q Okay.

21 I'm going show you what's been marked Plaintiff's  
22 Exhibit 9 -- those are some e-mails that refer to  
23 someone talking to you about the hospital stays -- and  
24 ask you if you recall any of that.

25 A Yes. She did call and ask me about hospital

1 stays, and I told her the hospital that he had been in.  
2 That was AnMed.

3 Q So other than what you've already testified to,  
4 anything else?

5 A I don't think that there's anything other than  
6 what I've already testified to.

7 Q Okay. And I'm going to show you Plaintiff's  
8 Exhibit 11 and just point out right here where a  
9 communication with you was referred to and see if you  
10 remember that.

11 A I do know that it was right before like the day or  
12 so before I was told to come and get my dad that Lisa  
13 had called and asked. I believe that was the first  
14 time that she called and asked where my dad had been  
15 before. And it says that she called AnMed Hospital and  
16 stated that he had not had any hospital stays since  
17 July 10th. Well, I mean, they would have known when he  
18 had had hospital stays because he was not in any other  
19 hospital other than AnMed Hospital.

20 Q And what's the date of that?

21 A There's not -- oh, she does mention the first  
22 hospital stay in January because it said that he came  
23 home on 1/7/11.

24 Q Okay. Other than what you've already testified  
25 to, was there anything further that you did? What, if

1 anything, further did you do to contribute to this  
2 inventory and history of your dad's hospital stays for  
3 almost a year that's reflected on Plaintiff's  
4 Exhibit 13?

5 A I didn't do anything.

6 Q You just answered some questions about what you  
7 remember?

8 A Yes. I just answered her question the best that I  
9 could because I knew that -- I mean, we live in Easley,  
10 but I knew that he had not been in Easley Hospital or  
11 Memorial Hospital or anything like that because his  
12 doctors are in Anderson.

13 Q Let me show you one last thing and that's  
14 Defendant's Exhibit 3 which is a potential patient's  
15 signature list and ask that you review what is  
16 completed on that checklist.

17 A Nothing is completed.

18 Q Beg your pardon?

19 A Nothing is completed.

20 Q Are there two boxes, A and B, that are marked?

21 A Yes. But nothing is wrote inasfar as who can sign  
22 and --

23 Q Just tell us what that says, the checklist. It's  
24 for patient signature?

25 A Yes. It says that he has not been ruled

1 incompetent by a court of law.

2 Q So that was marked "yes," he has not been?

3 A That is marked "no." And it says, "The patient  
4 has a guardian or third-party official appointed to act  
5 on his behalf?" And that's "no." And everything else  
6 is left blank. The third question is, "The patient has  
7 by written instrument bringing to a third party the  
8 power of attorney to sign contracts." All of that is  
9 left blank. The question of the spouse, "The patient  
10 has a spouse who can sign the contract," that's blank.  
11 "The patient has one or both parents who can sign,"  
12 that's blank. And, "The patient has adult children who  
13 can sign," and that is blank.

14 Q Is that where -- you would be an adult child?

15 A Yes.

16 Q What's the date of that checklist?

17 A 1/26/11.

18 MS. INGLES: That's all I have, Your Honor.

19 CROSS-EXAMINATION

20 BY MR. ALLEN:

21 Q Ms. Thompson, I'm Craig Allen here for NHC. You  
22 did sign the admission document in the Exhibit 1 -- I  
23 think you've got it there; is that correct? Right  
24 here. Exhibit 1?

25 A Yes. This was the document that Jennifer Zaire

1 had filled out, and she told me where to sign when I  
2 came in on the 26th.

3 Q Did you read the document before signing it?

4 A No, I didn't read it. We just talked about her  
5 wedding. And she just pointed as she flipped the  
6 pages, she pointed where she wanted me to sign.

7 Q You can read, correct?

8 A I certainly can, yes.

9 Q Because I think you testified that you reviewed  
10 the document after the fact and was reading what it  
11 said?

12 A Yeah, after I had to go through so much -- I don't  
13 know another word to use -- but abuse, yes, I did.

14 Q And this was signed on January 26th of 2011?

15 A Yes.

16 Q And he was brought straight from AnMed to National  
17 Health Care Mauldin, correct?

18 A Yes.

19 Q Now, national Health Care Mauldin wasn't your  
20 first choice for a place for him to go, was it?

21 A Well, the social worker has to find a bed for the  
22 patient, and I have nothing to do with that. It's  
23 according to who has an opening. And as I have learned  
24 since that time, which I say that, you know, I  
25 never had any -- I don't think any family member has



1 anything to do with that because it's the social  
2 worker's obligation to place a person preferably close  
3 to his home so that his family can visit.

4 Q I'm going to show you Defendant's Exhibit No. 1  
5 and get you to look on the second page there. Let's  
6 look at the last paragraph down there on the second  
7 page.

8 A Okay.

9 Q These are notes from AnMed Hospital, right? And  
10 you were talking to AnMed Hospital in terms of getting  
11 him transferred out of there at this time; is that  
12 right?

13 A Yes. His doctor felt like he needed to go to  
14 skilled rehab.

15 Q Okay. And the note down there says, "Daughter,  
16 Sheila Thompson, called me back today. The family  
17 would like for patient to go skilled rehab. They feel  
18 that acute rehab was too aggressive for patient. They  
19 would prefer NHC of Anderson or Greenville. Cinnamon  
20 at NHC in Anderson did not have any male beds. Left  
21 message for Angie at NHC Greenville." Is that what it  
22 says?

23 A Yes.

24 Q Is that correct, that you had asked that he go to  
25 NHC Anderson or NHC Greenville?

1 A Well, the way it goes is that the social worker  
2 tries to find like what's on here, like a male bed.

3 And --

4 Q I don't mean to cut you off, but my question is:  
5 Did you ask to see if he could go to NHC Anderson or  
6 NHC Greenville?

7 A Well, as you see here, it says that I called her  
8 back. So when I called her back, I would imagine that  
9 the question was: Do you have preference of anywhere  
10 else? There's not that many skilled nursing facilities  
11 that I know of.

12 Now, what this means about the acute, I do  
13 remember about the acute. I didn't think that he was  
14 physically able to go into the -- it's an AnMed acute  
15 facility where they do like a harder physical therapy.

16 Q Okay. Look on the first page of this Defendant's  
17 Exhibit 1, if you would. I think this is the third  
18 paragraph down. It says, "Jennifer from NHC Mauldin  
19 offered patient bed for the day if family is willing to  
20 pay \$21 a day because it is a private room. They would  
21 move patient to semiprivate room when bed comes open if  
22 family wants. Called daughter and she accepted bed  
23 with \$21 a day copay. She will go now to do admission  
24 paperwork at NHC. Let Jennifer know and she agreed for  
25 us to send patient at 2:00 p.m. Faxed med list to

1 her."

2 A Yes.

3 Q Okay. All right. So they told you there was a  
4 bed available at NHC Mauldin and you said, "Yes, I'll  
5 take it and I'll pay the \$21," the additional charge  
6 for the private room?

7 A Yes. That was the difference in the semiprivate  
8 and a private room. Somebody had to go and do this and  
9 pay or else they would not have accepted him.

10 Q All right. Now, at this point in time -- this is  
11 January 26, 2011 -- you were living at your mother and  
12 father's house; is that correct?

13 A Yes.

14 Q What's the address there?

15 A 1226 Brushy Creek Road in Easley.

16 Q Okay. 1226 Brushy Creek Road. And how long had  
17 you been living there at that time?

18 A The house was -- let's see. The house was built  
19 in 1989. And I was -- when I got married, I moved out,  
20 and then when I got divorced, I moved back in.

21 Q When did you move back in?

22 A I believe it was the first of July 1997.

23 Q So you have been living there continuously since  
24 roughly July 1997?

25 A Yes.

1 Q And who lived in that house? I think you had two  
2 daughters, correct?

3 A I have twin girls.

4 Q And your mother and your father?

5 A Yes.

6 Q And you?

7 A Yes.

8 Q And your twin girls?

9 A Yes.

10 Q Anyone else?

11 A No.

12 Q Okay. Did you inform Mr. Thompson that he was  
13 going to NHC Mauldin for rehab?

14 A I can't say that I did. Either it was me or my  
15 mom or the social worker. I mean, he knew that he was  
16 going to NHC.

17 Q I think these notes indicate on the second  
18 paragraph, "Let patient know that he is going for rehab  
19 and he is pleased"; is that right?

20 A Yes.

21 Q Okay. All right.

22 A This was a social worker's notes so I guess that  
23 means that she let him know.

24 Q Okay. So you didn't talk to him about where he  
25 was going and the rehab and that kind of thing?

1 A I don't specifically remember certain  
2 conversations, but my daddy, he knows that I would look  
3 out for his best interest, and he knows that I would  
4 not want him to go to a place that was bad. He trusts  
5 me. I've always done that.

6 Q Okay. Let's look now -- I hate to be jumbling  
7 these things up, but that's kind of the way I think.  
8 Let's look now at Plaintiff's Exhibit 1 which are the  
9 admission documents.

10 A Yes.

11 Q That's the page which I think is page 74 on your  
12 document there.

13 A Okay.

14 Q Now, do you see that language right underneath  
15 where it's written, "NHC Healthcare Mauldin LLC," and  
16 it says, "The legal representative is anyone authorized  
17 by the patient or by law to act on the patient's  
18 behalf"; is that correct?

19 A That's what it says, yes.

20 Q Okay. When you signed this -- oh, and right below  
21 the little boxes there, it says, "The legal  
22 representative by signing this document acknowledges  
23 acceptance of the duties and responsibilities of this  
24 role"; is that what it says?

25 A Yes.

1 Q Okay. Now, at the time you signed this document,  
2 you hadn't read this; is that right?

3 A No.

4 Q Okay. All right. Well, were you signing the  
5 document on behalf of Mr. Thompson so that he could be  
6 admitted to NHC Mauldin?

7 A I was signing because I'm his daughter. And my  
8 mama is not well. My daddy certainly couldn't have  
9 signed. And there was nobody else but me, so I was  
10 signing as his daughter. I do not have power of  
11 attorney. Nobody ever asked me if I had power of  
12 attorney or any other kind of document.

13 Q Okay. Were you signing this document on his  
14 behalf to enter him into the facility?

15 A I was -- somebody had to sign. That's what I was  
16 told, that somebody had to sign and somebody had to pay  
17 what they required before he could step foot in the  
18 door. And so there was nobody else but me.

19 Q So you signed the document so he could be  
20 admitted?

21 A I did not sign as -- I did not go over there  
22 saying I was his legal representative. Is that what  
23 you mean?

24 Q No, ma'am. I'm saying, did you sign this document  
25 so he could be let into the facility?

1 A They told me that somebody would have to sign  
2 before they would allow him to come through the door.

3 Q And that's why you signed the document?

4 A I signed it because I'm his daughter.

5 Q To get him into the facility?

6 A Well, yes. I guess that's -- you know, if you  
7 want to look at it like that, yes, but --

8 Q I'm going to have to get some pages changed, if I  
9 may. Let's look at the page called page 77.

10 A Uh-huh.

11 Q Now, under the paragraph nine, it says "insurance  
12 coverage." Do you see that?

13 A Yes.

14 Q It says, "When the center has determined that the  
15 patient is eligible for insurance benefits including  
16 but not limited to Medicare, it will submit a claim for  
17 payment. Precertification of insurance, if required,  
18 is the responsibility of the patient." Then the next  
19 paragraph says, "The fact that the center submits a  
20 claim for payment does not relieve the patient from  
21 liability for the cost of care for any days determined  
22 by the program administrator as noncovered or pay the  
23 patient's portion of the liability as determined by the  
24 appropriate program administrators." It says that,  
25 doesn't it?

1 A That's what it says, but --

2 Q Okay.

3 A I can't -- I can't tell you for sure that this  
4 page was even in there because my signature is not on  
5 it.

6 Q All right. And you signed on the next page in the  
7 document; is that correct?

8 A Yes.

9 Q And you signed under "legal representative"; is  
10 that right?

11 A Well, you said the little X mark here. I signed  
12 where -- I would not have put an X mark there because I  
13 didn't know where she wanted me to sign. I signed  
14 where she told me to sign.

15 Q And you signed on the next page at the top; is  
16 that right?

17 A That is my signature.

18 Q Okay. And you signed on the page following that;  
19 is that correct?

20 A But -- but can I go back?

21 Q Yes, ma'am.

22 A Okay this, on page 79, this says "insured." She  
23 told me to sign here. I'm not the insured, but I  
24 signed because she told me to sign it there.

25 Q Let's look at the next page. You signed on the



1 next page; is that correct?

2 A Yes. You see the X? I signed where she told me  
3 to sign.

4 Q And you signed on the page after that; is that  
5 correct?

6 A Yes. You see the X?

7 Q All right. Now, look on the page following that.  
8 Starts off with "patient responsibilities," correct?

9 A Uh-huh.

10 Q All right. Number one, "Promptly pay all charges  
11 in accordance with this agreement"?

12 A Yes.

13 Q It says that?

14 A Yes.

15 Q Now, in signing this agreement, were you agreeing  
16 to pay all the charges?

17 A No.

18 Q Were you agreeing that Mr. Thompson would pay all  
19 the charges?

20 A No. His insurance was to pay all the charges, but  
21 when they got the denial notice in less than 24 hours,  
22 they chose to ignore it and not let anybody know.

23 Q This indicates it's a patient responsibility to  
24 pay all the charges, doesn't it?

25 A Well, that's what it says. But, there again, I

1 didn't get a copy of what I signed so I don't -- I  
2 can't truthfully say that it was in there. But, I  
3 mean, nothing was discussed anyway.

4 Q Look under the paragraph H on that same page.  
5 Paragraph one, first sentence says, "Patient agrees and  
6 understands that this agreement is applicable and in  
7 full force and effect until discharge of the patient  
8 regardless of payment source changes." It says that,  
9 correct?

10 A Yes.

11 Q All right. Now, you didn't read any of this  
12 agreement at the time you signed it?

13 A No. And he had been in two times prior to  
14 National Health Care and with Jennifer Zaire. I had no  
15 problems. I didn't have no problems with her when he  
16 was signed in on the 26th of January. She was very  
17 nice to me.

18 Q I think you had mentioned on your direct testimony  
19 that you don't really understand the Medicare rules; is  
20 that right?

21 A I didn't have a clue as to the Medicare rules  
22 before all this came about, and I tried to understand  
23 the Medicare rules as best I could, but Medicare rules  
24 are very complicated.

25 Q Look at page 83. All right. Under

1 "acknowledgement," it says, "Patient and other parties  
2 signing this agreement have reviewed this admission and  
3 financial agreement, have had opportunity to ask  
4 questions of center personnel about the agreement, and  
5 understands that admission to this center constitutes  
6 agreement to be bound by said admission and financial  
7 agreement"; is that correct?

8 A That's what it says.

9 Q And you have signed there, "other persons signing  
10 on behalf of patient," and you signed there; is that  
11 correct?

12 A Yes, where she put the X.

13 Q All right.

14 A That's where I signed. But you have to understand  
15 that this was the third time that my father had been in  
16 National Health Care. We had had no problems. He did  
17 not owe a penny from the first two stays. The third  
18 time that he went in on January 26th, I had no reason  
19 to believe that it would be any different than first  
20 two stays that he had.

21 Q Now, when y'all were filling out this paperwork,  
22 weren't you asked where he had been before in the last  
23 60 days?

24 A I was never asked anything, never.

25 Q Is there an Exhibit 13 up here? You're looking at

1 Exhibit 13 now, Plaintiff's Exhibit 13?

2 A Yes.

3 Q Review this for me and tell me if that accurately  
4 reflects where he was at various times between  
5 March 2010 and January 2011.

6 A I can't say for absolutely sure, but I know that  
7 he was at several different skilled nursing facilities.  
8 He was in the hospital a lot, but I don't have like the  
9 information from each one of these stays. And this is,  
10 as I understand, what Lisa put together. But if  
11 they're saying that I -- that they had asked me where  
12 he was, why would they have to put this together?

13 Q Didn't you tell Lisa in one of those phone calls  
14 that he had been at Riverside skilled nursing facility  
15 in August and September of 2010?

16 A I seriously doubt that I would have said August  
17 and September. I may have said Riverside because he  
18 was at Riverside.

19 Q And he was at NHC Mauldin for two stints between  
20 May and June and June and July; is that correct?

21 A Yes. I know the May 17, 2010, is correct because  
22 that's the baby's birthday. And they were there with  
23 all their friends to see my dad.

24 Q And he was at Riverside again in -- prior to that  
25 he was at Riverside for a few days between March 30th

1 and April 9th; is that right?

2 A That's what it says, yes, sir.

3 Q All right. Can you recall why you took him out of  
4 Riverside the second time?

5 A Sir, I have never taken my father out of any  
6 facility. I did not even know that was possible, that  
7 you could just take somebody out of a facility like  
8 they said that I did. I had never taken my dad out of  
9 any facility. You can confirm that with any facility  
10 that he's been at. When my father has been discharged  
11 at every facility he's ever been, it has been because  
12 he has met his potential. And I've got to know what  
13 those words meant. I mean, the first time that I heard  
14 "met his potential," I didn't know what that was. But  
15 I did not want my father or anybody else to incur any  
16 kind of bills that is unnecessary. And if somebody at  
17 a facility says he has met his potential, Medicare will  
18 not pay after this date, which it was normally  
19 three days, four days a week that they gave you that  
20 notice, then I knew, you know, that he needed to go  
21 home.

22 Q So it's coincidental that he left Riverside the  
23 second time right after his 100-day benefits had  
24 expired?

25 A I did not know that that was what happened. If

1 that is what happened, they did not use those words to  
2 tell me that that is what happened. But a facility  
3 will not keep a person, as I understand, unless they  
4 have some kind of written authority to do so after they  
5 tell you that Medicare will stop paying because they're  
6 in contact with Medicare a lot. And, I mean, they're  
7 going to make sure that it's paying or the ones that we  
8 had used before.

9 And, you know, I have no dealings with his days  
10 that you're talking about here that added up to 100. I  
11 don't know that that's correct. Because I was never  
12 told that he had met his 100 days so, I mean, is it  
13 possible that she added these days up and it came to  
14 100? Or is it possible that maybe some of these days  
15 are not correct? I don't know because I was never told  
16 anything. I was just always told "met his potential,"  
17 and I never questioned it because they're the ones that  
18 has the one on that.

19 Q Well, the nursing home didn't decide what Medicare  
20 pays; Medicare decides it, right?

21 A That is right. But when Medicare tells the  
22 nursing home that he is not progressing like they want  
23 him to progress in order to continue to pay, then they  
24 will send him home. That's what I mean.

25 Q I'm going to show you a document marked Exhibit

1 22. And I'll tell you that's a document that your  
2 attorney submitted to me apparently from your records;  
3 is that correct?

4 A I got up what I could. I have a 24-hour-a-day job  
5 with my mom. If you can imagine, she can't even comb  
6 her own hair. It's pitiful. It really is.

7 Q I understand. That's tough. This is a Medicare  
8 summary notice, correct?

9 A Yes.

10 Q And I believe it shows the date of it is March 12,  
11 2010; is that right? Right beneath the word "notice"  
12 at the top.

13 A Yes, that's the date.

14 Q And this was addressed to Wade Thompson. That's  
15 your father, correct?

16 A It is.

17 Q And I believe it's got his Medicare number on it;  
18 is that right?

19 A Yes.

20 Q And this is a summary, apparently, of the claims  
21 processed from December 2009 to January 26th of 2010;  
22 is that right?

23 A Yes.

24 Q Turn to the second page of this, please. First  
25 paragraph there on the second page under "part A,

1 hospital insurance inpatient," in the middle of that  
2 paragraph it says, "A benefit period begins the first  
3 time you receive Medicare coverage inpatient hospital  
4 care and ends when you have been out of the hospital or  
5 skilled nursing facility for 60 consecutive days"; is  
6 that correct?

7 A That's what it says.

8 Q Now, I believe this thing over there on the right  
9 side has a paragraph about your right to appeal, right?

10 A Yes.

11 Q Turn over to the third page, please. Look under  
12 paragraph B, as in boy. It says, "Days are being  
13 subtracted from your total inpatient hospital benefits  
14 for this benefit period"; is that correct?

15 A That's what it says.

16 Q Do you recall physical receiving notices like this  
17 at your address, 1226 Brushy Creek Road, periodically  
18 over the course of the years?

19 A I do know they have come in, yes.

20 Q Look at the paragraph that's called paragraph four  
21 of five at the top. I'm sorry, not paragraph, page  
22 four of five. Do you see that?

23 A Yes.

24 Q Look at the third paragraph down. It says, "If  
25 you aren't due a payment check from Medicare, your



1 Medicare summary notices will now be mailed to you on a  
2 quarterly basis. You will no longer get a monthly  
3 statement in the mail for these types of MSNs. You  
4 will now get a statement every 90 days summarizing all  
5 of your Medicare claims," correct?

6 A That's what it says.

7 Q Okay. So they have been sending these statements  
8 out to your address or to Mr. Thompson's address on a  
9 quarterly basis summarizing his Medicare claims; is  
10 that right?

11 A Well, that's what it says. I didn't know that.

12 Q Okay.

13 A I mean, I have seen them, but periodically, like  
14 you say, periodically. But I had no idea when they  
15 sent them.

16 Q Now, when Lisa Bollinger called you the morning of  
17 March 8th, didn't she tell you that Medicare had  
18 advised them that there were no benefit days left?

19 A No, sir, she did not.

20 Q You had follow-up calls with Lisa on March 15 and  
21 March 21, didn't you?

22 A I know it was a few days after I went and picked  
23 my dad up.

24 Q All right. Did you tell Lisa that you couldn't  
25 get any information from Medicare?

1 A Yes, I did.

2 Q So she was asking you to contact Medicare for this  
3 information about where he had been, correct?

4 A Yes.

5 Q Because she was trying to map out and see where  
6 that 60-day break was; is that right?

7 A I guess. She didn't explain why she was asking  
8 those questions.

9 Q And you didn't ask?

10 A I didn't ask. I don't file the claims. They file  
11 the claims.

12 Q And if Medicare didn't pay, you didn't care?

13 A I didn't know that. When she called me, she did  
14 not mention -- she did not mention one thing about  
15 there was no coverage. The only thing she said was,  
16 "We're trying to figure out where he was." I don't  
17 know the Medicare rules. I didn't know why she was  
18 trying to ask me that.

19 Q And --

20 A I just tried to answer her question.

21 Q And Lisa subsequently called you, I believe --

22 let's see. She called you on March 21 and told you  
23 that she had found out from Medicare that Mr. Thompson  
24 had been at Carolina Behavioral from October to  
25 November 22; is that correct?

1 A I guess that's right, yes.

2 Q You confirmed that, yes, he had been there?

3 A He had been there, yes.

4 Q Do you agree that, in fact, he had exhausted his  
5 100 benefit days in his stay at Riverside in  
6 September of 2010? Do you agree with that?

7 A Well, no. I can't say that I agree to it because  
8 I don't do the billing. And I didn't know how many  
9 days he had left or if this is correct.

10 Q Okay. So you think he has more benefit days?

11 A I don't have any idea, sir.

12 Q Now, when Lisa called you about Carolina  
13 Behavioral and you confirmed that information on  
14 March 21, isn't that when she told you, "We're going to  
15 have to bill Mr. Thompson for this care"?

16 A I -- I remember three calls from her. The first  
17 time I know nothing was mentioned about the days or  
18 anything. She just said that she was trying to figure  
19 out where he had been. That was the words that she had  
20 used. And she said, "Where was he in the hospital?"  
21 And I told her AnMed. And that was the hospital. That  
22 was the only hospital that he had been in.

23 Now, I can't remember if it was the last time or  
24 the time before last when she called me that she told  
25 me that it was not going to be covered. But I do know

1 for absolute fact that it was after I had gone to pick  
2 my dad up.

3 Q Because you picked him up on the 10th?

4 A Yes. So the 15th or the 21st, I could agree with  
5 that. And that's -- I would say it was probably the  
6 21st because that's when she told me that I would have  
7 to file Medicaid and put on it whatever it would take  
8 to get my dad qualified. Well, I'm not crazy enough to  
9 have a federal charge against me for filing whatever it  
10 would take, as she said, to get my dad qualified for  
11 Medicaid for somebody else's mistake. I wouldn't do it  
12 anyway, but I'm certainly not going to do it for when  
13 it was their mistake, National Health Care's mistake  
14 for not letting us know that daddy did not have any  
15 coverage and we could have brought him home.

16 Q When you're talking about discharge, you said when  
17 you pulled up there, they had him in a wheelchair?

18 A In his room.

19 Q Did you go in there and get him?

20 A Yes, I did.

21 Q You didn't talk to anybody?

22 A I know that I didn't talk to anybody from the  
23 business office.

24 Q Okay.

25 A There may have been a CNA or, you know, like an

1 LPN or something there, but I didn't talk to anybody  
2 from the business office or anything.

3 Q Did you sign anything at the discharge?

4 A I don't recall signing anything, but that has  
5 been -- that was in 2011.

6 Q Because I thought your testimony was you had  
7 pulled up, he was in the wheelchair --

8 A No.

9 Q -- all packed up?

10 A No, huh-uh. He was all packed up. They had him  
11 in the wheelchair. I may not have said that in the  
12 correct manner. He was in his room. They didn't have  
13 outside or anything, no. It wasn't that.

14 Q Okay.

15 A I'm not saying anything bad about National Health  
16 Care, the care that he got or -- you know, I'm just  
17 saying that they failed to tell us that he had no days  
18 so that I could take my dad home.

19 Q Okay. So you were only going to leave him there  
20 as long as Medicare was paying for it?

21 A Yes. That's all that he's ever stayed, for when  
22 Medicare would pay for it.

23 Q I'm going to show you Plaintiff's Exhibit 7 and  
24 ask you, on the last page, I believe there is a  
25 signature that you signed that; is that correct?

1 A That is my signature, sir, it is.

2 Q And that's a discharge summary that they would  
3 have given you at the time of his discharge, correct?

4 A That is what it says, the first three pages. Like  
5 I said, I don't recall signing this, but this is my  
6 signature. But my signature is only on the last page.

7 Q So you don't think you ever saw the other pages?

8 A I don't -- that's been since 2011, sir. I mean, I  
9 can't tell you every page that I signed or that was  
10 attached, but who is this?

11 Q All right. Let me show you another document.

12 A Okay.

13 Q This is Plaintiff's Exhibit 19. Is that also your  
14 signature on it in two places, I believe?

15 A Yes, sir. That is my signature.

16 Q One signature on one side is inventory of items  
17 checked in, and the signature on other side is  
18 inventory for items checked out?

19 A Yes. But it's blank. Everything is blank on that  
20 page.

21 Q And you signed it, correct?

22 A Well, I think I did what they told me to do  
23 because it was blank. Looks like he came in naked and  
24 left naked.

25 Q I'm now going to show you a document and it's

1 marked Exhibit 16. This is -- this was the check that  
2 you made the payment for the additional amount for the  
3 private room for 30 days, correct?

4 A Yes. They didn't have a semiprivate available.

5 Q Okay. This is the account of your father and  
6 mother, correct?

7 A Yes.

8 Q And I believe you said you had signature  
9 privileges on that account?

10 A Yes.

11 Q Now, this isn't the only check you signed for  
12 them, is it?

13 A There are very, very few checks that go through.  
14 This is one of the very few. Everything is or most  
15 everything is on draft. But I didn't have a choice if  
16 we wanted him to get treatment because this had to be  
17 paid. You can see that on the discharge notes from the  
18 social worker where she talked to Jennifer. That had  
19 to be paid. That was an agreement. That had to be  
20 paid for 30 days before they would let him come in.

21 Q I'm going to show you a document marked  
22 Plaintiff's Exhibit 18. I'll represent to you the  
23 first page of this is your responses to our requests  
24 for production. Do you recognize that?

25 A Yes.

1 Q All right. Now, we had asked you for copies of  
2 all the documents and records regarding the handling of  
3 the accounts and assets of Wade Thompson by persons  
4 other than Wade Thompson from January 2011 to the  
5 present?

6 A I believe that's right.

7 Q The only document we received from you is this one  
8 check which is Exhibit 16, correct?

9 A (Nodding.)

10 Q There are other documents, aren't there?

11 A I would have to go and try to pull it. I mean,  
12 I'm not saying that there is or there's not. I'm just  
13 telling you there's very few checks that are written  
14 out, if that's what you mean.

15 Q The question was for all documents and records  
16 reflecting the handling of accounts and assets of Wade  
17 Thompson by persons other than Wade Thompson.

18 Now, your testimony prior was that you didn't  
19 think he was competent?

20 A That's right.

21 Q So he certainly wasn't handling his own accounts  
22 and his own assets, was he?

23 A No.

24 Q Somebody was handling them for him, wasn't they?

25 A Yes, but what I was trying to explain was like the



1 water bill, the electric bill, all of that is on draft  
2 and has been on draft with the same checking account  
3 for as long as I can remember. That's why I'm saying I  
4 do not handle his day-to-day month-to-month expenses  
5 because that was set up through draft years ago. We  
6 have not moved. It's the same power company, the same  
7 water company, same insurance through Mutual of Omaha.  
8 Nothing has changed, so I don't have to write out those  
9 bills monthly, if that's what you mean.

10 Q Who does the reconciliations for his bank  
11 accounts?

12 A Nobody. There's very little money left in there  
13 at the end of the month.

14 Q He's got other properties, correct?

15 A Yes.

16 Q All right. Some of those properties are rented;  
17 is that right?

18 A Yes.

19 Q And do some of those properties have mortgages on  
20 them?

21 A No.

22 Q No?

23 A No. He has some mobile homes, and they're valued  
24 anywhere from \$800 to \$1,700. They're very old mobile  
25 homes. They're extremely old, and, no, he doesn't owe

1 any money on that.

2 Q Well, somebody else is collecting the rents on  
3 them, aren't they?

4 A Yes.

5 Q And there are expenses associated with those  
6 mobile homes; is that right?

7 A Yes. That's why we try to keep them rented, just  
8 to try to pay those expenses.

9 Q Are they paid out of this account or is there  
10 another account?

11 A They're paid out of this account.

12 Q But none of those documents are produced?

13 A No, sir. I mean, if you only could understand  
14 what my days and nights consist of, then you would  
15 understand that it's just extremely hard, it's  
16 extremely burdensome for me to try to do more than I  
17 do. And I know my mom can't help it, but she just  
18 can't do a thing for herself, and she has a feeding  
19 tube. I have to do all of her feeds, her flushes,  
20 getting her to the bathroom, getting her changed,  
21 baths. She doesn't sleep good because of the brain  
22 tumor. She can't have anything to help her sleep. I'm  
23 up and down all night long. You see the bags.

24 Q I don't mean to cut you off, but I'm trying to  
25 focus on this. If there were some expenses with some

1 of the mobile homes or some just household expenses for  
2 groceries or whatever, would you pay those expenses out  
3 of this account?

4 A Most of the time no because people that come in  
5 and work on those old, old homes, they might have to  
6 like replace a part of a floor where the roof has  
7 leaked down, something like that, they want cash. They  
8 don't -- I mean, we always get a receipt. I don't know  
9 what you're trying to --

10 Q Who gives them the cash?

11 A I do most of the time.

12 Q Where do you get the cash?

13 A From the rents that I collect.

14 Q Okay. So you're collecting rents for Mr. Thompson  
15 and you're making payments from the cash and those kind  
16 of things out of his accounts?

17 A Uh-huh.

18 Q All right. Now, if there were some bills that  
19 needed to be paid, you could pay those bills from this  
20 account, this same account where this check is; is that  
21 right?

22 A Yes.

23 Q All right. So you would agree that you would have  
24 access to his accounts and the control over his  
25 financial accounts; is that right?

1 A I don't have control over his financial accounts.  
2 If there's a bill that needs to be paid, yes, I can pay  
3 that bill. But I do not have control over his property  
4 or whatever. My name is not on anything, sir. I just  
5 try to help because there's nobody else to do it.

6 Q Do you know anything about the advanced  
7 beneficiary notice?

8 A I have heard about that.

9 Q So --

10 A Only since all this started. I did not know  
11 anything about it before.

12 Q All right. Do you agree that the reason that  
13 Medicare did not pay the bill to NHC is because  
14 Mr. Thompson's benefits had been exhausted, his  
15 100 days of benefits had been exhausted?

16 A No.

17 Q You don't agree with that?

18 A No, sir.

19 Q Okay.

20 A Not from what I was told. When all of this was  
21 happening in 2011, I didn't know anything, but I was  
22 actually forced to learn a little bit, but it is very  
23 complicated. But from what I am told, National Health  
24 Care disregarded my father's --

25 Q Who were you told this by?

1 A I guess it was the hospital.

2 Q Okay.

3 MR. ALLEN: I'll object to this testimony if it's  
4 hearsay.

5 THE COURT: Let's move along.

6 MR. ALLEN: Thank you.

7 THE COURT: Sustained.

8 MR. ALLEN: Your Honor, I believe I have gotten  
9 her -- I don't know, quite frankly, how many of these  
10 exhibits have been admitted, but we would move to  
11 admit, if it's not already in there, Plaintiff's 7,  
12 Plaintiff's 19 and Plaintiff's 18 into evidence.

13 THE COURT: Plaintiff's 7, 18 and 19. Any  
14 objection?

15 MS. INGLES: No, sir.

16 MR. GAMBRELL: No objection.

17 THE COURT: All right. Plaintiff's 7, 18 and 19  
18 will be admitted without objection.

19 (WHEREUPON, Plaintiff's Exhibit Numbers 7,  
20 18 and 19 were admitted into evidence.)

21 MR. ALLEN: Thank you, Your Honor.

22 BY MR. ALLEN:

23 Q Ms. Thompson, I'm showing you Exhibit 21. I  
24 believe you have already identified that exhibit at  
25 least in your direct testimony. That's the e-mail that

1 you sent me on February 19 of 2014; is that correct?

2 A Yes.

3 Q Now, in this e-mail, the second half of that first  
4 paragraph said, "As I told you over the phone, NHC had  
5 either misled or lied to me about the circumstances of  
6 my father being admitted to NHC. The admission that  
7 they claim money owed was not the first admission to  
8 NHC. Nothing was different with that admission than  
9 the other admissions. My father had the same insurance  
10 and supplemental policy for the last admission as he  
11 did for the other admissions." That's what it says?

12 A Yes, sir.

13 Q There is nothing in this e-mail that says anything  
14 about NHC discharging your father from NHC for reaching  
15 his potential; is that correct?

16 A Yes.

17 Q And this is a full couple of years after you took  
18 him away from NHC, correct?

19 A Yes, but I would not think that there would have  
20 been a reason for me to mention that.

21 Q Well, didn't you write this right after you got  
22 served with the notice of the demand for arbitration?

23 A I didn't get served the arbitration. It didn't  
24 get to me. You said you didn't have it served. You  
25 said you mailed it.

1 MS. INGLES: Is an exhibit being offered?

2 MR. ALLEN: I'm sorry. What I've got are copies  
3 of the affidavits of service of the notice of  
4 arbitration. The originals may have been filed with  
5 the court with the motion to confirm the arbitration  
6 award. I don't have the originals in my file. And I  
7 would move to submit these two affidavits of service.

8 THE COURT: Is there any objection?

9 MS. INGLES: I'll object to there not being an  
10 original of it and there's no case number on it, but  
11 the original is available.

12 THE COURT: Let me -- looks likes there were  
13 affidavits submitted to the court on September 10th of  
14 last year -- two years ago, 2014, from the office of  
15 James Sarratt. There appears to be copies of letters  
16 attached to that affidavit. The court will take  
17 judicial notice.

18 MR. ALLEN: Thank you, Your Honor. Do I need to  
19 submit these?

20 THE COURT: You don't need to submit those. The  
21 arbitration award is not binding anyway. The court has  
22 not confirmed it so it's of very little value in this  
23 hearing.

24 MR. ALLEN: Thank you, Your Honor.

25 Q I'm just going to show you that document. Does

1 that refresh your recollection about being personally  
2 served with the notice of arbitration on February 3 of  
3 2014?

4 A Is this where someone come and handed me  
5 something?

6 Q (Nodding.)

7 A Yes. I did get this where somebody handed me  
8 something, but what you're talking about, the  
9 arbitration time that we were supposed to meet, you  
10 said you mailed that. And that, I didn't ever see  
11 that, but I guess this is what was handed to me. And  
12 I'm not sure if this is what just says that the  
13 arbitration was going to be held or something. I'm not  
14 sure.

15 Q All right. I believe you said there's been no  
16 adjudication of incompetency of your father back before  
17 January of 2011; is that right? Did you understand the  
18 question? I'm sorry.

19 A Do you -- what you're trying to say is that that's  
20 when he started having the incompetency problems?

21 Q Let me rephrase the question.

22 Has a court determined that your father is  
23 incompetent?

24 A Well, he has a guardian ad litem. The court did  
25 that.



1 Q Has a court had a hearing and determined that he  
2 is incompetent?

3 A Other than what the guardian ad litem did, no,  
4 sir.

5 Q In this case.

6 A In this case, yes.

7 Q Prior to January of 2011, had the court -- had a  
8 court determined that he was incompetent?

9 A No, sir. There was no need to have to go through  
10 that that I knew of. We just went by what the doctors  
11 notes were. We knew that he had Alzheimer's.

12 Q Okay. You recognize that not everybody that has  
13 Alzheimer's is incompetent?

14 A Yes. I understand that.

15 Q And I think you said before that you really have  
16 no medical training?

17 A No, sir, I don't. But I have -- I've always been  
18 close to my father. And I can clearly tell you that  
19 there is a major difference between him now and when I  
20 was growing up. But no, sir, I do not have any formal  
21 medical training. I don't claim to, sir.

22 Q And I believe you also testified on your direct  
23 testimony that when you were talking to Jennifer, she  
24 did not mention Medicare?

25 A No, sir, she didn't.

1 Q And I think you also said you were assuming that  
2 Medicare was going to pay for this bill?

3 A Well, a facility wouldn't allow you to come in.

4 Q Don't facilities allow people to come in as  
5 private pay patients?

6 A Not without prepayment. That is exactly why she  
7 had to have the \$630.

8 Q Other than the \$630 that you paid, that advance  
9 payment, neither you nor Wade Thompson had made any  
10 other payment toward any of these charges; is that  
11 right?

12 A That's correct.

13 Q Okay. I think you said before just previously you  
14 didn't really have a problem with any of the services  
15 that NHC had provided for him; is that right?

16 A While he was there. I said Jennifer was very nice  
17 to me.

18 Q And you know he got physical therapy and  
19 occupational therapy while he was there?

20 A Yes.

21 Q I think you heard the testimony from Lisa earlier  
22 about the various services he had. He had 24-hour  
23 nursing care and those kind of things?

24 A Yes. There was a nurse on the floor.

25 Q Okay. I think you testified earlier that money is

1 going out left and right, insurance premiums and other  
2 things; is that right? So there is money that your  
3 father has or that is in that account; is that right?  
4 A No, sir. What I mean is daddy's social security  
5 check and his little retirement check and my mom's  
6 social security check, that comes in and it goes out.  
7 That's what I mean. That there's nothing left over.  
8 That's what I'm trying to say.

9 MR. ALLEN: Your Honor, that's all the questions  
10 I've got.

11 THE COURT: All right.

12 Mr. Gambrell, do you have any questions for this  
13 witness?

14 MR. GAMBRELL: Very briefly, and I do mean brief.

15 CROSS-EXAMINATION

16 BY MR. GAMBRELL:

17 Q Ms. Thompson, at the time of admission on  
18 January 26th, if NHC had informed you that your dad  
19 would have been technically ineligible for Medicare  
20 benefits, would you have signed the admission  
21 agreement?

22 A No, sir, I wouldn't.

23 Q If they would have informed you seven days later  
24 that he was ineligible to receive Medicare benefits,  
25 what would you have done?

1 A I would have taken him home.

2 MR. GAMBRELL: No further questions.

3 THE COURT: Anything further from this witness?

4 MS. INGLES: Your Honor, I just have one quick  
5 question if I may on this Medicare summary notice that  
6 she was questioned about on cross-examination.

7 REDIRECT EXAMINATION

8 BY MS. INGLES:

9 Q Ms. Thompson, you read from the Medicare summary  
10 notice, I believe Plaintiff's Exhibit 22, that these  
11 summary notices were going to start coming quarterly.  
12 And this was back in 2010, which was a year before your  
13 dad went into NHC. So quarterly since he was in there  
14 January, February, March, you would not have gotten a  
15 summary notice until after he had been discharged; is  
16 that correct?

17 A That's right.

18 MS. INGLES: That's all I have.

19 RECROSS-EXAMINATION

20 BY MR. ALLEN:

21 Q Just to clear up something, I think that  
22 Exhibit 12 or 22, the Medicare summary notice, that's  
23 dated March 12th of 2010, correct?

24 A Yes.

25 Q Okay. He was in NHC in January of 2011, correct?

1 A Uh-huh.

2 Q Okay.

3 MR. ALLEN: Your Honor, again, I don't know if 22  
4 was admitted or not. I just wanted to make sure the  
5 exhibits were admitted that we had discussed.

6 MR. ALLEN: I would admit 22, then.

7 THE COURT: Any objection?

8 MS. INGLES: No objection.

9 MR. GAMBRELL: No objection.

10 THE COURT: Plaintiff's 22 would be admitted  
11 without objection.

12 (WHEREUPON, Plaintiff's Exhibit Number 22 was  
13 admitted into evidence.)

14 THE COURT: Ma'am, you may step down.

15 THE COURT: Ms. Ingles.

16 MS. INGLES: Nothing further as far as testimony.

17 THE COURT: All right.

18 Mr. Gambrell, anything, any witnesses on behalf of  
19 your client?

20 MR. GAMBRELL: No, sir, your Honor.

21 THE COURT: Okay. All right.

22 MS. INGLES: Your Honor, I would renew my motion  
23 for directed verdict at this time on the same grounds  
24 that I stated earlier. Just in the interest of time, I  
25 could go through that line by line, but I did want

1 to --

2 THE COURT: Okay.

3 MS. INGLES: -- renew that.

4 THE COURT: I find --

5 Mr. Allen, let me ask you this before I rule on  
6 that. I haven't heard any evidence presented on the  
7 issue of fraud. On what are you basing your fraud  
8 claim?

9 MR. ALLEN: The fraud claim was based on her  
10 representation that she was authorized to by law or by  
11 him to check him into this facility. Her testimony and  
12 her answers to requests for admissions together  
13 indicate that she's got no liability.

14 Our problem here, Your Honor, is we have got her  
15 saying, "I'm not responsible and I wasn't authorized,"  
16 and him saying, "I'm not responsible because I didn't  
17 authorize anybody to do it." Somebody -- our position  
18 is simple. Somebody has got to be responsible for the  
19 bill, and it's either him or her. We think he should  
20 be responsible, but if -- I mean, we can't just allow  
21 him to get off on the basis that he was incompetent or  
22 whatever.

23 THE COURT: Whether somebody is responsible for  
24 the bill is a different question than whether somebody  
25 committed fraud. That's my question to you. I mean,

1 I'm going to deny the directed verdict motion on the  
2 issue of personal liability. I'm going to take that  
3 under advisement with everything else. But my question  
4 is on the issue of fraud because, as you well know,  
5 there are certain elements that have to be proven in  
6 fraud, and I don't have in the record from my  
7 recollection of the testimony, I don't see the elements  
8 of fraud being presented.

9 MR. ALLEN: Well, I believe she made a  
10 representation in that document that she was authorized  
11 by law or by him to sign, enter into the agreement, to  
12 sign him into this facility, to sign in on his behalf.  
13 He has denied that she had such authority. So that's a  
14 potentially false statement. She's denied that it had  
15 any legal effect. So, once again, it's potentially a  
16 false statement. I think her testimony was clear as  
17 well as NHC that was saying we wouldn't have let him in  
18 but for her signing that agreement. So that gets your  
19 reliance and your intent to rely and those kind of  
20 items. And then our damages, we potentially are in a  
21 situation where both defendants claim they're not  
22 responsible and nobody is left to pay the bill.

23 THE COURT: I understand your argument. Okay.

24 Ms. Ingles, anything else you would like to  
25 present?

1 MS. INGLES: No, your Honor.

2 THE COURT: I understand your argument.

3 MS. INGLES: On fraud. I could address that,  
4 but --

5 THE COURT: Mr. Gambrell, You have not said a  
6 whole lot this afternoon, but I think I understand your  
7 position. But if there's anything you would like to  
8 add, I'll be willing to take that at this point.

9 MR. GAMBRELL: I would just say this real brief,  
10 Judge, with regard to the agreement that they're trying  
11 to enforce, you know, there was a representation made  
12 that says that in their judgment that my client's  
13 care -- and it's underlined -- be covered by Medicare.  
14 And I believe that his representative in admitting him  
15 to that facility relied on that representation, and it  
16 was an incorrect representation. And it was a  
17 representation that could have been easily been cleared  
18 up, that mistake of whether or not he was covered by  
19 Medicare by NHC. They have the resources and they have  
20 the knowledge to be able to do that.

21 Ms. Bollinger testified that on the 7th when she  
22 received the recertification e-mail saying there was no  
23 benefit days left, she made one phone call to AnMed and  
24 was able to determine that there was a hospital stay  
25 prior, in January, prior to the January 22nd stay that



1 would have made him ineligible. Now Ms. Balon  
2 testified that she received documents from AnMed, and  
3 in that document it clearly states that Mr. Thompson  
4 received a PPD. And it was read on January 11th. When  
5 I asked Ms. Bollinger about that, she said yes, that  
6 would have been indicative that there would have been a  
7 prior hospital stay prior to January 22nd. They had  
8 the information with them on January 22nd when they  
9 admitted him to know when they received that first  
10 Medicare verification from their home office that said  
11 they had no days available during the benefit period,  
12 she knew there should have been something else going  
13 on. She didn't call anybody. She didn't tell anybody.  
14 She didn't do anything. They basically let him sit  
15 there for 40 days accruing a bill that everybody  
16 thought was going to be paid by Medicare, and then it  
17 turned out because of their mistake that it wasn't.  
18 And really to induce them to enter into this agreement  
19 when everybody is under the assumption that Medicare is  
20 going to pay it upon representation that they made  
21 based on a mistake that they could have cleared up with  
22 one phone call is the reason why my client should not  
23 incur that liability.

24 THE COURT: Thank you, Mr. Gambrell.

25 All right. I'll deem the case to have been

1 submitted. And I want the attorneys to make sure that  
2 all the exhibits are here. I'm going to take this  
3 under advisement. I'm going to read everything. Y'all  
4 have given me a lot to think about.

5 (WHEREUPON, the hearing ended at 5:15 p.m.)

6 \*\*\*END OF REQUESTED TRANSCRIPT OF RECORD\*\*\*

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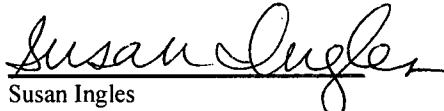


Certificate of Counsel

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The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

October 18, 2017

  
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