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The Quarterly

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COMMON TITLE ISSUES IN OIL AND GAS LAW

By: Craig I. Adler, Esq. and Paul R. Van Fleet, Esq.

With the relatively recent rise in the development of the Marcellus Shale formation, which occupies vast tracts of land in Western and Northern Pennsylvania, title disputes over potentially profitable tracts of land are becoming increasingly common. As technology creates new opportunities for shale drilling, courts and real estate attorneys are closely scrutinizing the specific language of conveyance documents. As this article will show, a prudent landowner (and his attorney) must be aware of several title pitfalls to be encountered in land transactions within the Marcellus Shale.

In Pennsylvania, land rights are categorized as "estates." Pennsylvania recognizes three particular types of estates in land: the surface estate, the mineral estate, and the right to subjacent support. Surface estates convey a right in the surface of the land only. Mineral estates convey rights in the minerals contained under the land. The right to subjacent support means that the landowner has the right to have his land physically supported in its natural state by both adjoining structures, whether on land or underground. These estates are freely severable from each other. As a result, it is possible (and common) that one person or entity could own the rights to the surface of a tract of land and another could own the minerals that exist under that land. Estates are conveyed in the same manner as the land itself, and the specific wording of the grant of title is crucial in understanding exactly what type of estate is conveyed and the extent to which that estate may be used in relation to other estate owners.

There are many types of title that may be granted by deed or some other conveyance instrument, but the two most common are title in fee simple and title by leasehold. Title by fee simple means that the estate is completely owned and controlled by the grantee, and are only encumbered by the rights of the government. A leasehold, on the other hand, means that title is passed to the grantee only for possession, not ownership. Various other interests may be conveyed, but for the purposes of oil and gas controversies, most issues arise from the conflict between fee simple owners (in surface rights or in mineral rights) and leaseholders.

The first controversy in title that can occur between a landowner and a leaseholder is determining what type of resource rights that owners of "mineral rights" can convey to the leaseholder. In Pennsylvania, a very old legal rule called the Dunham Rule dictates what particular rights are granted when a deed conveys "mineral rights." The Dunham Rule, which is derived from the very old Pennsylvania case Dunham & Shortt v. Kirkpatrick, 101 Pa. 36 (1882), holds that there is a rebuttable presumption that a simple conveyance of "mineral rights" does not also convey oil and gas rights unless there is evidence that that oil and gas were intended to be conveyed. As a result, an owner of mineral rights may not be able to convey oil and gas rights by virtue of their mineral estate. Without some clarity as to the rights conveyed, parties can waste large sums of money in litigation to determine whether the conveyance was intended to convey oil and gas rights. The best way to avoid this problem is simply to be clear in the conveyance. If the landowner wishes to convey oil and gas rights in their deed to the mineral owner, then the grant should include a specific mention of those rights to avoid any issues arising from Dunham.

The second most common problem does not arise between mineral estate owners and leaseholders directly, but instead arises when two mineral estate owners hold title to mineral rights in fee simple under a joint tenancy or a tenancy in common. A joint tenancy in a mineral estate occurs when two owners hold title to mineral rights as an undivided interest with right of survivorship. A tenancy in common to mineral rights occurs when each tenant has a right to the possession, benefit, and use of the common property, subject to the equal right of the other co-tenants. In the joint tenancy of a mineral estate, there are few problems because each owns an undivided interest in the land, and they would split any drilling profits equally. In a tenancy-in-common, however, co-tenants frequently find their

COMMON TITLE ISSUES IN OIL AND GAS LAW... *Continued from page 1*

interests in competition. Co-tenants may not restrict one another from realizing the value of their estate, and cannot prevent co-tenants from leasing mineral rights to an interested party, even if that lease is to the detriment of the other co-tenants. The only duty that a co-tenant has to other co-tenants is to account to the other co-tenants for their share of the resource. Prudent planning by a purchaser in ordering an oil and gas title search to determine whether or not the purchased resource right is subject to the rights of co-tenant is therefore essential.

Another prevalent controversy over title in oil and gas situations is what right the mineral owner has to lease their interest to another party to the detriment of a separate surface owner. In property law, mineral rights are considered a dominant estate over surface rights, which are a subservient estate by comparison. This means that the mineral owner has the right to intrude upon the surface owner's right to their surface estate; without sufficient surface access, the mineral owner would have no way to exploit their mineral rights. However, there are limitations to this intrusion. Pennsylvania law holds that mineral estate owners can only occupy as much of the surface estate as is necessary to operate the mineral estate. If a landowner wishes to convey mineral rights in their property, they would do well to consider the impact that the mineral estate owner's drilling operation may have on their property. Furthermore, a purchaser of mineral rights should be wary of potential conflicts with surface owners, especially if the surface owner is a third party to the mineral estate sale.

These three examples of title issues in the purchasing and selling of surface and mineral estates are by no means conclusive. They simply represent the most common situations where a diligent purchaser of land and mineral rights must exercise caution. Each situation, unless it is handled properly, can cripple a purchaser's valuable interest in oil and gas. Under the Dunham Rule, a purchaser receiving only mineral rights may be left with no rights to the oil and gas at all. If the mineral estate purchaser only purchases the mineral rights and not the surface rights of the land, he may find himself in conflict with the surface owner over the necessary use of the surface estate. Lastly, if a purchaser takes title in mineral estates which are subject to a tenancy-in- common, the purchaser's interest may be imperiled if a co-tenant decides to start drilling for oil or gas.

Legal representation is strongly advised when approaching any purchase or sale of land in the Marcellus Shale. For assistance with these matters and a variety of other real estate matters, please contact Craig I. Adler, Esq. at CraigA@CapozziAdler.com or Paul R. Van Fleet, Esq. at PaulV@CapozziAdler.com.

TAKING CONTROL OF YOUR ACCOUNTS RECEIVABLE

By: Marc A. Crum, Esq.

This is the eighth installment of our firm's series known as "Taking Control of your Accounts Receivable". As you are already aware, the financial survival of most nursing facilities in Pennsylvania depend on how aggressively and effectively their business office managers administer their accounts receivable. This series is devoted solely to the design, management, and improvement of your accounts receivable program and collections efforts. Also, here we share with you tips, legal updates, personal observations, and "lessons learned" to help you improve the effectiveness of your Accounts Receivable Management Program.

I want to focus this installment on the effects of Bankruptcy and your rights as a creditor to a Bankruptcy Debtor. As healthcare costs increase, so does the probability that one of your residents will file for bankruptcy protection. Add in family members, friends, and legal representatives and the chances increase that your facility will be affected by a consumer bankruptcy. For that reason, it is important to have a basic understanding of bankruptcy and the bankruptcy process.

Types of Consumer Bankruptcy

Generally, consumer debtors will file one of two types of bankruptcies: Chapter 7 or Chapter 13. A Chapter 7 bankruptcy is a total liquidation of assets. In short, a debtor may keep any real or personal property for which they may claim an exemption or reaffirm or redeem the loan secured by the property. A Chapter 7 bankruptcy will remain open for approximately six months, or longer if it is determined to be an asset case. Any non-exempt assets are liquidated or sold by the Chapter 7 trustee, and any funds paid to the estate are disbursed among creditors. A Chapter 13 bankruptcy is a reorganization, in which a consumer debtor uses regular income to repay at least a portion of their unsecured debts, maintain regular payments on secured debts, or pay secured debts under modified terms. A Chapter 13 will remain open until all payments are made pursuant to the Chapter 13 Plan, which is between 36 and 60 months in duration.

TAKING CONTROL OF YOUR ACCOUNTS RECEIVABLE... *Continued from page 2*

The Bankruptcy Petition

Every consumer debtor is required to file a petition, schedules, and statements. These documents outline the debtor's assets, liabilities, income, expenses, as well as a host of other relevant information ranging from payments to insiders within the prior year to transfers of property within two years of filing the bankruptcy. The key to acting appropriately upon the receipt of a notice of bankruptcy is understanding the relevant information in the petition and schedules. Generally, as an unsecured creditor, you will be listed on Schedule F, although, depending upon the nature of your debt or any liens you may hold, you may be listed on Schedule D. You will always need to review either the Chapter 7 Statement of Intentions or the Chapter 13 Plan to determine the intended treatment of your claim. If any information is incorrect or missing from the schedules or statements, you may need to file an objection or alert the trustee.

The Automatic Stay

A Federal Automatic Stay is imposed upon the filing of the bankruptcy petition, which stops creditors' attempts to collect on prepetition debts. The automatic stay protects property of the debtor and property of the bankruptcy estate, which may also impair a creditor's attempts to collect on post-petition claims if the creditor is collecting against property of the estate. This is increasingly relevant for a nursing facility if a bankruptcy involves a current resident. The automatic stay remains in effect until the closure of the case or the entry of a court order lifting the automatic stay.

Deadlines

After the petition is filed, the court will issue a notice of commencement of case, which will include some very important information regarding the bankruptcy. The notice will include the deadline to file an objection to discharge, the deadline to file a proof of claim in a Chapter 13, and the date of the meeting of creditors. This "meeting" is likely the only hearing the bankruptcy debtor will be required to attend. All debtors must attend a meeting of creditors and be examined, under oath, by the trustee. Creditors have an opportunity to attend and may question the debtor, within limits. If a more detailed examination is necessary, a creditor may be required to schedule a Rule 2004 examination. Generally, at the meeting of creditors, a Chapter 7 trustee will determine if the case will be an asset or no-asset case. If the Chapter 7 trustee determines that there are assets to be liquidated for the benefit of creditors, an asset notice will be issued and a deadline will be established for creditors to file claims. If a creditor fails to file a claim prior to the deadline, the claim may be disallowed and the debt may be discharged in full.

Discharge

Assuming the debtor complies with all requirements under the Bankruptcy Code, a Discharge Order will be issued to all creditors, which acts as an injunction against creditors' attempts to collect on the prepetition debts.

What Next . . .

In short, if a current resident in your facility files for bankruptcy protection, your first step is to stop all collection on the prepetition debt. This includes marking the petition date in your billing software to ensure that no future invoices are generated on the prepetition debt. File a claim for the prepetition invoices and wait for payment on the claim. With regard to post-petition invoices, if the resident files a Chapter 7, you may continue to bill for post-petition services. If the resident files a Chapter 13 bankruptcy, you are permitted to bill for post-petition services, but you must be cautious if you resort to collection on any delinquent post-petition invoices. If you attempt to collect against property of the estate without leave of court, you may violate the automatic stay. If you have questions regarding one of your residents or legal representatives in bankruptcy, you may contact Marc A. Crum, Esq. at our Firm (Email: MarcC@CapozziAdler.com).

HOW CAN A RESIDENT GUARDIAN BENEFIT YOUR NURSING FACILITY?

By: Brandon S. Williams, Esq.

First and foremost, it is important to remember that the primary obligation of a Resident Guardian is to act in the best interests of the Resident. However, to the extent that the interests of the Resident and your Facility align, and often they do, a Resident Guardian can be a valuable asset and help Your Facility provide exceptional care to your mentally incapacitated residents.

There are many different scenarios in which a Guardian could benefit Your Resident, but all of them involve residents who are mentally incapacitated. Pennsylvania defines mentally incapacitated for purposes of Guardianship as "an adult whose ability to receive and evaluate information effectively and communicate decisions in any way is impaired to such a significant extent that he is partially or totally

HOW CAN A RESIDENT GUARDIAN BENEFIT YOUR NURSING FACILITY?

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unable to manage his financial resources or to meet essential requirements for his physical health and safety." The Resident's treating physician will need to certify that the Resident satisfies this requirement.

Once a Guardian is appointed, he or she will act in the place of the Resident in making all decisions, including medical and financial, on behalf of the Resident. In most situations, the Guardian will work with a Resident and/or the Resident's family to respect the wishes of the Resident and family as necessary and appropriate for each specific Resident.

How will a Guardian help manage Your Resident's care? If Your Resident did not create an advance health care directive prior to his or her incapacitation, and does not have a Guardian, family members and other individuals who know the Resident can act as health care representatives to make certain health care decisions. If no next-of-kin is available, Facility Directors "may in [their] discretion and with the advice of two physicians not employed by the facility, determine when elective surgery should be performed upon any mentally disabled person." But it might not always be practical, or even possible, for the Director to consult "two physicians not employed by the facility". A Guardian, however, will be up to date on the Resident's condition and needs, and can consent to a procedure just as a competent resident would, typically after consulting with the Resident's treating physician.

How will a Guardian help with Your Resident's Finances? As Guardian of the Resident's Estate, a Guardian will be tasked to handle the income, resources, and assets of the Resident, just as other Residents handle their own resources. In cases where a Resident has limited financial resources, or, in the all too often unfortunate circumstances where an incapacitated Resident's financial resources are being abused by a family member or "friend" a Guardian can step in and ensure that those resources are disposed of appropriately. A Guardian should also take the lead in qualifying Your Resident for Medical Assistance benefits-- a benefit to both Your Resident and Your Facility. Unlike with medical decisions, if a Resident has not appointed a financial agent through a power of attorney prior to his or her incapacity, a Guardian is the only person who can access and dispose of a Resident's income or resources. Many a Medical Assistance application has been delayed where there is no one with the ability to verify a Resident's financial information or spend down those assets appropriately.

Every Resident's needs are different, but for every mentally incapacitated resident, a Guardian should be considered. Depending on the family and financial situation of the Resident, a Guardian may be the only practical option to address the Resident's medical or financial needs. If your Resident is not competent to make his or her own decisions, and there is no other appropriate person to do so, a Guardian can be of great assistance in coordinating the quality care each and every Resident receives at Your Facilty, which is in the best interest of both Your Resident and Your Facility.

Capozzi Adler, P.C. will Petition for the Appointment of an Uncontested Guardian for a flat fee. Contact Brandon Williams, Esquire at BrandonW@CapozziAdler.com for more information.

KEYS TO CORRECTLY REPORTING RENTED MOVABLE EQUIPMENT

By: Erin E. Motter, Reimbursement Analyst

Over half of the Nursing Facilities participating as providers in Pennsylvania's Medical Assistance Program have audit adjustments made to their claimed costs for rented equipment. The adjustment to rented equipment claimed as major movable always appears as adjustment number six. The Department of Public Welfare (DPW) conducted a survey in 2008 which revealed that many nursing facilities were not securing all the documentation required under the 55 Pa. Code Chapter 1187 regulations and that nursing facilities were often not calculating the correct amount of allowable cost. In order to qualify for reimbursement as rented equipment, the provider must have documentation about its lease agreement with the required information.

Provider staff responsible for tracking the leased equipment must understand how to calculate the allowable rented equipment costs and the proper documentation required for DPW auditors.

In 2001, DPW removed movable property costs from the fair rental value calculation. Movable property was then divided into two classes: minor and major. Major movable costs are now included in the capital portion of the per diem rates and minor movable equipment is either placed in residential care cost or other related care costs. Major movable costs are items with an acquisition cost of five hundred dollars or more. Minor movable equipment is under five hundred dollars. Chapter 1187 was updated to incorporate this change and added

KEYS TO CORRECTLY REPORTING RENTED MOVABLE EQUIPMENT

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§1187.61 Movable Property Cost Policies. Section 1187.61(e) provides the information that is required when leasing movable property.

55 Pa. Code Chapter 1187.61(e) provides a list of information which must be included in the lease agreement. It states that the lease shall be in writing and identify each item of movable property that is being rented or leased. You must also include any other services or supplies that are being provided. The agreement must identify the term of the agreement, payment intervals, amount of the periodic payments, and the purchase price of the item that is being rented. The facility should also include (but is not required to include) the percentage or cost of the maintenance that is included in the rental price. Useful life of the equipment should be included for the facility to calculate the allowable amount. The lease/rental agreement must be signed and dated by the facility and the vendor. The date of the agreement must be documented before the facility can claim the rental of the item on its cost report. When renting new equipment make sure that the lease agreement is updated to include such items.

Calculating the allowable amount involves comparing the actual lease cost with annual depreciation had the equipment been purchased. The nursing facility has to evaluate each item that is rented and determine the maximum units rented on any day in the fiscal year. The maximum number rented is multiplied by the purchase price and divided by the useful life to establish the allowable depreciation on each leased asset. This amount is compared to the lease expense. The allowable amount is the lesser of the two.

The process of determining the allowable amount to claim of all the rented equipment is difficult and tedious work. It is all about documentation and calculations. If you would like more information on how we can provide further legal assistance or analysis on movable equipment rental, you may contact Erin E. Motter at our Firm at ErinM@CapozziAdler.com.

TOP TRENDS IN HR COMPLIANCE FOR 2013

By: Dawn L. Richards, Esq.

The EEOC released its charge statistics for 2012 and it is clear where Employers should focus their efforts this year – retaliation, race and sex discrimination.

Although the number of overall charges in 2012 was slightly less than that of 2011, charge rates increased by 38% since 2005. The total number of charges filed with the EEOC has reached close to 100,000 in the past year, resulting in over $455 million in relief for employees. It appears that employees are growing comfortable with the processes offered by the EEOC after their employers have failed to address their issues internally. For some time it appeared as though the increases in the EEOC complaint rates mirrored the unemployment rates, but in 2012 when EEOC complaints stayed consistent with the two prior years, unemployment rates nationally went from 9.9% to 7.8%. Despite the reduction in the unemployment rate in the country, workers continue to put their faith in the hands of the EEOC when they feel as though their employer has treated them unfairly. It doesn't appear that the number of complaints filed is dependent upon the number of unemployed workers. Some recent articles continue to blame the recessed economy, while others blame amended regulations.

Regardless of the cause, employers must deal with the repercussion of employment termination in many arenas. First and foremost, there is the pinch that comes with working short staffed and recruiting for additional help. Next, is the fight to appeal unemployment decisions where employees are terminated for just cause or leave their position for a reason that is not of a compelling and necessitous nature. Under terms of a union agreement, employers may then deal with grievances and arbitration, followed by EEOC charges and threats of litigation. The EEOC has identified the top three areas of charges filed in 2012, giving employers an opportunity to tighten up policies and procedures related to hiring and retention. Over 37% of all charges related to retaliation. This cause of action has held the leading position for the past three years, followed closely by claims of race and age discrimination. Disability and sexual orientation continue to hold their own and resulted in over 20,000 claims each per year.

It is even more important now to manage the human resources aspects of your business and take a few steps toward HR compliance which may prevent EEOC claims or minimize your exposure on those claims that do get filed.

1. Invest in your human resources representatives. Provide training and resources to insure they are knowledgeable of applicable laws. Hire only educated, qualified staff members.

2. Involve human resources in decisions related to disciplinary actions and terminations to insure decisions are made without regard to race, age, sex, disability or sexual

TOP TRENDS IN HR COMPLIANCE FOR 2013... *Continued from page 5*

orientation.

3. Review all employment actions before they are taken.

4. Educate supervisors and management about laws and regulations that affect their areas of responsibility.

5. Consistently apply disciplinary procedures based upon thorough investigations.

6. Treat employees equally, in accordance with established policies and procedures.

7. Maintain detailed documentation, witness statements, and supporting evidence of employment actions.

No method of prevention is fool proof. Being prepared is the first step to being protected.

CMS TO TAKE ACTION BASED ON POSSIBLY FLAWED OIG REPORT

By: Matthew A. Thomsen, Esq.

In November of 2012, the US Office of Inspector General (OIG) published a report entitled Inappropriate Payments to Skilled Nursing Facilities Cost Medicare More Than a Billion Dollars in 2009. Some of you may have already received the Compliance Alert issued by our firm, shortly after publication of the OIG report, which outlined the recommendations made by OIG to the Centers for Medicare & Medicaid Services (CMS) and the possible impact to Skilled Nursing Facilities (SNFs). What follows is a more in-depth examination of OIG's reasons for the study, their methodology, the results and their future impact on SNFs.

Reasons for the Study

OIG was prompted to conduct this study for several reasons. These reasons included following up on earlier reports, investigating settlements resulting from fraud allegations, heeding the advice of the Medicare Payment Advisory Commission (MedPAC) regarding improper billing by SNFs, and the economically frugal political climate in general.

Largely, OIG's most recent report appears to have followed the old adage "where there's smoke, there's fire." However, some of OIG's reasoning for conducting this study appears to contain hot air along with the proverbial smoke. For example, MedPAC has been criticized in the past by numerous medical associations including the AMA for putting monetary concerns above sustainability and access to care, particularly with respect to their plan to offset the repeal of the Medicare sustainable growth rate. See http://www.medscape.com/viewarticle/751097. Further it is the express purpose of OIG to "fight waste, fraud, and abuse in Medicare, Medicaid and more than 300 other HHS programs." See https://oig.hhs.gov/about-oig/index.asp. While OIG likely had good intentions, the environment in which they operate is heavily conducive to confirmation bias (i.e. subconsciously interpreting ambiguity in their favor). While these potential holes in reasoning are not enough to discount the results of the report, they should encourage increased scrutiny with regard to their findings.

Methods and Flaws

The focus of this study was on the two categories of Resource Utilization Group (RUG) which include beneficiaries that require physical, speech, and occupational therapy. OIG randomly selected 245 beneficiary stays at SNFs from the 2,368,765 that ended in 2009. From those 245 stays, they then examined data from 499 random claims (out of a total of 6,445,273). OIG then obtained medical records for each of the 499 claims. The individuals conducting the review consisted of three registered nurses, each with twelve or more years of experience. As needed, the nurses consulted with a physical therapist, an occupational therapist, and a speech therapist. The reviewers examined whether each claim met the Medicare coverage requirements, recoded Minimum Data Set (MDS) items based on the medical record, and made a determination as to whether some or all of the therapy provided was reasonable and necessary. Based on the reviewers' adjustments, OIG generated new RUGs for every sample claim that was deemed inaccurate. If the original RUG paid more than the revised one, the claim was considered "upcoded." If the reverse was true, the claim was considered "downcoded." OIG then calculated how much Medicare should have paid based on the newly generated RUGs compared to what Medicare actually paid for 2009.

While their approach seems reasonable, there are a few opportunities for inaccuracy using OIG's methodology. For one, a sample size of 499 claims out of 6,445,273 total claims for 2009 may not be statistically significant. Also, the percentage of sample stays with greater than 3 claims per stay is represented disproportionately more than occurred in the population as a whole in 2009. See OIG Report, Appendix C. Finally, the discretion granted to the three review nurses about what therapy was reasonable and necessary may have been affected by funding bias (i.e. the nurses may have wanted to give their employers a "good" result).

CMS TO TAKE ACTION BASED ON POSSIBLY FLAWED OIG REPORT

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The Data

Based on their study, OIG found that 20.3% of SNF claims for 2009 were upcoded, 2.1% didn't meet coverage requirements at all, and 2.5% were downcoded. Additionally, OIG determined that SNFs misreported at least one MDS item for 47% of all claims.

Of the 20.3% upcoded claims, 57% were as a result of the SNF reporting more therapy on the MDS than was indicated on the medical record. This type of inconsistency is not susceptible to bias, but may reflect statistical noise as a result of the small sample size. However, if these numbers are valid, they seem to reflect a serious breakdown in communication between SNF medical and financial professionals.

About 25% of the upcoded claims were determined based on the reviewers' determinations of reasonability. Oddly, OIG doesn't provide hard data about the severity of average upcodes in their report. It is reasonable to assume that if most discrepancies in RUG billing were large, that OIG would have stated as much. If the differences are small, it seems more likely that possibly biased reviewer discretion is at play.

Impact on SNFs

CMS had already concurred with all of OIG's recommendations by the date of the report's publication. As a result of these recommendations, CMS plans to encourage its Medicare Administrative Contractors (MACs) to focus on the most frequently misreported MDS items (Therapy and Special Care at 30.3% and 16.8% respectively). CMS also plans to develop new models in their Fraud Prevention System, conduct internal monitoring of SNF compliance with the FY 2012 PPS final rule policies, reduce or eliminate the correlation between actual minutes of therapy provided and payment (which may effectively remove some decisions about intensity of therapy from medical professionals), and discuss methods of improving their investigatory effectiveness and additional training for surveyors related to the MDS.

As a result of these planned actions, it is more important than ever to be accurate in reporting and to improve communication regarding therapy time between facility medical and financial departments. As always, Capozzi Adler stands ready to help your SNF navigate the changing Medicare landscape. Please contact us with any questions or concerns you may have at MatthewT@CapozziAdler.com.

RECENT AND UPCOMING EVENTS

JANUARY 1, 2013 – Capozzi & Associates, P.C. proudly announced that it changed its name to Capozzi Adler, P.C.
Capozzi Adler, P.C. has continued its commitment as a 5-Star Partner in celebration of LeadingAge™PA's 50th Anniversary Year.

MARCH 27, 2013 – Dawn L. Richards, Esq. will present a one-hour webinar through LeadingAge™PA, "Mandatory Flu Shots for Nursing Facility Employees" (Time to be determined)

MARCH 29, 2013 – Dawn L. Richards, Esq. will present a full-day seminar as part of Penn State Greater Allegheny's licensing program for nursing home administrators on "The Government's Role in Health Care Policy, Regulation and Reimbursement" at the campus in McKeesport (8:30 a.m. – 5:00 p.m.).

APRIL 5, 2013 – Andrew R. Eisemann, Esq. will present a one-hour webinar through LeadingAge™PA, "Taking Control of Your Accounts Receivable" (Time to be determined).

APRIL 12, 2013 – Capozzi Adler, P.C. Semi-Annual Continuing Education Seminar – "Current Issues Affecting Pennsylvania Nursing Facilities" – at the John Henry Room, Hollywood Casino, Grantville (8:30 a.m. – 6:00 p.m.). Admission is free along with 7 continuing education credits for NHA's, lawyers, and CPA's. See enclosed brochure and registration information.

JUNE 11, 2013 - 16TH Anniversary Party and Cookout celebrating the founding of our Firm in 1997 at our Camp Hill Office (4:00 p.m.)

JUNE 19, 2013 – Louis J. Capozzi, Jr., Esq. and Dawn L. Richards, Esq. will present "National Labor Relations Act Update" (Program No. 47-A) at the LeadingAge™PA 2013 Annual Conference in Hershey (2:00 p.m.) .

JULY 11, 2013 – Annual File Burning and Pool Party at The Historic Woodburn Farm Barn in Carlisle (Noon – until done).

Return Service Requested

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CAPOZZI ADLER, P.C.

Presents its Semi-Annual Continuing Education Seminar

CURRENT ISSUES AFFECTING PENNSYLVANIA NURSING FACILITIES

Friday, April 12, 2013 (8:30 a.m. – 6:00 p.m.)
HOLLYWOOD CASINO, JOHN HENRY ROOM
Grantville, PA (Exit 80, I-81)

Approved for 7 professional education credit hours for NHAs, Attorneys, and Accountants at no cost to you

■7:45 a.m. – 8:30 a.m. - Registration **Lobby in front of the John Henry Room**
■8:30 a.m. – 8:45 a.m.
Administrative Remarks **Andrew R. Eisemann, Esq.**
Welcome & Opening Comments: **Louis J. Capozzi, Jr., Esq.**

8:45 a.m. – 9:45 a.m. **Louis J. Capozzi, Jr., Esq. and Dawn L. Richards, Esq.**
NLRB & UNION ACTIVITY UPDATE

9:45 a.m. – 10:15 a.m. **Dawn L. Richards, Esq.**
EMPLOYMENT LAW COMPLIANCE UPDATE

10:15 a.m. – 10:45 a.m. **Donald R. Reavey, Esq.**
VENDOR CONTRACT LAWSUITS: Avoiding Contract Disputes and Vendor Litigation based on Case Studies from Pharmacy, Ambulance, and Food Service Litigation

■10:45 a.m. – 11:00 a.m. – Mid-morning Break

11:00 a.m. – 12:30 p.m. **Andrew R. Eisemann, Esq. and Marc A. Crum, Esq.**
TAKING CONTROL OF YOUR ACCOUNTS RECEIVABLE: Identify Threats & Reduce Problem Resident Accounts; Enforce your Admission Agreement; MA Eligibility

■12:30 p.m. – 1:00 p.m. – LUNCH BUFFET (provided in separate room)

1:00 p.m. – 1:20 p.m. - GUEST SPEAKERS (back in John Henry Room):
Taylor K. Ranker II, CFS and MATTHEW HANSHAW, CFP, Ranker-Hanshaw Wealth Management, Camp Hill, PA – "The Capozzi Adler / Ranker-Hanshaw Group Alliance and How It Can Help You!"

1:20 p.m. – 2:20 p.m. **Daniel K. Natirboff, Esq., Matthew A. Thomsen, Esq., and Timothy T. Ziegler, Senior Reimbursement Analyst**
MEDICAID REIMBURSEMENT and APPEALS UPDATE: New Rates; What's Being Settled; Bed Transfer Status Report; and Proposed Changes to Appeal Process and Reimbursement Regulations.

2:20 p.m. – 2:50 p.m. **Brandon S. Williams, Esq.**
GUARDIANSHIP AND PROTECTING RESIDENT AND FACILITY RIGHTS TO BENEFITS AND PAYMENTS

2:50 p.m. – 3:00 p.m. – Mid-afternoon Break

3:00 p.m. – 4:00 p.m. **Bryan A. Gembusia**
INFORMATION TECHNOLOGY SECURITY AND HIPAA UPDATE

4:00 p.m. – 4:30 p.m. **Bruce G. Baron, Esq.**
HEALTH CARE REFORM ACT COMPLIANCE AND PERSPECTIVES

4:30 p.m. – 5:00 p.m. **Craig L. Adler, Esq. and Paul Van Fleet, Esq.**
BUYING, SELLING & FINANCING UPDATE: Recent Lessons & Current Real Estate Market and Investment Issues

5:00 p.m. – 6:00 p.m. **RECEPTION AND FOLLOW UP [same room as Lunch]**

REGISTRATION INFORMATION

Credits: This program has been submitted for approval by the National Continuing Education Review Service (NCERS) of the National Association of Boards of Examiners for Nursing Home Administrators for 7 clock hours; has been submitted for approval by PACLE for 7 participant hours and 7 substantive credit hours of CLE for attorneys; and is approved by the Pennsylvania State Board of Accountancy (No. PX177781) for continuing education credits for CPAs.

Certificates of Attendance will be provided to Seminar participants. **Participants must sign in and out in order to obtain Continuing Education Credits for Program Hours actually attended**. Attorneys seeking PA CLE Credits must file Certificates of Attendance and pay the required fee directly to PACLE in order to obtain CLE credits.

Cost. None.

Directions to the Banquet Rooms: John Henry Room-

1. Park at the top level of the free parking garage attached to the Casino.
2. Enter the building and take the elevator UP one floor and exit elevator to the LEFT.
3. Proceed down the ramp or stairs and turn left at the seats.
4. Walk around the betting counters and look and go left to the elevators/stairs. Take elevator or stairs up to the 4th floor (Banquet Rooms).
5. Follow the signs to the Banquet Rooms and the John Henry Room is at the end of the hall.

Registration Deadline: Submit the Registration information below no later than Friday, **APRIL 5, 2013** to: ERIN E. MOTTER, Capozzi Adler, P.C., P.O. BOX 5866, Harrisburg, PA 17110; or by email ErinM@CapozziAdler.com; or by FAX to: (717) 233-4103:

1. NAME: POSITION:
2. EMPLOYER: ADDRESS:
3. TELEPHONE NUMBER:
4. EMAIL (for confirmation of your registration only):
5. NHA LICENSE NO. & STATE (if appl.): PA ATTORNEY I.D. NO. (if appl.):
   _____ _____