



SHORT-TERM SUBACUTE CARE AGREEMENT

Patient: _____
(print full name)

Patient's home
address prior
to admission: _____

Resident Representative: _____
(print full name)

Home address: _____

Home phone: _____

Work phone: _____

Cell phone: _____

E-mail: _____

Relationship to Patient: _____

SHORT-TERM SUBACUTE CARE AGREEMENT

This Agreement is entered into this ____ day of _____, 20__ by and between **The House of the Good Shepherd** (the "Facility"), and _____ (the "Patient") and _____ (the "Resident Representative"), if applicable, who each agree to the following terms and conditions to provide for the short term subacute level of care provided to the Patient:

ARTICLE I. SCOPE OF SERVICES.

1. **Subacute Care.** Subacute Care services are more intensive than long term care (nursing home) level services and involve a clinical course and treatment plan for a limited time period, for a specific medical condition, until the condition is stabilized or a predetermined treatment course is completed.

Subacute Care is not extended rehabilitation or "nursing facility" level care, but includes only short-term, post-hospital "skilled nursing facility" care that is medically necessary, as certified and ordered by a physician.

2. **Basic Services and Items to be Provided.** The Facility shall provide the items and services set forth in Exhibit A to this Agreement and included in the daily rate. If the Patient is covered by Medicaid and/or Medicare, the Facility shall provide those services not listed in Exhibit A, but specifically required to be provided by the applicable program.

3. **Additional Services and Items Available.** Exhibit A to this Agreement sets forth a list of typical items and services which may be requested for an additional charge.

4. **Acknowledgment that Patient Has Not Been Admitted to the Facility.** Patient/Resident Representative hereby acknowledge that this Agreement is not an application for admission into the Facility for long term care services or an Agreement for the Facility to provide such services. Furthermore, the Facility's short-term subacute care provided to the Patient does not constitute Patient's admission to the Facility for long term care services. When the Patient no longer requires subacute or skilled nursing care in the Facility, the Facility will have no further obligation to the Patient and the Patient shall vacate the premises.

_____ (Patient/Resident Representative initials)

ARTICLE II. RESPONSIBILITIES OF PATIENT/RESIDENT REPRESENTATIVE.

During the term of this Agreement, the Patient/Resident Representative shall:

1. **Personal Effects.** Provide such personal clothing and effects as the Patient needs or desires and remove them within seventy-two (72) hours after discharge; any such items not removed within ten (10) days after discharge will be donated to charity.

2. **Spending Money.** Provide such spending money as needed by the Patient
3. **Payment to Facility.** Compensate the Facility in accordance with the provisions of Section III.
4. **Responsibility for Payment for all Non-Covered Services.** In addition to the other costs to be paid under this Agreement, Patient/Resident Representative shall be solely responsible for payment of all other health costs not covered by Medicare, Medicaid or other third-party health care benefits including, but not limited to the following: hospitalization, physician services, therapeutic services, routine eye examinations, refraction, eye glasses, hearing aids, dental services, prescription drugs, treatment for drug or alcohol abuse and psychiatric disorders, podiatry, chiropractic, physical or occupational therapy service or supplies and any other special equipment or services.
5. **Zero Tolerance.** For the safety and peace of mind of all Facility residents, in addition to those prohibitions set forth in our current rules and policies, you shall not bring or keep any firearm, other dangerous instrument or illegal contraband in the Facility. You are prohibited from striking, assaulting, battering or threatening any person, including other residents, Facility staff or visitors. You agree that any violation of this Section renders you conclusively a danger to yourself and others, and subject to immediate discharge as provided in this Agreement. Any illegal activity shall also be reported to the appropriate authorities.

ARTICLE III. FINANCIAL TERMS.

1. **Medicare Eligibility.** The Facility will accept payment from Medicare for those Medicare covered services and supplies provided to Patient if Patient is, or becomes, eligible for Medicare benefits according to Medicare guidelines. Patient/Resident Representative understands Medicare coverage is established by federal guidelines and eligibility for Medicare benefits may change from time-to-time by actions of the federal government. You will be notified in writing by the Facility if we do not believe that the services you are receiving or request are covered by Medicare.
2. **Additional Payment.** Medicare skilled nursing/subacute coverage under Part A will fully cover the cost of your nursing home sub-acute stay for the first twenty (20) days. After day 20, you are required to pay coinsurance. This coinsurance amount is currently \$_____ per day. Patient/Resident Representative shall pay the Facility any cost-share or coinsurance charges as determined by Medicare unless the charges are paid by a third-party insurer (Medigap insurance). Failure to pay the cost-share or coinsurance amount required by Medicare is a violation of Medicare Law and this Agreement. In addition, Patient/Resident Representative shall pay the Facility for any requested additional services or supplies provided by the Facility which are not covered by the Medicare program.

_____(Patient/Resident Representative Initials)

3. **Medicare/Medicaid Dual Eligibility.** The Facility will accept payment from Medicare and/or Medicaid for those covered services and supplies provided to Patient if Patient is, or becomes, dually eligible for Medicare and Medicaid benefits and has been approved for Medicaid payment of nursing facility care by a County Board of Social Services.

4. **Other Private Insurance.** The Facility will accept payment from the Patient's primary insurance (other than Medicare) when prior authorization for sub-acute care and treatment has been obtained. Patient/Resident Representative agrees to pay for charges for services and care not authorized by the Patient's primary insurance.

ARTICLE IV. TERMINATION; DISCHARGE.

1. **Discontinued Need for Subacute Care.**

WHEN PATIENT NO LONGER REQUIRES THE LEVEL OF SHORT-TERM SUBACUTE CARE PROVIDED BY THE FACILITY, AS DETERMINED BY THE FACILITY, OR IS NO LONGER MEDICALLY ELIGIBLE FOR SKILLED NURSING OR SUBACUTE CARE UNDER MEDICARE OR THE PATIENT'S PRIMARY INSURANCE, PATIENT SHALL BE VOLUNTARILY DISCHARGED FROM THE FACILITY.

_____ (Patient/Resident Representative initials)

2. **Temporary Discharge (Bed-Hold).** Medicare and/or private insurance does not pay for bed hold if the Patient leaves the Facility for a temporary stay in a hospital or for therapeutic leave. Upon Patient's/Resident Representative's request, the Facility will hold the bed at the regular private pay rate. The private pay rate is \$_____/per day for a semi-private room.

The Facility shall reserve the Patient's accommodations for no more than seven (7) days from the day of discharge, so long as Patient/Resident Representative pays all charges at the regular daily room rate. After the initial reservation period, the Patient/Resident Representative may request, in writing, continued reservation at the regular daily room rate; the Facility will continue to reserve the accommodation for so long as the daily rate is paid.

_____ (Patient/Resident Representative initials)

3. **Involuntary Transfer or Discharge.** The Facility may terminate this Agreement and discharge or transfer the Patient upon thirty (30) days written notice for the following:

- (a) Transfer or discharge is necessary for Patient's welfare and Patient's needs cannot be met in the Facility;

- (b) Transfer or discharge is appropriate because the Patient's health has improved sufficiently such that the Patient no longer needs the services provided by the Facility;
- (c) The safety of one or more individuals in the Facility may otherwise be endangered due to the clinical or behavioral status of the Patient;
- (d) The health of one or more individuals in the Facility may otherwise be endangered due to the clinical or behavioral status of the Patient;
- (e) Patient/Resident Representative has failed, after reasonable and appropriate notice, to pay for Patient's stay at the Facility;
- (f) The Facility ceases to operate or ceases to participate in the Medicare program, for any reason, and your stay at the Facility is being paid for by Medicare; or
- (g) To comply with the clearly expressed and documented resident choice, or in conformance with the New Jersey Advance Directives for Health Care Act, as specified in N.J.A.C. 8:39-9.6(d).

The Facility may transfer or discharge Patient for any reason noted above without thirty (30) days' notice in the event of an emergency or urgent medical need. In the event of transfer or discharge for such emergency reasons, notice shall be made as soon as practicable.

ARTICLE V. FACILITY RULES AND REGULATIONS.

The Patient/Resident Representative acknowledges that it has received and read the Facility's Rules and Regulations as described in the "Patient and Resident Handbook" and shall comply with such Rules and Regulations as written and as they may change from time to time.

_____ (Patient/Resident Representative initials)

ARTICLE VI. RESIDENTS' BILL OF RIGHTS.

The Patient/Resident Representative acknowledges that he/she has received and read the "Resident's Bill of Rights." The Facility has the right to amend the Resident's Bill of Rights as required by applicable federal and state laws.

_____ (Patient/Resident Representative initials)

ARTICLE VII. CONSENT TO TREATMENT.

1. Medical Services. Patient/Resident Representative consent to the provision of a subacute level of care by the Facility as instructed by the Patient's attending

physician. Patient/Resident Representative voluntarily executes this Agreement with the Facility for such purpose.

Patient/Resident Representative shall choose a properly licensed personal physician. Facility will provide a list of physicians who have staff privileges at the Facility. Patient/Resident Representative is not bound to choose from the list of physicians with staff privileges. In the event that Patient/Resident Representative does not choose a properly licensed physician, or the chosen physician chooses not to serve in such capacity, Facility shall appoint a properly licensed physician to provide services to Patient, as needed, at Patient's expense

The Patient's physician: _____

Specialty: _____

Contact Information (address/phone number): _____

If Patient/Resident Representative chooses a physician or other healthcare provider who does not have staff privileges at the Facility, you must travel, at your expense, to that healthcare provider to receive services from that provider. Physicians and other healthcare providers who do not have staff privileges at the Facility are prohibited from providing healthcare services at the Facility, except in cases of life-threatening emergency. Moreover, neither the attending physicians, nor any other physicians with staff privileges at the Facility, are employees of the Facility and the Facility is not liable or responsible for the acts or omissions of the said physicians.

_____ (Patient/Resident Representative initials)

2. Right to Refuse Treatment. You have the right under law to refuse medical treatment and to be informed of the consequences of refusing the treatment. Pursuant to a properly executed health care power of attorney, your health care power of attorney has the right under law to refuse medical treatment and to be informed of the consequences of refusing the treatment. In addition, you have the right to formulate an advance directive for health care (living will/health care power of attorney).

Patient _____ **has** / _____ **does not have** (*check one*) an advance directive for health care (living will/health care power of attorney) (provide copy).

_____ (Patient/Resident Representative initials)

Patient _____ **has** / _____ **does not have** (*check one*) a completed Physician Order for Life-Sustaining Treatment (POLST) (provide copy).

_____ (Patient/Resident Representative initials)

Patient _____ **has** / _____ **does not have** (*check one*) an attorney-in-fact to act on the Patient's behalf in the event that Patient becomes unable to manage his or her affairs.

Patient's Power of Attorney has been granted to _____ (copy attached).

ARTICLE VIII. PERSONAL PROPERTY.

1. **No Responsibility for Property.** Although we will take reasonable steps to protect your personal property, we have not expressly or implicitly assumed and do not assume any responsibility for loss of or damage to any of your valuables, money, jewelry, eyeglasses, hearing aids, documents, furs, fur coats, or other personal property, except for money deposited with and except for small items you request and we accept for deposit in our safe. If we accept any item to be placed in our safe, we will give you a written receipt for it. We recommend that you personally insure any valuables in your possession at our facility.

2. **Patient's Financial Affairs.** Patient/Resident Representative may manage Patient's own financial affairs or, at any time, may delegate that responsibility to the Facility by written authorization.

Patient/Resident Representative requests and authorizes the Facility to manage Patient's personal needs allowance.

Yes _____ No _____ Patient/Resident Representative Initials _____

ARTICLE IX. ACKNOWLEDGEMENTS

1. You acknowledge receipt of a copy of the Disclosure and Consent Form which has been provided by the New Jersey Office of the Ombudsman for the Institutionalized Elderly.

_____ (Your initials or the Resident Representative initials)

2. You acknowledge receipt of a copy of the Facility's notice of privacy practices for protected health information.

_____ (Your initials or the Resident Representative initials)

3. You acknowledge receiving information concerning your legal right to make decisions about your medical care, including your right, to accept or refuse care or services and you right, at your option, to formulate an advanced directive, if you do not already have one.

_____ (Your initials or the Resident Representative initials)

4. You either agree that while you are residing at the Facility, we may arrange to have your picture taken which will become part of your medical record.

_____ (Your initials or the Resident Representative initials)

5. You hereby grant us authorization to use your pictures for promotional or educational programs, provided that these pictures are used with dignity and discretion.

_____ (Your initials or the Resident Representative initials)

6. You authorize us to release your records, including any medical records, when you are transferred to another health care institution or when release of the records is required by law or by a third-party payer contract.

_____ (Your initials or the Resident Representative initials)

7. We expressly reserve the right to alter, change and amend any and all of the terms of this Agreement, including any and all charges upon sixty (60) days written notice to you and/or the Resident Representative. However, this Agreement may be changed on less than thirty (30) days' notice in order to comply with changes in State or Federal laws, regulations, policies or other requirements.

8. This facility does not discriminate in admission or retention or care of its residents because of race, creed, color, national origin, sex, disability, age, source of payment, marital status or sexual preference.

9. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality or unenforceability shall in no event affect the remainder of this Agreement, which shall remain in full force and effect in accordance with its terms.

ARTICLE X. ARBITRATION

1. Any and all claims or controversies between you, the Resident Representative and us that arise out of your stay at the Facility, with the exception of eviction proceedings, and including but not limited to, violations of any right granted by law, including statutory resident's rights, or by this Admission Agreement, breach of contract, fraud or misrepresentation, negligence, gross negligence, malpractice or any other claim based on any alleged departure from accepted standards of medical or health care or safety, whether sounding in tort resulting in personal injury, or in contract, shall be submitted to binding arbitration, which shall be the sole means by which said claims or controversies shall be resolved.

BY AGREEING TO BINDING ARBITRATION, EACH PARTY HEREBY WAIVES THE RIGHT TO A TRIAL BEFORE A JUDGE AND/OR A JURY FOR ALL DISPUTES INCLUDING THOSE AT LAW OR IN EQUITY BUT AGREES TO SEEK REDRESS THROUGH BINDING ARBITRATION.

This arbitration requirement does not waive or limit any party's right to sue or otherwise assert any claims against the other party, but rather provides an alternative forum to exercise such right.

_____ (Your initials or the Resident Representative initials)

2. Any demand for arbitration shall be made in writing by the demanding party and be submitted to the other party via certified mail, return receipt requested. The arbitration shall be conducted in the county in which the Facility is located.

3. The arbitration panel shall be composed of one (1) arbitrator. The parties shall agree upon an arbitrator who must either be a retired New Jersey Superior Court or federal judge or a member of the New Jersey Bar with at least ten (10) years of experience as an attorney. The arbitrator shall be independent of all parties, witnesses, and legal counsel, and no officer, director, affiliate, subsidiary, or employee of a party, witness, or legal counsel may serve as an arbitrator in the proceeding.

4. The arbitration hearing and other proceedings, including discovery, shall be conducted in accordance with the provisions of the New Jersey Arbitration Act of 2003 that do not conflict with the Federal Arbitration Act. Relief awarded, if any, shall be determined in accordance with the provisions of New Jersey law applicable to a comparable civil action. All matters relating to the arbitration, the arbitration proceedings and the arbitration award, shall remain confidential between the parties.

5. All fees of the arbitrator(s) shall be borne equally between the parties and each party agrees to bear its own attorneys' fees and costs.

6. This arbitration requirement shall bind us, our administrators, owners, officers, shareholders, Resident Representatives, directors, medical directors, employees, successors, assigns, agents, attorneys and insurers; and shall bind you and the Resident Representative, your successors, assigns, agents, attorneys, third party beneficiaries, insurers,

heirs, trustees and Resident Representatives, including the personal Resident Representative or Executor of his/her estate.

7. All claims based in whole or in part on the same incident, transaction, or related course of care or services shall be arbitrated in one proceeding. Any claim of a party shall be waived and forever barred if it arose prior to the date upon which notice of arbitration is served and is not presented in the arbitration hearing.

This binding arbitration provision of the admission agreement constitutes a binding legal agreement between the parties. you and/or the Resident Representative have read and understand this arbitration provision and understand that by signing this agreement you have waived your rights to a trial before a judge and/or a jury and voluntarily consent to all of the terms of this section. You and/or the Resident Representative have been informed that you have the right to seek legal counsel concerning this section and agree to binding arbitration either upon consultation with an attorney or after affirmatively choosing not to seek advice of counsel.

_____ (Your initials or the Resident Representative initials)

ARTICLE XI. AUTHORITY OF RESIDENT REPRESENTATIVE.

1. **Definition of Resident Representative.** Resident Representative means any of the following: (1) An individual chosen by the Resident to act on behalf of the Resident in order to support the Resident in decision-making; access medical, social or other personal information of the resident; manage financial matters; or receive notifications; (2) A person authorized by State or Federal law (including but not limited to agents under power of attorney, representative payees, and other fiduciaries) to act on behalf of the Resident in order to support the Resident in decision-making; access medical, social or other personal information of the resident; manage financial matters; or receive notifications; (3) Legal representative, as used in section 712 of the Older Americans Act; or (4) The court-appointed guardian or conservator of a resident.

2. **Access to Patient Resources.** The Resident Representative represents and warrants that, he or she has legal access to Patient's income, assets and resources to pay for the services provided by the Facility that are not covered by Medicare, Medicaid or third party insurance..

3. **Resident Representative Agreement.** The Resident Representative shall execute the Resident Representative Agreement attached hereto at Exhibit B.

4. **No Personal Guaranty.** The Resident Representative does not, by reason of signing this Agreement, assume an obligation to pay the Facility for Patient's care, except from Patient's income, assets and resources; however, the Resident Representative does assume other legal obligations as set forth in this Agreement and the Resident Representative Agreement and may be held legally responsible for failing to fulfill these obligations.

5. **Current Information.** The Resident Representative shall provide the Facility with his or her current home address and phone upon Patient's admission and in the event of any change. If the Resident Representative fails to provide the Facility with his or her current home address and phone, Patient and the Resident Representative waive any right the Resident Representative would otherwise have had to any notices.

6. **Authorization.** If the Resident Representative executes this Agreement on the Patient's behalf, the Resident Representative represents that he or she is authorized to do so.

ARTICLE XII. MISCELLANEOUS

1. **Complete Agreement.** This Agreement, including attachments, is the complete Agreement between the Facility, Patient and Resident Representative and supersedes all prior agreements and understandings. The Facility expressly reserves the right to unilaterally change any term of this Agreement, including the charges. This Agreement shall be binding upon the parties, their heirs, legal Resident Representatives, successors, and assigns.

2. **Severability.** The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the remaining provisions.

3. **Liability of the Facility.** The Facility shall not be liable for any injuries suffered by Patient while under the Facility's care or on Facility premises, except to the extent caused by the willful or grossly negligent acts of the Facility or its employees. The Facility, and its agents and employees are released and discharged by Patient/Resident Representative from all liability for injury or costs suffered by Patient while away from the Facility.

Patient/Resident Representative shall defend, indemnify, and hold harmless the Facility, together with its employees, agents, successors and assigns, from any and all claims, demands, suits and actions by any person or entity resulting from any damage or injury caused by the Patient or any guest of the Patient to any person or to the property of any person or entity.

4. **Subrogation.** In the case of injury to you caused by a third party, we are hereby granted the right of subrogation for all of our expenses incurred by reason of such injuries, although we are not required to pursue that right. This subrogation right shall not affect any other rights we may have to recover amounts owed us by you, including from the proceeds of any recovery by you from a third party.

5. **Governing Law.** This Agreement will be governed by and in accordance with the laws of New Jersey. Any litigation in connection with this Agreement will be resolved in either a State or Federal court in New Jersey.

6. **Representations of Patient/Resident Representative.** The Patient/Resident Representative acknowledges that the application forms, financial statements and health history provided by Patient/Resident Representative are expressly made part of this Agreement and hereby incorporated by reference. Any material omission or misrepresentation in

connection with any of the foregoing shall render this Agreement voidable at the option of Facility.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date herein.

The parties freely enter into this Agreement on the _____ day of _____, 20____.

Patient Signature

Resident Representative Signature

Our authorized signature

(Name and Title)

EXHIBIT A

COVERAGE OF ITEMS AND SERVICES IN SUB-ACUTE CARE

The Sub-Acute daily rate includes the following items and services:

- Semi-private room
- Nursing care and treatment
- Medical supplies
- Rehabilitation services that are medically necessary
- Medications
- Medical testing, such as x-rays and laboratory work
- Recreational and religious programming
- Dietary services, including special diets ordered by the physician
- Medically-related social services
- Personal laundry
- Bed and bath linens
- Housekeeping and maintenance
- Personal telephone
- Cable television
- Other care items or services required to be provided by the Facility to achieve the goals stated in the Resident's care plan

The Sub-Acute daily rate does not include the following services, which are generally reimbursed under Part B of Medicare:

- Physicians' visits
- Chemotherapy or radiation treatments
- Cardiac catheterization or angiography
- CT Scans
- MRIs
- Emergency services
- Ambulatory surgery involving the use of an operating room
- Renal dialysis

Because of the complexity of Medicare regulations, the above list is not all-inclusive.

The following items are not included in the sub-acute daily rate or covered by other insurance and are the responsibility of the Patient/Resident Representative:

- Private room charges
- Non-ambulance transportation (e.g. wheelchair van)
- Hairdresser
- Long distance toll charges

- Escorts for medical appointments
- Items of a personal nature, such as clothing or toiletries

EXHIBIT B

RESIDENT REPRESENTATIVE AGREEMENT (SUBACUTE)

This Resident Representative Agreement (Subacute) (the "Agreement") is made between The House of The Good Shepherd (the "Facility") and _____, the legal Resident Representative or Resident Representative individual (the "Resident Representative") of _____, (the "Patient/Resident").

WHEREAS, the Resident Representative and the Facility enter into this Agreement to facilitate the provision of short-term subacute care to the Patient.

WHEREAS, the Resident Representative may be the Guardian, the Agent under a valid Power of Attorney, or any person authorized by Patient to serve as Patient's Resident Representative.

WHEREAS, the Facility shall discuss and consult with Resident Representative regarding pertinent decisions related to Patient's stay and care at the Facility.

THEREFORE, the Facility and Resident Representative agree to the following terms and conditions:

1. Resident Representative affirms that the information provided in the Subacute Care Agreement and related documents are true and correct to the best of his or her knowledge. Resident Representative acknowledges that the submission of any false information, misrepresentation or lack of disclosure may result in the termination of the Admission Agreement and may result in the discharge of the Patient from the Facility at the Patient's and/or Resident Representative's expense.
2. Resident Representative affirms that he or she has access to Patient's income and resources and that Patient's income and resources are available to pay for Patient's care in the Facility not otherwise covered by a third party payor. The Resident Representative shall pay the Facility from Patient's financial resources for services and supplies provided to Patient in accordance with the Subacute Care Agreement.
3. When the Patient's financial resources warrant it, Resident Representative shall take any and all actions necessary and appropriate to initiate, make and conclude application for Medical Assistance ("Medicaid") benefits on behalf of the Patient, including providing all necessary documentation, complying with deadlines and pursuing all necessary appeals. Resident Representative shall exercise diligent efforts in the application and appeal processes to assure benefits from any third party or government payor. Resident Representative shall utilize Patient's income and resources only for Patient and shall not utilize any of Patient's income or resources for Resident Representative's benefit nor transfer any of Patient's real property except for proceeds at fair market value for the benefit of Patient.

4. Resident Representative shall pay the applicable co-insurance, copayments or income (“Patient Payments”) to Facility on a monthly basis as directed by any third party payor.

5. Resident Representative understands that if he or she fulfills his or her obligation under this Agreement, he or she shall not be held personally liable for the Patient’s charges. This Agreement shall not be construed or operate as a third party guaranty.

6. Resident Representative acknowledges that he or she has received a copy of the Subacute Care Agreement and understands the terms and conditions contained therein.

7. Resident Representative acknowledges that he or she has reviewed this Resident Representative Agreement (Subacute) and understands the information set forth herein.

IN WITNESS WHEREOF, the parties, intending to be legally bound hereby, have signed this Resident Representative Agreement (Subacute) on this _____ day of _____, 20__.

RESIDENT REPRESENTATIVE

THE HOUSE OF THE GOOD SHEPHERD

By: _____
Name:

By: _____
Name:
Title:

Dated: _____

Dated: _____