



## **SHORT TERM STAY AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between **DAUGHTERS OF SARAH NURSING CENTER, INC., d/b/a Daughters of Sarah Nursing & Rehabilitation Center**, a not-for-profit corporation having a principal place of business at 180 Washington Avenue Extension, Albany, New York 12203, (hereafter referred to as the “Center”), and \_\_\_\_\_ (*Resident Name*) currently having a residence at \_\_\_\_\_ (hereafter referred to as the “Resident”). For ease of reference, this Agreement will refer to the Resident sometimes using the words “you”, “your” or “I”. This Agreement is intended to confirm your admission to the Center’s short-term stay program.

When referenced herein, the term “Resident Representative” shall refer to \_\_\_\_\_, who has signed this Agreement. A Resident Representative is a person selected by the Resident, such as a Power of Attorney, Guardian, or Conservator, who is responsible to assist the Resident in meeting the Resident’s obligations under this Agreement by insuring the Resident uses his/her assets and income to pay for the cost of care, as billed by the Center, if necessary. Unless the Resident Representative is also the Resident’s spouse, the Resident Representative is not obligated to pay for the cost of the Resident’s care from the Resident Representative’s own funds.

THIS FACILITY DOES NOT DISCRIMINATE IN ADMISSION OR RETENTION OR CARE OF ITS RESIDENTS BECAUSE OF RACE, CREED, COLOR, NATIONAL ORIGIN, SEX, DISABILITY, BLINDNESS, AGE, SOURCE OF PAYMENT, MARITAL STATUS OR SEXUAL PREFERENCE.

The Center’s short term stay program is designed for individuals who require skilled nursing and rehabilitation services of a limited duration. The goal of the Center’s short term stay program is to stabilize and improve your physical condition to enable you to return home. By signing this short-term admissions agreement, you are agreeing to the following terms:

1. The Center has assessed your condition through its interdisciplinary care planning process. As a result, the Center has developed a plan of care covering your stay within the short-term program.

**By signing this Agreement, you are consenting to be transferred from the short-term stay**

**program when you have met the goals set out in the plan of care.** The determination will be made by an interdisciplinary care team that either:

- (i) your condition has improved to the point where you can be discharged from the Center in accordance with your post-discharge plan of care; or
- (ii) your condition is such that you will no longer benefit from placement within the short-term program, but require long-term residential care.

2. If we determine that you can be discharged from the Center, both you and the Resident Representative agree to fully cooperate with the Center's discharge planning staff in conjunction with your discharge. You will receive advance notice of discharge regarding this decision along with a notice of termination of Medicare Part A benefits, if applicable.

3. If you cannot be safely discharged as you require long term residential care, the Center will assess whether the Center can continue to appropriately meet your longer-term needs. If we determine that we are able to do so, and if we offer you a bed for long-term residential care, you will be required to complete the ADMISSION AGREEMENT and may be asked to provide additional information or documentation to make the long-term transition. At all times during your stay at the Center, including at the time of your transition to the Center's long-term care program, you agree to cooperate with our Business Office in providing financial information. Your Resident Representative also agrees to cooperate with regard to assuring that financial resources and income available to you will be used to pay for your care here at the Center.

4. The services you receive during your stay will be based on comprehensive assessments of your physical and mental conditions. This is called the care planning process. By signing this agreement, you are consenting to the care planning process and agree to receive all services which are identified as necessary once a care plan is developed as ordered by your attending physician. The Resident may, subject to the provisions of Section X(A)(2) below, choose his/her attending physician, provided that the selected physician is licensed to practice in the State, is credentialed by the Center, and is willing and able to see the Resident at the Center as required by applicable Federal and State rules and regulations. Furthermore, by signing this agreement, you are consenting to the use of resident photographs for identification purposes and for use in photographing wounds regardless of origin. We will follow the regulations of the State Department of Health and the Federal Department of Health and Human Services in conducting assessments of your health status as follows:

- (i) A comprehensive assessment will be completed within fourteen calendar days after the date of admission;
- (ii) Thereafter, comprehensive assessments will be conducted promptly after any significant change in your physical, mental or psychosocial status.

5. During your stay, you agree to have a physician visit you whenever your medical condition warrants medical attention and at regular intervals. The physician will visit you at least once every thirty days during the first ninety days after admission, and at least once every sixty days

thereafter. At the option of the physician, scheduled visits may alternate between your attending physician and a registered physician's assistant or nurse practitioner. You also agree that the Center may assign a physician to conduct such visits in accordance with State and Federal regulations. You will be billed separately for these services.

6. At this time, you are also being provided Physician's Name, Address and Telephone Number; New York State Office of the Aging Ombudsman Program Telephone Number; New York State Department of Health "Hot Line" Telephone Number (all of which are listed on the Frequently Asked Questions Brochure), and Notice of Privacy Practices. You acknowledge receipt of this information by signing below.

7. Post-acute care rehabilitation services are generally covered by private health insurance, Medicare Part A or other third-party sources (collectively referred to as a "Third-Party Payor"). Usually, the Third-Party Payor will pay for the costs of post-acute care rehabilitation services, except for co-insurance and/or deductible obligations, the latter of which are the responsibility of the Resident. The Center will bill the Resident's Third-Party Payor for post-acute rehabilitation services to the extent they are covered by the Third-Party Payor plan. The Center will also bill the Resident for any applicable co-insurance and/or deductible obligation of the Resident. The Resident is responsible to pay to the Center within ten (10) days of the invoice date. The Resident Representative agrees to ensure the prompt payment of the Resident's co-insurance and/or deductible obligation(s) from the Resident's funds and resources.

The Resident and the Resident Representative further acknowledge and recognize that Third-Party Payor coverage for post-acute care rehabilitation services may terminate for various reasons, including, but not limited to, exhaustion of benefits, disenrollment from the health plan, or the fact that the Resident is no longer receiving services that are covered under the health plan or Medicare Part A.

In the event that Third-Party Payor coverage is unavailable to pay for post-acute care rehabilitation services provided to the Resident, or is otherwise terminated during the course of the Resident's stay at the Center, the Resident agrees to pay the Center: (a) its daily private pay rate then in effect (and as is thereafter revised), or (b) to the extent that the Resident is eligible for Medicaid coverage, to arrange for Medicaid coverage for services provided. **The daily Basic Rate at the outset of this agreement shall be \$425.00 per day plus the current New York State Cash Receipts Assessment amount.** A One Month Advance payment is due at the start of care not reimbursed by Third-Party Payor coverage. The Center reserves the right to also collect a One Month Security Deposit.

If the Resident is eligible for Medicaid coverage, the Resident agrees to pay to the Center the Net Available Monthly Income (hereinafter referred to as "NAMI") as determined by the local county department of social services. While the Medicaid application is pending, the Resident agrees to pay to the Center all of the Resident's monthly income, less a personal needs allowance of Fifty (\$50.00) Dollars. In the event such monthly payments exceed the amount of the NAMI established for any period of Medicaid eligibility, the Center will refund the difference between the amount paid to the Center and the established NAMI.

The Resident Representative agrees to: (a) ensure the prompt payment of the Center's daily private pay rate from the Resident's funds and resources, or (b) to the extent the Resident is Medicaid eligible, (i) ensure timely Medicaid application is made to the appropriate county, (ii) ensure the prompt payment of the Resident's NAMI obligation from the Resident's income and, (iii) pending the Medicaid determination, ensure the prompt payment of the Resident's monthly income (less the \$50 Personal Needs Allowance) to the Center. Payments required by this Section 7 are due within ten (10) days of the date of the Center's invoice for services. A late charge of \$35.00 or 1.25% per month (16% per annum), whichever is greater, will be added if payment is not made when due to cover the additional administrative costs to the Center caused by the delay.

8. Services and Items Included as Part of the Daily Basic Rate are as follows:

**For Privately Paying, Medicare-Covered and Medicaid-Covered Resident the services covered include:**

- (i) Lodging and board (prepared in compliance with Jewish dietary laws), including therapeutic or modified diets as prescribed by a physician;
- (ii) Twenty-four (24) hour per day nursing care;
- (iii) The use of all needed equipment, medical supplies and modalities usually used in the everyday care of nursing home residents;
- (iv) Fresh linen as required;
- (v) Hospital gowns as required by the clinical condition of the Resident, unless the Resident or the Resident Representative elects to furnish them;
- (vi) Laundry services for washable personal clothing items and hospital gowns;
- (vii) General household medicine cabinet supplies;
- (viii) Assistance and/or supervision, when required, with activities of daily living;
- (ix) Services of staff performing their daily assigned resident care duties;
- (x) Use of customarily stocked equipment, including but not limited to crutches, walkers, canes and wheelchairs and other supportive equipment, unless such items are prescribed for regular and sole use by a specific resident;
- (xi) Activities program;
- (xii) Social services as needed;
- (xiii) Arrangements for opportunities for religious worship and religious counseling;
- (xiv) Oral hygiene care and routine and twenty-four (24) hours emergency dental care administered by the Center's contracted dental provider;
- (xv) When requested in writing, the Center will provide the service of holding Resident moneys for incidental expenses. Funds in excess of \$50.00, or as required by regulation, will be held in an interest-bearing account.

**For Medicaid-covered residents only.** The Medicaid rate also covers the following services: *(While the following items are not billed directly to a Medicaid covered resident, the Center or the providing vendor may have the right to bill a third party for the service or supply.)*

- (i) Physical therapy services;

- (ii) Occupational therapy services;
- (iii) Speech pathology services;
- (iv) Hearing aid devices as prescribed by the Resident's attending physician and approved by Medicaid;
- (v) Pharmaceutical services;
- (vi) Ambulette services to and from medical appointments as ordered by the Resident's attending physician;
- (vii) Contact lenses, eyeglasses, orthopedic braces, prosthetics and any other physician ordered medical device procured from the Center's contracted provider, if any.

9. **Physician and Additional Services Provided on a Fee For Service Basis are as follows:** The services listed below may or may not be covered by Medicare, Medicaid, or other insurance depending upon medical review and upon terms and conditions of insurance contracts. The services listed below are not exclusive; other physician-ordered services may be available:

- (i) Physical therapy services, occupational therapy services, and speech pathology services as prescribed by a physician;
- (ii) Pharmaceutical services and supplies as prescribed by the resident's attending physician (this is also subject to the New York State gross receipts assessment);
- (iii) Taxi, ambulance and ambulette services if not otherwise covered by Medicaid or Medicare;
- (iv) Private physician services and medical consultant;
- (v) Podiatry and optometry services;
- (vi) Contact lenses, eyeglasses, hearing aids, orthopedic braces, prosthetics and any other physician ordered medical device;
- (vii) Specially ordered personal care, nursing or communication devices not considered routine;
- (viii) Specialty equipment including but not limited to walkers, wheelchairs specialty recliners, specialty beds and mattresses which are not customarily stocked when these are prescribed for the regular and sole use of the specific Resident;
- (ix) Laboratory, radiological and EKG services or professional fees for same.

10. **Items and Services Not Covered in the Basic Rate, Medicaid Rate, Medicare Rate or By Insurance are as follows:** Certain items and services, such as those listed below, may not be covered under the Basic Rate, nor are they paid for by Medicaid or Medicare or insurance carriers. Such items are made available, but must be paid for or charged against the Resident's account when the cost is incurred:

- (i) Beauty & Barber Shop, and Gift Shop;
- (ii) Personal telephone;
- (iii) Private television and Cable television reception;
- (iv) Newspapers and other personal reading matter;
- (v) Personal dry cleaning;
- (vi) Transportation for personal use;

- (vii) Personal comfort items including but not limited to notions, novelties, and confections;
- (viii) Flowers and plants;
- (ix) Social events and entertainment offered off premises and outside the scope of the activities program as required under applicable Department of Health Regulations;
- (x) Specially prepared catered or alternate food ordered or requested and outside the scope of the dietary department's regular meal and food service.

**The Center is NOT responsible for damaged or lost property or personal items, unless such damage or loss is demonstrably caused by the negligent or intentional acts of Center staff while actually performing personal resident care or while such items are in the physical possession of Center staff.**

11. If an immediate transfer to an acute care hospital for medical reasons is required, Third-Party Payors will not reimburse the Center to hold your bed for your return. If bedhold is offered and you wish to hold your bed, you may do so at the prevailing daily Basic Rate if it is expected you will return to the Center from the hospital and if the Resident's payment obligations under this Agreement are not in arrears. If you wish to cancel a bedhold at any time, you will not be liable for charges for the day of cancellation if such reservation is cancelled by 11:00 am EST.

12. The Center provides the service of a Resident Personal Account to cover incidental expenses. We ask for an initial deposit of fifty (\$50.00) dollars to open the account. Incidental expenses will not be provided if a Personal Account has not been opened or the account is in arrears.

13. Refunds for any balance in the Personal Account or unused funds paid toward the cost of care will be made to the Resident or the Resident's estate, no later than thirty (30) days after discharge.

14. The Center complies with applicable Federal and State civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex.

The Center provides free aids and services to people with disabilities to communicate effectively with us, such as:

- (i) Qualified sign language interpreters and/or language services for people whose primary language is not English;
- (ii) Written information in other formats (large print or other formats);
- (iii) Information written in other languages

If you need these services, contact the Director of Resident Life.

If you believe that we have failed to provide these services or have discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with the Director of

Resident Life (180 Washington Avenue Extension, Albany, NY 12203; Tel: 518-724-3320; Fax: 518-724-3296). You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Director of Resident Life is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201, 1-800-368-1019, 800-537-7697 (TDD).

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

**IN WITNESS WHEREOF**, the Resident, Resident Representative and the Center have signed this on the day and year set forth above.

**DAUGHTERS OF SARAH NURSING CENTER, INC.**

\_\_\_\_\_  
**Resident**

\_\_\_\_\_  
**Date**

**BY:** \_\_\_\_\_

\_\_\_\_\_  
**Resident Representative**

\_\_\_\_\_  
**Date**

**Title: Chief Executive Officer**