

**NEW JERSEY VETERANS MEMORIAL HOME**  
**SHORT-TERM STAY ADMISSION AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between  
\_\_\_\_\_  
(The "Veterans Memorial Home- VMH") and \_\_\_\_\_  
(The "Resident")

WHEREAS, the New Jersey Veterans Memorial Home (VMH) is licensed as a skilled long term care facility organized under the laws of the State of New Jersey, and;

WHEREAS, the Resident wishes to reside for a short-term, temporary stay at the VMH and to enjoy the facilities and the services provided by the VMH as defined herein;

WHEREAS, the Resident meets all the admission criteria as set forth in N.J.A.C. Chapter 5A:5 (Please see the abbreviated definitions in Appendix A);

The REPRESENTATIVE is (please initial where applicable):

\_\_\_\_\_ A "**Legal Representative**," who holds independent legal authority through either court appointment as a legal guardian or through holding a durable power of attorney executed by the Resident, a copy of which has been provided to the VMH; or

\_\_\_\_\_ A "**Responsible Party**," who is an individual, such as a spouse, family member, or friend who agrees to honor the obligations of the Resident under this Agreement.

Neither a Legal Representative nor Responsible Party is required to assume any personal financial liability by signing this Agreement, except to the extent that the Legal Representative or Responsible Party breaches his/her duties as provided in Section 6 below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. **Term of Stay:** The Resident acknowledges and agrees that the Resident is admitted to the VMH on a short-term temporary basis, and the Resident's admission is subject to the following conditions:
  - (a) **Health of Resident:** As of the date of such Agreement, the Resident shall not require the degree of care and treatment which a hospital or a specialized or extended medical facility normally provides.
  - (b) **Maximum Term:** In no event may the term of the Resident's stay extend beyond the period of eligibility covered under Medicare. The VMH may discharge the Resident when the medical care and health services provided are no longer medically necessary for the health of the Resident, as determined by the order of the Resident's attending physician or the Medical Director of the VMH in accordance with Medicare regulations.

- (c) Admission Requirements: The Resident meets the admission requirements for short-term stay as follows. The Resident:
- i. Is alert and oriented;
  - ii. Possesses the cognitive ability to follow and retain directions/precautions and can actively participate in rehabilitative programs;
  - iii. Is able to tolerate intensive, skilled-level rehabilitation and/or therapeutic services;
  - iv. Has an anticipated discharge environment that is consistent with a short-term plan of care;
  - v. Plans to be discharged from this short-term stay to a lesser care alternative.
  - vi. Does not have alcohol or substance abuse issues that require treatment;
  - vii. Does not have chronic mental health or psychiatric conditions that would preclude participation in short-term stay activities.
- (d) Attending Physician: The Resident agrees to accept the services of the attending physicians or nurse practitioners from the VMH for the duration of this short-term stay.

**2. Services:**

- (a) General Health Services: Except as set forth in Section 2 (b) of this Agreement, the VMH shall provide to the Resident, on a temporary basis, general on-premises health services, including medical treatment and nursing care for minor illness and rehabilitative therapies. General health services provided by the VMH under Medicare include the following: room and board, laundry, three meals per day, special therapeutic diet if prescribed, nursing services, activity program, medications, routine medical supplies, durable medical equipment, oxygen, maintenance, laboratory services, housekeeping, and all therapies.
- i. Resident agrees that pharmacy services will be provided by the VMH's pharmacy provider.
- (b) Special Care Services: Physician services, psychological, surgical specialties, chiropractic, dental, and podiatry services provided to the Resident are performed by the attending physician or consultants who submit claims directly to Medicare for reimbursement. An additional amount may be charged to the Resident for routine and emergency dental services.
- (c) Additional Requested Services: If the Resident requests services or items that are more expensive, in excess of services that are different from those routinely provided to Residents under Medicare or otherwise not covered under Medicare, the Resident will be informed in advance if an additional charge is to be assessed.
- (d) Resident's Personal Needs Funds: To the extent that the Resident and/or the Representative authorizes and requests in writing that the VMH manage the Resident's personal needs funds, the Resident and/or the Resident's Representative shall be provided with a statement detailing any deductions from the Resident's account for such services or items. Services or items payable under Medicare will not be charged against the Resident's personal needs funds.

The VMH may deduct any applicable deductible co-payment or co-insurance amounts owed by the Resident for services, supplies, and facilities provided by the VMH to the Resident hereunder and all fees, costs, and charges for services and supplies requested by the Resident which are more expensive or in excess of or otherwise not covered by Medicare. The Resident and/or Representative may verify the billing with the Business Office during office hours.

(e) Excluded Services: The Resident and/or Representative understands and agrees that the general health services covered by Medicare under this agreement do not include the following kinds of services, supplies, and facilities:

- Private rooms, except where therapeutically required;
- Cosmetic surgery or related cosmetic services or products;
- Treatment for alcoholism, drug addictions, and other chronic substance abuse problems;
- Treatment for chronic mental illness, functional nervous disorder, or psychiatric services, including, without limitations, institutional care related thereto;
- All items or services equal to the degree of care and treatment of which a hospital or specialized or extended care medical facility normally provides;
- Dry cleaning services;
- Personal clothing;
- Beauty/barber shop services;
- Newspaper delivery;
- Television or cable television;
- Telephones and long distance calls;
- Personal comfort items, confections, notions, and novelties;
- Personal reading material;
- Gifts purchased at the request and on behalf of the Resident;
- Flowers and plants;
- Social events and entertainment outside the scope of the required activities program;
- Non-covered special care services;
- Specially prepared or alternative food requested by the Resident instead of those generally prepared by the VMH; and
- Any other goods or services provided by the VMH at the Resident's request or in an emergency, which are not covered under Medicare.

### 3. Fees:

(a) Medicare Reimbursement: The Resident understands that Medicare will pay the fees and charges for all medically necessary services covered under Medicare received by the Resident, including fees for room and board, lodging, maintenance, medical services, and care in full for the first twenty (20) days, if authorized, of the Resident's stay during each benefit period under Medicare. Medicare will pay such fees and charges, after deduction of the applicable daily co-payment amount owed by the Resident, for the next succeeding eighty (80) days of the Resident's stay during each benefit period under Medicare. **The daily applicable co-payment amount for 2009 is \$133.50 for each day of the Resident's stay after the first twenty (20) days, up to the one-hundredth**

**(100<sup>th</sup>) day of such stay in each benefit period under Medicare.** The Resident understands that the Resident shall be responsible and hereby agrees to pay directly to the VMH the co-payment daily rate for each day of the benefit period while the Resident is receiving care or services. If the Resident requires more than one hundred (100) days of care during a benefit period, Medicare will not pay for any care or services received by the Resident and the Resident shall be responsible for, and hereby agrees to pay directly to the VMH all fees and charges for care and services that the Resident received after such one hundred (100) days of care. Medicare only provides coverage for the number of days, not to exceed one hundred (100) days, that the Resident spends receiving medically necessary services. Medical necessity must be determined and certified by the Resident's attending physician or the Medical Director of the VMH in accordance with Medicare regulations.

- (b) Fees for Excluded Services: The responsibility for securing and payment for services, supplies, and facilities listed in Section 2 (e) above, if required by the Resident, is the responsibility of the Resident or others acting on the Resident's behalf and, if for any reason it becomes necessary for the VMH to procure or furnish such goods or services for the Resident, whether at the Resident's request or by reason of emergency, then the Resident or others acting on the Resident's behalf shall be obligated to pay the VMH the actual costs of such services, supplies, and facilities, which obligations shall be in addition to Medicare reimbursement to the VMH. The VMH has the right to change any fee and/or the scope of any such services, supplies, or facilities provided by the VMH (to the extent permitted by and consistent with applicable federal, state, and local laws, rules, and regulations), except no notice shall be required for changes required by federal, state, or local laws, rules, or regulations.
- (c) Changes to Fees: The fees for basic and other services provided by the VMH may from time to time be changed upon thirty (30) days advance notice to the Resident and/or the Resident's Representative.
- (d) Late Charges: The Resident and/or Representative agrees to reimburse the VMH for any and all reasonable costs, fees, and expenses (including, without limitation, attorney fees) incurred in attempting to collect the fees, costs, and charges due by the Resident pursuant to this Agreement. The VMH reserves the right to charge 1.5% interest per month on any unpaid balance. The "past due unpaid balance" shall be any payment which is not received within thirty (30) days of the billing date. In the event that any account shall remain unpaid for thirty (30) days or more after billing, and should the services of a collection agency or an attorney be used to collect the account, the Resident and/or Representative shall pay from the Resident's income and resources the reasonable cost of collection and/or attorney fees and costs.
- (f) Repairs, Maintenance, and Replacement: The VMH shall be responsible for repairs, maintenance, and replacement of property and equipment owned by the VMH. The VMH has the right to assess an additional charge for any repairs, maintenance, or replacement required as a result of the negligence or intentional acts of the Resident or the guests of the Resident. The Resident and/or Representative is responsible for repairing, maintaining, and replacing the Resident's personal property. Repairs, maintenance, and replacements of the

Resident's personal property by the VMH is not included in the services covered by Medicare and may be billed directly to the Resident as a charge for excluded services.

- (f) Balance of Fees at Death: Upon the death of the Resident, unpaid fees, costs, and charges due to the VMH for services, supplies, and facilities requested by the Resident under this Agreement at the time of death of the Resident shall be the debt of the Resident and the estate of the Resident, and the Resident agrees that the estate shall be obligated to pay such debt. In the event of the death of the Resident, the Resident's Representative shall remove from the VMH the Resident's personal property within ninety (90) days after the death of the Resident, and the VMH shall be fully discharged upon release of such personal property to the Resident's Representative. If the Representative of the Resident fails to remove the personal property of the Resident, the VMH shall be relieved of all liability for the care of such personal property, and may, at the VMH's election, store or dispose of such property at the sole expense of the Resident's estate.

#### **4. Transfer or Discharge:**

As Resident is being admitted for short-term care, the Resident and the Representative hereby acknowledge and expressly waive their rights with respect to notice of discharge from the VMH. In all cases, the VMH may discharge or transfer the Resident with less than thirty (30) days prior notice in the following circumstances:

- i. The transfer or discharge is necessary for the Resident's safety and welfare as the Resident's health care needs exceed the capacity of the VMH;
- ii. The Resident's plan of care has been met and the Resident no longer needs the short-term services provided by the VMH;
- iii. The Resident demonstrates an inability to incrementally progress and/or tolerate a skilled level of rehabilitation services;
- iv. The Resident is non-compliant with their Interdisciplinary plan of care.
- v. The Resident no longer meets the criteria for a skilled level of care;
- vi. The Resident's physician determines that the Resident has reached their optimum recovery potential;
- vii. The Resident has exhausted their Medicare benefits;
- viii. The Resident's condition or behavior poses a significant risk to the safety and/or health of the Resident or other Residents within the VMH;
- ix. The Resident or the Representative has failed, after reasonable and appropriate notice, to pay sums due to the VMH or to cause to have Medicare or another governmental or private funding source pay for the VMH's services;

- x. The VMH is ordered by state, federal, or local government authorities to discharge the resident; or
- xi. The VMH ceases to operate.

**5. Bed Hold Policy:**

The VMH agrees to reserve or “hold” a bed for a Short-Term Stay Resident who is admitted to a hospital or another health care facility offering a higher level of care, as long as the Short-Term Stay Resident or their Representative continues to pay the VMH at the current daily care rate to “hold” the bed.

**6. Representative:**

- (a) Legal Responsibility of the Representative: It is understood by all parties to this Agreement that the Resident’s Representative, whether a legal Representative or Responsible Party, shall be responsible for the following:
  - i. To use his/her legal access to Resident’s available income and resources to promptly pay for the care and services provided to the Resident by the VMH.
  - ii. To make such applications for Medicare or third party insurance coverage on a timely basis, on behalf of the Resident, if and when it becomes necessary.
- (b) Breach of Representative’s Legal Obligations: The Representative is personally responsible for compliance with all other terms of this Agreement, and acknowledges that if the VMH has reasonable cause to believe the Representative is not acting in the best interest of the Resident, or is exploiting Resident’s resources for personal gain, the VMH may report the Representative to the Ombudsman for the Institutionalized Elderly or other law enforcement authorities. The Representative acknowledges that he/she may be held personally liable for amounts due to the VMH for failure to fulfill the Representative’s fiduciary duties under this Agreement or under the law, and that there may be civil or criminal liability for such violations under the law.

**7. Limitation of Liability:**

The VMH and its Directors, Executive Directors, Administrators, Agents, Employees, Successors, and Assigns shall have no liability or responsibility for negligence or otherwise, in connection with the loss of or damage to the Resident’s clothing, jewelry, money, or other personal property, whether due to theft, fire, water damage, or any cause beyond the control of the VMH, and shall not have responsibility with respect to the storage, care, maintenance, or operation of any motor vehicle which the Resident may own, wherever located on the premises of the VMHs and for whatever cause.

**8. Long Term Residency:**

If the Resident desires long-term placement in the VMH, the Resident must, prior to the expiration of the maximum period of eligibility provided under this Agreement, submit an Application for Admission for long-term residency at the VMH in accordance with the VMH's terms and conditions of admission in existence as of the date of such application. The Resident acknowledges and agrees that the Resident shall not, solely by virtue of the Resident's temporary stay under this Agreement, be entitled to admission as a long-term or permanent resident of the VMH.

**9. Smoke-Free Policy:**

The VMH, pursuant to state law, has adopted a smoke-free policy which prohibits Residents from smoking in all areas of the VMH, except those areas of the VMH located outside of the building which are specifically designed as smoking areas.

**10. Confidentiality and Authorization of Release of Record:**

Resident authorizes the VMH to make Resident's record available to its staff and medical professionals for the purpose of treatment and resident care. The Resident authorizes the release of his/her records to any other health care provider to which Resident is transferred or to a physician from whom Resident receives treatment, and to the VMH's liability carrier, legal counsel, third-party payor, authorized government agencies, or as required by law in accordance with the Health Insurance Portability and Accountability Act (HIPAA) and any applicable HIPAA Privacy Regulations that are in effect. The Resident's records otherwise shall remain confidential, and except in emergencies, shall not be released without the express written consent of the Resident, or without a subpoena or other judicial order.

**11. Modifications:**

The VMH reserves the right to modify unilaterally the terms of this Agreement to conform to changes in law or the regulations promulgated hereunder. The VMH will give the Resident and/or Representative, if applicable, thirty (30) days advance written notice of any such modification.

**12. Successors and Assigns:**

This Agreement shall be binding upon the parties, their heirs, legal representatives, successors, and assigns. The Resident and/or Representative may not assign this Agreement.

**13. Severability:**

The various provisions of this Agreement shall be severable from one another. If any provision of this Agreement is found by a court or administrative body of proper jurisdiction and authority to be invalid, the other provisions shall remain in full force and effect as if the invalid provisions had not been a part of this Agreement.

**14. Entire Agreement:**

This Agreement represents the entire understanding between the parties, and supersedes all previous representations, understandings, or Agreements, oral or written, between the parties.

**15. Applicable Law:**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey (without giving effect to conflict of law principles).

**16. Copies:**

This Agreement may be executed in copies, each of which shall be deemed to be a duplicate original, and all of which together shall be deemed to be one and the same instrument.

**17. Notices:**

All notices, requests, demands, waivers, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if delivered personally to the receiving party, or if sent by certified mail, return receipt requested, at the address set forth herein or at such other address as specified by the notice in writing to each of the parties hereto. All such notices, requests, demands, waivers, and communications shall be deemed to have been received on the earlier of the date of delivery or on the third business day after the mailing thereof.

**18. Non-Discrimination Policy:**

The VMH does not discriminate in its admission policy on the basis of race, religion, gender, marital status, sexual preference, national origin, or handicap.

**New Jersey Veterans Memorial Homes  
Short-Term Stay Admission Agreement**

**IN WITNESS WHEREOF**, the parties hereto have executed and dated this Agreement.

**Resident:**

\_\_\_\_\_  
*Resident's Signature*

Print Name: \_\_\_\_\_

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

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

**Resident's Representative:**

\_\_\_\_\_  
*Representative's Signature*

Print Name: \_\_\_\_\_

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

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

**VMH:**

\_\_\_\_\_  
*VMH Representative's Signature*

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Notary Public Witness:**

**SWORN AND SUBSCRIBED TO ME THIS**

\_\_\_\_\_ DAY OF \_\_\_\_\_, YEAR OF \_\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

AFFIX NOTARY SEAL

## APPENDIX A

The Resident must meet all the admission criteria as set forth by N.J.A.C. 5A:5 and must fall within one of the following categories (which have been abbreviated from the actual law for inclusion here):

**Veteran** – a person who has been other than dishonorably discharged from active military service of the United States and has been a resident of the State of New Jersey for at least two years prior to the date of application;

**Spouse of a Veteran** – means the person legally married with a valid marriage license that is in accord with New Jersey law to an individual who has been other than dishonorably discharged from the active military of the United States, provided that the spouse is not less than 50 years of age, has been married to such person for a period of not less than 10 years, and meets the New Jersey residency requirements;

**Surviving Spouse** – means the widow or widower of a person who died an honorable death while in the active military service of the United States, or who was a disabled veteran at the time of death, provided that the surviving spouse was the person's spouse at the time of the person's service or was married to the person not less than 10 years prior to the date of application and has not married since the person's death, and provided the surviving spouse has been a resident of the State of New Jersey for at least two years prior to the date of application;

**National Guard / Reserve Component** – means those members of the armed forces of the United State who have served credibly for 20 years or more, have been honorably discharged, and eligible for retirement pay;

**Gold Star Parent** – means the mother or father of a person who was a resident of New Jersey at the time of service entry, and who died an honorable death in time of war or emergency while in the active military service of the United States, provided the parent has been a resident of New Jersey for at least two years prior to the date of application;

**Gold Star Widow or Widower** - means the widow or widower of a person who died an honorable death while in the active military service of the United States, provided that the widow or widower was the person's spouse at the time of the person's service or was married to the person not less than 10 years prior to the date of application and has not married since the person's death, and provided the widow or widower has been a resident of the State of New Jersey for at least two years prior to the date of application;

## ACKNOWLEDGEMENTS

1. \_\_\_\_\_ **Resident Handbook**

The Resident and Representative, if any, acknowledge the receipt of the Resident Handbook and the opportunity to ask questions about VMH rules, regulations, and/or the Resident Handbook.

2. \_\_\_\_\_ **Resident Rights**

The Resident and Representative, if any, acknowledge the receipt of the statement of Resident Rights, and the opportunity to ask questions about resident rights.

3. \_\_\_\_\_ **Advance Directives**

The Resident and Representative, if any, acknowledge the receipt of the explanation of the Resident's right to appoint a Health Care Representative and to execute an Advance Directive under New Jersey law; and that they have received an explanation thereof and have been offered reasonable assistance in obtaining additional information.

4. \_\_\_\_\_ **Representative Responsibilities**

The Representative, if any, acknowledges that he/she has reviewed his/her responsibilities under the Agreement, and that they have been given an opportunity to ask questions about their obligations.

5. \_\_\_\_\_ **Agreement**

The Resident and Representative, if any, acknowledge that they have read and understand the terms of this Agreement, the terms have been explained to them by a representative of the VMH, and that they have had an opportunity to ask any questions about this Agreement and/or have an attorney of their choosing review this Agreement.

The Resident and/or Representative shall initial each of the above Acknowledgement statements after discussion with VMH staff.