

ENHANCED LIVING ADMISSION AGREEMENT FOR PERSONAL CARE HOME

THIS AGREEMENT made this	day of, 20, by
and between Messiah Lifeways at Messiah Vil	age, a Pennsylvania non-profit corporation,
(called "Facility") and	
(called "Resident") and	("Name of Responsible
Person or Guarantor"), if any, of	
	(address),

Resident's legal representative and/or the individual who has lawful access to Resident's income and financial resources available to pay for Enhanced Living services (called "Responsible Person" or "Guarantor"). The Responsible Person is liable only up to the amount of the Resident's financial resources. The Guarantor is personally liable for all of the financial obligations of the Resident under this Agreement.

Resident has the right to identify a Designated Person who shall be entitled to receive notice in the event of an emergency, termination of service, Personal Care Home closure or other situations as indicated by Resident or as required by law. Resident is not required to name a Designated Person. Resident elects to name ______ of _____, as the Designated Person. The

Designated Person may also be the Responsible Person or Guarantor if Resident so chooses.

Resident, having applied for admission, and, if applicable, Responsible Person or Guarantor, if any, affirm that the information, including all financial information, provided in the Application is true and correct, and acknowledge that the submission of any false information may constitute grounds to terminate this Agreement.

Therefore, Facility, Resident, and if applicable, Designated Person and/or Responsible Person or Guarantor, if any, agree to the following terms and conditions:

1. <u>PROVISION OF SERVICES</u>.

1.1 <u>Levels of Care</u>. Facility provides Personal Care Packages depending on Resident's care needs as determined by his/her physician's recommendation and Facility's utilization of the Level of Care Assessment Tool, Attachment "A", which is subject to change from time to time.

1.2 <u>Basic Services</u>. Facility will provide Resident with the following services at each level of care:

- (a) _____ single _____ double accommodations if residing in Nittany or Laurel or _____ apartment if residing in Hopewell;
- (b) blankets, pillows, bed linens, towels, wash cloths, and soap;
- (c) laundering of linens and towels;
- (d) three meals each day, except as otherwise medically indicated, are provided within the Facility (i.e., Nittany, Hopewell and Laurel Neighborhoods);
- (e) furnishings consisting of a bed, chair, storage area for clothing (i.e., chest of drawers and closet), bedside table/shelf, mirror and lamp. Resident, with the approval of Facility, may also supply his/her own furnishings.
- (f) certain activity programs and social services;
- (g) bi-weekly housekeeping;
- (h) twenty-four (24) hour response call system;
- (i) heating, air conditioning, electricity and basic cable television.

1.3 <u>Ancillary Services</u>. Facility will provide ancillary services, at the option and upon the request of the Resident, in exchange for additional charges as those charges are reflected in the Rate Schedule which is attached to this Agreement as Attachment "B" and incorporated by reference. Meals consumed outside of the Facility in residential living dining venues (Café 100, Evergreen Café, Fireside Grille, Kathryn's on the Square, etc.) are not included in the Daily Rate, but are available at an additional charge. Meals purchased in such dining venues will be charged on an a la carte basis.

1.4 <u>Level of Care Based on Outcome of Support Plan</u>. Facility shall provide Resident with assistance with activities of daily living and/or instrumental activities of daily living consistent with Resident's Support Plan which shall be developed and implemented within thirty (30) days after admission as specified in Section 4.6 of this Agreement. If Resident resides in the secure dementia unit within Laurel, then Facility shall provide Resident with assistance with activities of daily living and/or instrumental activities of daily living and specialized dementia care services consistent with Resident's Support Plan which shall be developed and implemented within seventy-two (72) hours after admission or within seventy-two (72) hours prior to admission as specified in Section 4.6 of this Agreement. The Support Plan shall be attached to this Agreement and may be subject to change from time to time. Some of the activities of daily living and/or instrumental activities of daily living specified in the Support Plan may not be included in the Daily Rate and Resident may be subject to an additional charge for such Ancillary Services as reflected on the Rate Schedule, which is attached hereto and may be amended from time to time by Facility.

1.5 <u>Assessed Levels of Care for Nittany/Hopewell and Laurel</u>. Resident, at the time of execution of this Agreement, shall receive services at the following indicated level of care:

Personal Care Packages:

 Personal Support Package (includes Basic Services, assistance with activities of daily living, personal laundry service, medication administration and monitoring, medical coordination and supervisory care, and additional weekly housekeeping)
 Health Support Package (includes Basic Services, additional assistance with activities of daily living, medication administration and monitoring, health checks at regular intervals and/or routine communication and oversight from consulting physicians for acute/chronic medical conditions, personal laundry service, , medical coordination and supervisory care, and additional weekly housekeeping)
 Memory Support Package (applicable to Laurel neighborhood only) (includes Basic Services, additional assistance with activities of daily living, ambulation assistance, verbal directing and behavioral interventions due to mild memory impairing conditions, medication administration and monitoring, medical coordination and supervisory care, health checks at regular intervals and/or routine communication and oversight from consulting physicians for acute/chronic medical conditions, additional weekly housekeeping and personal laundry service.)

Your accommodation is a _____

The Daily Rate for each level of care is reflected on the Rate Schedule, which is subject to change from time to time. At the time of execution of this Agreement, the Daily Rate is \$______ [_____ initials], which fee is subject to change from time to time. Resident has been advised and acknowledges that Facility, in its sole discretion, has the right to assess Resident as Facility may deem reasonably appropriate, and that Resident may be reassigned to another level of care based on Resident's care needs which are determined by utilizing the Level of Care Assessment Tool referenced in Section 1.1.

2. <u>CHARGES</u>.

2.1 <u>Reservation Fee</u>. Resident shall pay the non-refundable Reservation Fee specified in the Rate Schedule prior to or at the time of admission. This Reservation Fee is not to be construed as an advance payment. If Resident is transferring to Enhanced Living from another accommodation within Messiah Lifeways, Resident shall not be required to pay the Reservation Fee.

2.2 <u>Recurring/Periodic Charges for Personal Care Packages</u>. Resident and/or the individual specified in Section 2.7 of this Agreement shall pay, in exchange for the Personal Care Package provided to Resident at his/her assigned level of care, the Daily Rate in effect at the time the service is rendered as such rate is reflected on the Rate Schedule, which may be amended from time to time by Facility upon notice to Resident.

2.3 <u>Level of Care Assessment Charges.</u> If it is determined by Facility that Resident requires a higher level of care within Facility than previously assigned due to a change in Resident's care needs, Resident's support plan will be amended and Resident will be reassigned to a higher level of care within Facility in accordance with Section 1.5. Resident and, if applicable, Designated Person and/or Responsible Person or Guarantor will be notified in writing of the change in level of care and the corresponding applicable Daily Rate. The corresponding applicable Daily Rate will be immediately effective on the date Resident is reassigned to the higher level of care.

2.4 <u>Additional Charges for Ancillary Services and Supplies</u>. Resident and/or the individual specified in Section 2.7 of this Agreement shall be responsible to pay for other services and supplies provided by or through Facility which are not covered by the Daily Rate. Resident and/or the individual specified in Section 2.7 of this Agreement shall pay in exchange for Ancillary Services or Supplies the charges in effect at the time such Ancillary Services or Supplies are rendered, as such charges are reflected on the Rate Schedule. Any items not identified on the Rate Schedule ordered by a physician will be provided at charges established by Facility.

2.5 <u>Charges for Holding Resident's Enhanced Living Accommodation</u>. When holding his/her accommodation for any days or periods of hospitalization, transfer or any other absences from the Facility, the Resident and/or the individual specified in Section 2.7 of this Agreement shall be charged as follows:

Level of service	Holding rate for accommodation
Nittany/Hopewell Neighborhoods – Basic, Personal, or Health Support	Basic Services daily rate, less overnight credit
Laurel Neighborhood – Health Support or Memory Support	Daily rate, less overnight credit and wander management fee (if applicable)

Resident's accommodation is automatically reserved unless Resident indicates in writing Resident's intent not to reserve the accommodation. If Resident does not reserve (hold) Resident's accommodation, Resident is initiating a permanent transfer from the Facility and termination of this Agreement in accordance with Section 10.8. In such event, please refer to Section 14.3 regarding the disposition and/or storage of Resident's personal property upon permanent transfer or discharge and the related cost of storage.

2.6 <u>Method of Payment for Charges for Long Distance Telephone Calls</u>. Facility shall provide each Enhanced Living accommodation with access to telephone service. All telephone charges, including connection charges and long distance phone calls, shall be paid by Resident. Residents who do not opt to install a telephone shall have access to a public telephone. Resident and/or the individual specified in Section 2.7 of this Agreement shall pay the charge as assessed by Facility for all long distance telephone calls. The charges for long distance telephone calls will appear on the monthly statement provided to Resident by the Facility. 2.7 <u>Party Responsible for Payment</u>. The following individual(s) are responsible for payment, and are required to pay all applicable charges in accordance with this Agreement: _____ Resident [_____ *initials*]; _____ Responsible Person [_____ *initials*]; _____ Guarantor [_____ *initials*].

3. <u>PERIODIC BILLINGS AND PAYMENT DUE DATE</u>.

3.1 <u>Monthly Statements and Other Billings</u>. Resident and, if applicable, the Responsible Person and/or Guarantor will receive each month a billing statement reflecting the amount due for the applicable Personal Care Package and the ancillary charges for the previous month. All bills are due and payable upon receipt.

3.2 <u>Modification of Charges</u>. Facility reserves the right to change from time to time the amount of its charges as reflected in the Rate Schedule or how and when its charges are computed, billed or become due. Facility, except as provided in Section 2.3 of this Agreement, shall provide thirty (30) days advance written notice of any changes in its Daily Rate or any changes in the prices of Ancillary Services.

3.3 <u>Late Charges and Cost of Collection</u>. Any bills unpaid after the thirtieth (30th) day of the month of issue are subject to a late charge of one and one-half percent (1.5%) per month, and Resident, and if applicable, Responsible Person or Guarantor are obligated to pay any late charges. In the event Facility initiates any legal actions or proceedings to collect payments due from Resident under this Agreement, Resident, and if applicable, Responsible Person or Guarantor shall be responsible to pay all attorneys' fees and costs incurred by Facility in pursuing the enforcement of Resident's financial obligations under this Agreement.

3.4 <u>Billing Information</u>. Statements shall be sent to: ____

______. Resident and/or Responsible Person or Guarantor agrees to notify the Facility within ten (10) days of any change in the billing address.

3.5 <u>Obligations of Resident's Estate and Assignment of Property</u>. Resident and, if applicable, Responsible Person or Guarantor acknowledge the charges for services provided under this Agreement remain due and payable until fully satisfied. In the event of Resident's discharge for any reason, including death, this Agreement shall operate as an assignment, transfer and conveyance to Facility of so much of Resident's property as is equal in value to the amount of any unpaid obligations under this Agreement. This assignment shall be an obligation of Resident's Estate and may be enforced against Resident's Estate. Resident's Estate shall be liable to and shall pay to Facility an amount equivalent to any unpaid obligations of Resident under this Agreement.

4. <u>STANDARDIZED SCREENING, ASSESSMENTS AND MEDICAL</u> <u>EVALUATION</u>

4.1 <u>Pre-Admission Screening and Medical Evaluation</u>. Admission to Facility is conditioned upon Resident completing to the satisfaction of Facility a preadmission screening, including a mobility assessment, within thirty (30) days prior to admission, which indicates that the needs of Resident can be met by the services provided by Facility. Resident also shall have a

medical evaluation and have a licensed physician, physician's assistant or certified registered nurse practitioner complete and sign an acceptable medical evaluation form within sixty (60) days prior to or within thirty (30) days after admission. If Resident is seeking admission to the secure dementia unit within Laurel, then admission to Facility is conditioned upon Resident undergoing a cognitive preadmission screening, including a mobility assessment, to be completed in collaboration with a physician or a geriatric assessment team within seventy-two (72) hours prior to admission, which screening indicates that the needs of Resident can be met by the services provided by Facility; and Resident shall also have a medical evaluation and have a licensed physician, physician's assistant or certified registered nurse practitioner complete and sign an acceptable medical evaluation form within sixty (60) days prior to admission, documenting Resident's diagnosis of Alzheimer's disease or other dementia and Resident's need for dementia care services.

4.2 <u>Initial Assessment</u>. Resident shall have a written initial assessment, including a mobility assessment, completed by the Administrator or a designee of the Administrator or, subject to Facility approval, completed by a qualified human service agency within fifteen (15) days of admission.

4.3 <u>Cost of Medical Evaluations</u>. Resident is responsible for paying the cost of all medical evaluations and diagnostic tests whenever medical evaluations and diagnostic tests are required.

4.4 <u>Purpose and When Required</u>. The purpose of the screening process, initial assessment and medical evaluation is to provide basic information about the care needed by Resident. Additional assessments, including mobility assessments, are required: (a) annually; (b) if the condition of Resident significantly changes prior to the annual assessment; or (c) at the request of the Department of Human Services upon cause to believe that an update or revised assessment is needed. Resident shall have a medical evaluation: (a) annually; or (b) if the medical condition of Resident changes prior to the annual medical evaluation.

4.5 <u>Results of Screening and Medical Evaluation</u>. In the event that a screening, assessment or medical evaluation indicates that Resident's care needs exceed the capabilities of Facility, Resident shall be transferred or discharged under the terms and conditions set forth in this Agreement.

4.6 <u>Support Plan</u>. Facility shall develop and implement a written Support Plan for Resident within thirty (30) days after admission to Facility. If, however, Resident resides in the secure dementia unit of Laurel, then Facility shall develop and implement a written Support Plan for Resident within seventy-two (72) hours prior to admission or within seventytwo (72) hours after admission to Facility. The Support Plan shall describe the care, service or treatment needs, including cognitive needs, if any, of Resident. Resident may participate in the development and implementation of Resident's Support Plan, and may include Resident's Designated Person, if any, in making decisions about the services to be provided to Resident. Resident's Support Plan shall be revised within thirty (30) days upon: (a) completion of the annual assessment; or (b) changes in Resident's needs as indicated on the current assessment. The Support Plan, upon initial completion and any subsequent revisions, shall be attached to this Agreement. The service needs addressed in the Support Plan shall be available to Resident every day during Resident's stay in Facility, unless the Support Plan provides otherwise. 4.7 <u>Level of Care Transfer Determination</u>. The level of care required for Resident is initially determined and periodically reevaluated by Facility. If it is determined by Facility that Resident, due to a change in Resident's condition, requires a higher level of care than Facility provides, Resident and, if applicable, the Designated Person agree to the transfer of Resident to an appropriate, higher level of care facility within Community or a Special Service Facility to meet Resident's care needs in accordance with the terms and conditions specified under Section 10.5 of this Agreement.

5. <u>PERSONAL FUNDS</u>.

5.1 <u>Personal Needs Allowance</u>. The Resident and/or Responsible Person or Guarantor agree(s) to provide such personal funds, clothing and effects as needed, required or desired by the Resident. Resident shall retain the minimum amount of Resident's own funds per month for personal expenditures as required by the Department of Human Services, which amount currently is eighty-five dollars (\$85.00). If Responsible Person or Guarantor manages Resident's funds, then Responsible Person or Guarantor shall provide Resident with at least eighty-five dollars (\$85.00) per month for personal expenditures.

6. <u>SSI PROVISIONS</u>.

The following restrictions apply in this Agreement for Residents who receive or are eligible for SSI benefits:

6.1 <u>Monthly Charges</u>. SSI Residents shall be obligated to pay monthly charges, but shall not pay more than the SSI Resident's actual current monthly income reduced by a minimum personal needs allowance determined by the Department of Human Services. This provision shall not be construed to prohibit Facility from obtaining a third party guaranty for payment of the balance of the monthly charges above the Resident's allowable SSI amount.

6.2 <u>Restrictions on Charges</u>. If Resident is an SSI recipient or eligible for SSI benefits, the Resident shall receive the following items or services as needed:

- a. Necessary personal hygiene items, such as a comb, toothbrush, toothpaste, soap and shampoo. Cosmetic items are not included.
- b. Laundry services for personal laundry, bed linens and towels, but not including dry cleaning or other specialized services.
- c. Personal care services such as assistance or supervision with dressing, bathing, hygiene, medication prescribed for self-administration, arrangements for special diets if dietary restrictions exist, and weekly housekeeping.

6.3 <u>Restrictions on Supplemental Funds</u>. If Resident is an SSI recipient or eligible for SSI benefits, payment for rent and other services shall not include funds received as lump sum awards, gifts or inheritances, gains from the sale of property or retroactive government benefits. Facility may seek and accept payments from funds received as retroactive awards of

SSI benefits, but only to the extent that the retroactive awards cover periods of time during which Resident actually resided in Facility for which full payment has not been received.

7. <u>OBLIGATIONS OF RESPONSIBLE PERSON/GUARANTOR</u>.

7.1. <u>Non-SSI Recipients</u>.

(a) <u>Responsible Person</u>. Responsible Person may be required to enter into and sign a separate "Responsible Person Agreement" to evidence Responsible Person's financial obligations. When applicable, Responsible Person shall be responsible to pay from Resident's financial resources and shall be liable only up to the amount of Resident's resources.

(b) <u>Guarantor</u>. Guarantor may be required to enter into and sign a separate "Guaranty and Suretyship Agreement" to evidence Guarantor's financial obligations. When applicable, Guarantor shall be jointly and severally liable for all of Resident's financial obligations under this Agreement and shall guarantee payment in the event Resident does not pay Facility for all charges incurred under this Agreement within thirty (30) days of the payment due date.

7.2 <u>SSI Recipients</u>. If Resident enters into an agreement with Guarantor, and Resident enters Facility as an SSI recipient or becomes an SSI recipient during Resident's stay, then Guarantor shall be primarily liable for all unpaid charges incurred under this Agreement, except those charges associated with food, clothing and shelter. In such situations, Guarantor shall enter into and sign a separate "Third Party Payment Agreement" to evidence Guarantor's financial obligations.

8. <u>RENT REBATE POLICY</u>.

Resident may apply for any benefits to which Resident may be entitled under the Senior Citizens Property Tax and Rent Rebate Assistance Act. Facility shall not collect any portion of Resident's rent rebate funds as restricted under 62 P.S. §1057.3(a)(7) (relating to rules and regulations for personal care homes and assisted living residences) and 55 Pa. Code §2600.25(d) (relating to resident-home contract).

9. <u>FINANCIAL MANAGEMENT</u>.

9.1 <u>Authorization Requirements</u>. Resident has the right to manage his or her own personal funds. Facility will not assume responsibility for maintaining or managing Resident's funds, except as provided in Section 9.2 below.

9.2 <u>Facility Obligations</u>. If Facility provides financial assistance to Resident, as outlined in Facility's Resident Handbook, then, upon election by Resident, Facility may provide financial management services consistent with those services as outlined in the Resident Handbook, which are subject to change from time to time.

10. <u>TERMINATION, TRANSFER OR DISCHARGE</u>.

10.1 <u>Facility Initiated</u>. Facility may terminate this Agreement and Resident's stay, and transfer or discharge Resident if:

- a. It is determined by Facility's Medical Director and Facility's Administrator or his/her designee that Resident's functional level has advanced or declined so that Resident's needs cannot be met by Facility; or
- b. Resident is a danger to himself/herself or others; or
- c. If the Facility chooses to voluntarily close all or a portion of Facility; or
- d. Violation of Facility's rules, regulations, policies or procedures which may be documented or repeated; or
- e. Resident has failed to pay after reasonable efforts by Facility to obtain payment which may be documented; or
- f. Meeting Resident's needs would require a fundamental alteration in Facility's program or building site, or would create an undue financial or programmatic burden on Facility; or
- g. Closure of Facility is initiated by the Department of Human Services.

10.2 <u>Notice</u>. If Facility initiates a transfer or discharge of Resident, or Facility closes, thirty (30) days prior written notice, except as is provided in Section 10.3, shall be provided to Resident and/or Designated Person, if any, and the referral agency, if any, citing the reasons for the discharge or transfer. Facility will notify Resident and/or Designated Person, if any, (or if none, a family member or legal representative of the Resident, if known to Facility) at least thirty (30) days in advance of transfer or discharge.

10.3 <u>Waiver of Notice for Facility Initiated Discharge or Transfer</u>. If a delay in discharge or transfer would jeopardize the health or safety of Resident or others in the Facility, as certified by a physician or the Department of Human Services, or both; the thirty (30) day notice period may be waived, and Facility shall give only such notice as is reasonable and practicable under the circumstances.

10.4 <u>Facility Closure</u>. In the event of a partial or complete closure, Facility shall submit to each affected Resident at least thirty (30) days before closure, a written statement of the intent to close and the projected date. Copies shall be provided to the Department Human Services; the Resident and his/her Designated Person, if any; any agencies which participated in referral of the Resident to the Facility; and any agencies currently providing services to the Resident. 10.5 Level of Care Transfer to a Nursing Facility. There is no guarantee or assurance that a nursing care bed in Messiah Lifeways' Nursing Facility will be available at such time as Resident may need to transfer to a nursing facility for the provision of a higher level of care than Facility provides. In order to transfer to Messiah Lifeways' Nursing Facility, Resident must meet all the criteria for admission, including the financial requirements, as determined by Facility in its sole discretion, and sign a separate admission agreement. In the event that there is no bed available in the nursing facility, or Resident fails to meet the requirements for admission to the nursing facility at such time as Resident needs to be transferred, Resident may be transferred to another nursing facility duly licensed to provide nursing care by the Pennsylvania Department of Health. The expense of such transfer and care, including the cost of transport service, shall be the obligation of the Resident.

10.6 <u>Transfer to Hospital or Other Outside Facility</u>. In the event of illness or deterioration in the physical or mental condition of Resident requiring a higher level of care than provided by Facility, Resident shall be transferred to an appropriate health care provider. The expense of such transfer and care, including the cost of transport service, shall be the obligation of Resident.

10.7 <u>Documentation</u>. The date and reason for the discharge or transfer, and the destination of the Resident, if known, shall be recorded in Resident's record.

10.8 <u>Resident Initiated</u>. Resident may terminate this Agreement upon thirty (30) days written notice to Facility. Resident must give written notice to Facility at least thirty (30) days in advance of transfer, discharge or termination of this Agreement unless Resident leaves Facility due to a medical emergency or death, or Resident does not reserve (hold) Resident's accommodation in accordance with Section 2.5. If Resident fails to give thirty (30) days advance written notice to terminate or Resident, after giving notice to terminate, leaves Facility before the expiration of the required thirty (30) day notice period, Resident shall remain responsible for payment of the Daily Rate and other charges then in effect for Resident's stay and care for the entire thirty (30) day notice period, whether or not Resident resided in Facility, Resident has the right to request and receive assistance from Facility in relocating to another facility. Such assistance shall include helping Resident get information about living arrangements, making telephone calls and transferring records.

10.9 <u>Withdrawal Against Advice</u>. In the event Resident withdraws from Facility without the consent of Facility and against the advice of his/her attending physician and/or the Medical Director, all of Facility's responsibilities for the care of Resident are terminated.

11. <u>DEATH OF RESIDENT</u>.

11.1. <u>Facility Responsibility</u>. Facility assumes no responsibilities or obligations, which may arise upon the death of Resident except notice to Resident's proper representative. All funeral arrangements and expenses are the obligation of the Resident's Estate and/or those individuals responsible by law. Unless otherwise agreed, Facility will assume no responsibility for life insurance policies or benefits for any deceased Resident. Resident's survivors shall be responsible for making application for survivor benefits.

11.2 <u>Transfer</u>. In the event of Resident's death, Facility is authorized to arrange for the transfer of Resident's body to the Funeral Home designated by Resident at the time of admission. Facility shall notify the person(s) designated by Resident in the event of Resident's death. Resident's Estate or those individuals obligated by law are responsible for the payment of all costs associated with the transfer and funeral.

12. <u>REFUNDS</u>.

12.1 <u>Refunds of Personal Funds</u>. Resident's personal needs allowance and any funds that Facility is holding for Resident in bank accounts will be refunded within two (2) business days after the permanent transfer or discharge of Resident from Facility, and termination of this Agreement, subject to deductions for outstanding bills or other amounts due the Facility. Any other personal funds being managed or held by Facility on behalf of Resident will be refunded within two (2) business days from the date that Resident's accommodation is cleared of Resident's property, subject to deductions for outstanding bills or other amounts due the Facility. In the event of Resident's death, the refund will be made to the duly authorized representative of Resident's Estate, to the Responsible Person or Guarantor designated under this Agreement, or to other persons entitled to property under current law. If Resident is permanently transferred to Messiah Lifeways' Nursing Facility, then Facility, upon the written request of Resident or, if applicable, upon the written request of the Designated Person, Responsible Person or Guarantor, if any, may continue to hold Resident's personal needs allowance or any funds held in a bank account as opposed to issuing a refund as previously specified under this Section.

12.2 <u>Advance Payments</u>. Any funds paid in advance for a Personal Care Package (which includes Basic Services), subject to deductions for payment of outstanding bills, costs incurred to restore or repair Resident's Enhanced Living accommodation or other amounts due the Facility, will be refunded to Resident within thirty (30) working days after the permanent transfer or discharge of Resident from the Facility, and termination of this Agreement. In the event of Resident's death, Facility shall refund to Resident's Estate or to such parties or persons entitled to the property under current law any unused portion of advance payments for a Personal Care Package (which includes Basic Services) made by Resident or Responsible Person and held by Facility after deductions for payment of any outstanding bills, costs incurred to restore or repair Resident's accommodation or other amounts due the Facility, within thirty (30) days from the date that Resident's personal property is removed from Resident's accommodation.

12.3 <u>Reservation Fee</u>. In the event of Resident's death prior to admission, Facility shall refund the Reservation Fee within seven (7) days of receipt of a copy of the Death Certificate. In the event that Resident decides not to enter Facility, the Reservation Fee is nonrefundable. The Reservation Fee is non-refundable after admission.

13. FACILITY RULES, REGULATIONS, POLICIES, AND PROCEDURES.

13.1 <u>Source of Rules</u>. Resident shall comply fully with all governmental laws and regulations, the provisions of this Agreement, and Facility's rules, regulations, policies and procedures as published in the Resident Handbook or other documents or publications made available by the Facility. Facility reserves the right to amend or change its rules, regulations,

policies and procedures. A copy of the Resident Handbook containing an explanation of Facility's rules, regulations, policies and procedures shall be provided to Resident upon admission. The Facility's rules, regulations, policies and procedures shall not be construed as imposing any contractual obligations on Facility or granting any contractual rights to Resident, and are subject to change from time to time.

13.2 <u>Smoking</u>. The Facility does not permit smoking anywhere on its premises.

13.3 <u>Pets</u>. Pets are permitted in accordance with Facility policy as described in the Resident Handbook.

14. <u>PERSONAL AND OTHER PROPERTY</u>.

14.1 <u>Responsibility for Maintenance and Loss</u>. Resident is responsible for furnishing and maintaining his or her own clothing, jewelry and possessions and other items of property as needed or desired. Facility shall provide Resident with a safe or lock box in which Resident can keep his/her cash or other personal valuables. Facility shall not be responsible for cash or other personal valuables, which are not kept in a safe or lock box. Resident may obtain at his/her own expense, casualty insurance to cover potential damage to or loss of personal property. If damage or loss occurs to Resident's property, the Facility will investigate each incident of loss or damage to determine liability and assess responsibility depending on the facts and circumstances of each incident. The Facility shall be responsible for only such losses or damages as are attributed by the Facility to the negligence or fault of the Facility.

14.2 Disposition and Storage Upon Resident's Death. Upon the Resident's death, Facility shall contact Resident's authorized representative within twenty-four (24) hours to arrange for an inventory of Resident's personal property. Facility is authorized to transfer Resident's personal property to a duly authorized representative of Resident's Estate or to such parties or persons entitled to the property under current law. The duly authorized representative of Resident's Estate or other persons entitled to property under current law must acknowledge, in writing, the receipt of the personal property transferred to his or her custody by Facility. After Resident's death, Facility may keep Resident's personal property in Resident's Enhanced Living accommodation for a period of time up to thirty (30) days or until the property is claimed by an authorized representative of Resident's Estate or any parties or persons entitled to the property under current law, whichever is sooner. The applicable rate as reflected in Section 2.5 above may continue to be charged until all of the Resident's property is removed from the Resident's Enhanced Living accommodation. After the lapse of thirty (30) days, Facility shall send a notice to the authorized representative via certified mail that if remaining items are not removed within fourteen (14) days, Facility may dispose of Resident's property.

14.3 <u>Disposition and Storage Upon Resident's Transfer or Discharge</u>. If Resident's personal property is not claimed or removed from the Resident's Enhanced Living accommodation within twenty-four (24) hours of Resident's permanent transfer or discharge, Facility shall send a notice to the authorized representative via certified mail that if remaining items are not removed within fourteen (14) days, Facility may dispose of Resident's property. The applicable rate as reflected in Section 2.5 above may continue to be charged until all of the Resident's property is removed from the Resident's Enhanced Living accommodation. Resident or Resident's Estate shall be obligated to pay all costs of storage or disposition and shall bear the risk of loss or damage to the property.

14.4 <u>Damage to Accommodation or Facility Property</u>. Resident or Resident's Estate is responsible for any damages caused to Facility property beyond normal wear and tear, and shall pay for the repair and replacement of damaged property, based on such reasonable charges as may be assessed by Facility for such repair or replacement.

15. <u>RESIDENT RECORDS</u>.

Resident consents to the release of Resident's personal and medical records maintained by the Facility for treatment, payment and operations as determined reasonably necessary by the Facility. Any such release may be to the Facility's employees, agents and to other health care providers from whom the Resident receives services, to third-party payors of health care services, to any Managed Care Organization in which Resident may be enrolled, or to others deemed reasonably necessary by the Facility for purposes of treatment, payment and operations. Release of records for other purposes shall be done in accordance with applicable law, with a specific authorization from the Resident where required. Authorized agents of the state or federal government, including the Long Term Care Ombudsman, may obtain Resident's records without the written consent or authorization of Resident.

16. <u>ENHANCED LIVING SERVICES AUTHORIZATION</u>.

Resident authorizes Facility to provide Enhanced Living services (Personal Care Packages, including Basic Services) consistent with the terms of this Agreement.

17. <u>ADVANCE DIRECTIVES</u>.

If Resident has executed an advance directive in the form of a living will relating to the provision of health care services in the event of terminal or other illnesses or conditions, Resident shall provide a copy of the living will or advance directive to Facility, and a copy of any revisions or changes made to the document during Resident's stay at Facility.

18. DURABLE FINANCIAL POWER-OF-ATTORNEY.

Resident is strongly encouraged to furnish to Facility, no later than the date of admission, a durable Power-of-Attorney executed by Resident as Principal designating someone other than the Facility or a representative or affiliate of Facility as Agent, for the limited purpose of financial decisions and payment of services. In the event Resident fails to designate an Agent under a Power-of-Attorney, Resident, as specified in Section 19 of this Agreement, shall be responsible to pay for any guardianship proceedings related to the appointment of someone or a legal entity to make decisions on behalf of Resident, if and when Resident lacks capacity to make such decisions as determined by Facility.

19. <u>CAPACITY OF RESIDENT AND GUARDIANSHIP.</u>

If Resident is or becomes unable to understand or communicate, and is determined prior to or after admission to be partially or completely incapacitated, then, in the absence of Resident's prior designation of an authorized legal representative, or upon the unwillingness or inability of the legal representative to act, Facility shall have the right to commence a legal proceeding to adjudicate Resident incapacitated and to have a court appoint a guardian for Resident. The cost of the legal proceedings, including attorneys' fees, shall be paid by Resident or Resident's Estate.

20. <u>NOTICE</u>.

Wherever written notice is required to be given to Facility under this Agreement, it shall be sufficient if notice is provided by personally delivering it or by first-class mail, return receipt requested, addressed to:

Messiah Lifeways at Messiah Village 100 Mt. Allen Drive Mechanicsburg, PA 17055 Attn: Personal Care Home Administrator

Notice to Resident will be provided by personal delivery to Resident's unit, or where applicable, by first-class mail to Responsible Person or other Designated Person.

(RESPONSIBLE PERSON/DESIGNATED PERSON, if any)

21. <u>INDEMNIFICATION</u>.

Resident shall indemnify and hold the Facility harmless from and against, and is responsible to pay for any damages, including attorneys' fees and reasonable costs, including those incident to establishing the right to indemnification for injury to or death of any person or other resident, or for damage to or loss of the property of any person or resident caused by the acts or omissions of Resident, to the fullest extent permitted by law.

22. <u>FACILITY'S GRIEVANCE PROCEDURE</u>.

22.1 <u>Reporting Complaints</u>. If Resident or Designated Person, if any, believe(s) that Resident is being mistreated in any way or Resident's rights have been or are being violated by staff or another resident or in any other way, Resident and/or Designated Person may file a complaint with Facility. Resident and/or Designated Person may also file a complaint with the Department of Human Services' personal care home regional office, local ombudsman or protective services unit in the area agency on aging, Disability Rights Network of Pennsylvania, or law enforcement agency. The procedure for filing a complaint with Facility or one of the aforementioned entities is described in the "Personal Care Home Grievance Policy", which is attached to this Agreement as Attachment "D". The complaint procedures described in Attachment "D" do not impose any contractual obligations on the Facility nor do they grant any private contractual rights to Resident.

22.2 <u>Voluntary Mediation</u>. Mediation is a form of alternative dispute resolution whereby an impartial person facilitates communication between the parties. The goal of mediation is to resolve the dispute promptly, amicably, and without incurring significant time and expense. Mediations are non-binding in nature. This Agreement provides for voluntary mediation whereby the parties may, upon mutual agreement, engage in mediation before resorting to arbitration. If the parties mutually agree to mediate any dispute that may arise between them, then the mediation will be conducted at a site selected by Facility, which shall be at Facility or at a site within a reasonable distance of Facility. The costs of the mediation shall be borne equally by each party, and each party shall be responsible for their own legal fees. If the parties are unable to resolve their dispute through mediation, then the dispute may only be resolved by arbitration as provided in this Agreement. If the parties do not mutually agree to mediate any dispute that may arise between them, then they may proceed directly to arbitration.

22.3 <u>Mandatory, Binding Arbitration</u>. Arbitration is a specific process of dispute resolution utilized instead of the traditional state or federal court system. Instead of a judge and/or jury determining the outcome of a dispute, a neutral third party ("Arbitrator(s)") chosen by the parties to this Agreement renders the decision, which is binding on both parties. Generally an Arbitrator's decision is final and not open to appeal. The Arbitrator will hear both sides of the story and render a decision based on fairness, law, common sense and the rules established by the Arbitration Association selected by the parties. When Arbitration is mandatory, it is the only legal process available to the parties. Mandatory Arbitration has been selected with the goal of reducing the time, formalities and cost of utilizing the court system.

Contractual and/or Property Damage Disputes. Unless resolved or (a) settled by mediation, any controversy, dispute, disagreement or claim of any kind or nature, arising from, or relating to this Agreement, or concerning any rights arising from or relating to an alleged breach of this Agreement, with the exception of (1) guardianship proceedings resulting from the alleged incapacity of the Resident; (2) collection actions initiated by the Facility for nonpayment of stay or failure of Responsible Person or Guarantor to fulfill their obligations under this Agreement, the Responsible Person Agreement, Guaranty and Suretyship Agreement or the Third-Party Payment Agreement, which results in a financial loss to the Facility; and (3) disputes involving amounts in controversy of less than Twelve Thousand Dollars (\$12,000), shall be settled exclusively by arbitration. This means that the Resident will not be able to file a lawsuit in any court to resolve any disputes or claims that the Resident may have against the Facility. It also means that the Resident is relinquishing or giving up all rights that the Resident may have to a jury trial to resolve any disputes or claims against the Facility. It also means that the Facility is giving up certain rights that it may have to a jury trial or to bring claims in a court against the Resident. Subject to the provisions of Section 22.3(f), the Arbitration shall be administered by ADR (Alternative Dispute Resolution) Options, Inc., in accordance with the ADR Options Rules of Procedure, and judgment on any award rendered by the arbitrator(s) may be entered in any court having appropriate jurisdiction. Resident and, if applicable, Designated Person and/or Responsible Person or Guarantor acknowledge(s) and understand(s) that there will be no jury trial on any claim or dispute submitted to arbitration, and Resident and, if applicable,

Designated Person and/or Responsible Person or Guarantor relinquish and give up their rights to a jury trial on any matter submitted to arbitration under this Agreement.

Personal Injury or Medical Malpractice. Unless resolved or settled (b) by mediation, any claim that the Resident may have against the Facility for any personal injuries sustained by the Resident arising from or relating to any alleged medical malpractice, inadequate care, or any other cause or reason while residing in the Facility, shall be settled exclusively by arbitration. This means that the Resident will not be able to file a lawsuit in any court to bring any claims that the Resident may have against the Facility for personal injuries incurred while residing in the Facility. It also means that the Resident is relinquishing or giving up all rights that the Resident may have to a jury trial to litigate any claims for damages or losses allegedly incurred as a result of personal injuries sustained while residing in the Facility. Subject to the provisions of Section 22.3(f), the Arbitration shall be administered by ADR Options, Inc., in accordance with the ADR Options Rules of Procedure, and judgment on any award rendered by the arbitrator(s) may be entered in any court having appropriate jurisdiction. Resident, and if applicable, Designated Person and/or Responsible Person or Guarantor acknowledge(s) and understand(s) that there will be no jury trial on any claim or dispute submitted to arbitration, and Resident, and if applicable, Designated Person and/or Responsible Person or Guarantor relinquish and give up the Resident's right to a jury trial on any claims for damages arising from personal injuries to the Resident which are submitted to arbitration under this Agreement.

(c) <u>Exclusion From Mandatory Arbitration</u>. Those disputes which have been excluded from mandatory arbitration (i.e., guardianship proceedings, collection actions initiated by the Facility, and disputes involving amounts in controversy of less than \$12,000) may be resolved through the use of the judicial system. In situations involving any of the matters excluded from mandatory arbitration, neither Resident nor the Facility are required to use the arbitration process. Any legal actions related to those matters may be filed and litigated in any court which may have jurisdiction over the dispute.

(d) <u>Right to Legal Counsel</u>. Resident has the right to be represented by legal counsel in any proceedings initiated under this arbitration provision. Because this arbitration provision addresses important legal rights, the Facility encourages and recommends that Resident obtain the advice and assistance of legal counsel to review the legal significance of this mandatory arbitration provision prior to signing this Agreement.

(e) <u>Location of Arbitration</u>. The Arbitration will be conducted at a site selected by the Facility, which shall be at the Facility or at a site within a reasonable distance of the Facility.

(f) <u>Time Limitation for Arbitration</u>. Any request for arbitration of a dispute must be requested and submitted to ADR Options, Inc., with notice to the other party, prior to the lapse of two (2) years from the date on which the event giving rise to the dispute occurred. In the event ADR Options, Inc., is unable or unwilling to serve, then the request for Arbitration must be submitted to Facility within thirty (30) days of receipt of notice of ADR Options, Inc.'s, unwillingness or inability to serve as a neutral arbitrator. Facility shall select an alternative neutral arbitration service within thirty (30) days thereafter and the selected Arbitration Agency's procedural rules shall apply to the arbitration proceeding. The failure to submit a request for Arbitration to ADR Options, Inc., or an alternate neutral arbitration service selected by Facility, within the designated time (i.e., two (2) years) shall operate as a bar to any subsequent request for Arbitration, or for any claim for relief or a remedy, or to any action or legal proceeding of any kind or nature, and the parties will be forever barred from arbitrating or litigating a resolution to any such dispute. Contact information for ADR Options, Inc., is as follows:

Two Commerce Square, Suite 1100 2001 Market Street Philadelphia, PA 19103-7044 Phone: (215) 564-1775 / (800) 364-6098 Fax: (215) 564-1822 Website: www.adroptions.com

(g) <u>Limitation of Damages for Arbitration</u>. The costs of the arbitration shall be borne equally by each party, and each party shall be responsible for their own legal fees.

(h) <u>Limited Resident Right to Rescind this Mandatory Arbitration</u> <u>Clause (Sections 22.3(a-1) of this Agreement)</u>. Resident or, in the event of Resident's incapacity, Resident's authorized representative have the right to rescind this arbitration clause by notifying the Facility in writing within thirty (30) days of the execution of this Agreement. Such notice must be sent via certified mail to the attention of the Administrator of the Facility, and the notice must be post marked within 30 days of the execution of this Agreement. The notice may also be hand-delivered to the Administrator within the same 30-day period. The filing of a claim in a court of law within the 30 days provided for above will automatically rescind the arbitration clause without any further action by Resident or Resident's authorized representative.

(i) <u>Not a Condition of Admission or Continued Stay</u>. Mandatory arbitration is not required as a condition of admission or continued stay in the Facility.

(j) <u>Confidentiality</u>. Resident agrees that, at all times, Resident will keep any information regarding the arbitration proceeding, including rulings, decisions and awards by the arbitrator, confidential and will not disclose voluntarily to any third party, except to the extent required by law. Resident is permitted to disclose that the matter has been resolved, without disclosing the results of the arbitration proceeding.

(k) <u>Severability of Arbitration Clause (Sections 22.3(a-1) of this</u> <u>Agreement)</u>. If any provision of this arbitration clause is determined by a judicial or administrative tribunal of proper jurisdiction to be invalid or unenforceable, such provision shall be severed and the balance of this arbitration clause shall remain in full force and effect.

(l) <u>Law Governing Arbitration Clause</u>. This arbitration clause shall be governed by and interpreted under the Federal Arbitration Act, 9 U.S.C. Sections 1-16.

23. <u>MISCELLANEOUS PROVISIONS</u>.

23.1 <u>Governing Law</u>. Unless otherwise provided herein, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and shall be binding upon and inure to the benefit of each of the undersigned parties and their respective heirs, personal representatives, successors and assigns. 23.2 <u>Severability</u>. The various provisions of this Agreement shall be severable one from 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 provision had not been a part of this Agreement.

23.3 <u>Entire Agreement</u>. The Admission Agreement consists of this Agreement, the Application and, if applicable, the Responsible Person Agreement, the Guaranty and Suretyship Agreement or the Third-Party Payment Agreement. This Admission Agreement represents the entire Agreement between the parties, and it supersedes, merges and replaces, all prior negotiations, offers, warranties and previous representations, understandings or agreements, oral or written, between the parties.

23.4 <u>Modifications</u>. Facility reserves the right from time to time to modify unilaterally the terms of this Agreement consistent with law. Facility also reserves the right to request a change in the terms of this Agreement. Facility will give Resident and Resident's Designated Person, if any, thirty (30) days advance written notice of any such modifications or any such proposed modifications.

23.5 <u>Waiver of Provisions</u>. Facility reserves the right to waive any obligation of Resident under the provisions of this Agreement in its sole and absolute discretion. No term, provision or obligation of this Agreement shall be deemed to have been waived by Facility unless such waiver is in writing by Facility. Any such waiver by Facility shall not be deemed a waiver of any other term, provision or obligation of this Agreement, and the other obligations of Resident under this Agreement shall remain in full force and effect.

23.6 <u>Rescission Period</u>. Resident or Designated Person has the right to rescind this Agreement for up to seventy-two (72) hours after the initial dated signature of this Agreement. Resident or Designated Person must notify Facility in writing of the decision to rescind this Agreement. The notice of the rescission must be received by Facility or be postmarked before the lapse of the seventy-two (72) hour rescission period. In the event Resident or Designated Person rescinds this Agreement, Resident shall pay only for services received.

24. <u>ACKNOWLEDGMENTS</u>.

24.1 <u>Rate Schedule</u>. Resident and, if applicable, Designated Person and/or Responsible Person or Guarantor acknowledge(s) the receipt of a copy of the Rate Schedule and the opportunity to ask questions about Facility's charges. The Rate Schedule is attached to this Agreement and incorporated by reference.

24.2 <u>Resident Rights and Complaint Procedures</u>. Resident and, if applicable, Designated Person acknowledge being informed orally and in writing of Resident's Rights and the right to lodge complaints without intimidation, retaliation or threats of retaliation of Facility or its staff persons against Resident and acknowledge having an opportunity to ask questions about those rights/complaint procedures. Resident and, if applicable, Designated Person acknowledge receiving a copy of the "Notice of Resident Rights", which is attached to this Agreement as Attachment "C", and a copy of the "Personal Care Home Grievance Policy", which is attached to this Agreement as Attachment "D". The Resident Rights and Complaint Procedures described in each "Notice" are granted by regulation and are regulatory in nature and origin and they should not be construed as private contractual rights. The "Notice of Resident Rights" and the "Personal Care Home Grievance Policy" do not impose any contractual obligations on the Facility nor do they grant any private contractual rights to Resident.

24.3 <u>Agreement</u>. Resident and, if applicable, Designated Person and/or Responsible Person or Guarantor acknowledge(s) that they have read and understand the terms of this Agreement, that the terms have been explained to them by a representative of Facility, and that they have had an opportunity to ask questions about this Agreement. A copy of the signed Agreement shall be provided to Resident and a copy shall be included in the Resident's record.

24.4 <u>Resident Handbook</u>. Resident and, if applicable, Designated Person and/or Responsible Person or Guarantor, if any, acknowledge(s) receipt of a copy of the Resident Handbook and the opportunity to ask any questions about Facility's rules, regulations, policies, and procedures. The Facility's Resident Handbook shall not be construed as imposing any contractual obligations on Facility, or granting any contractual rights to Resident, and is subject to change from time to time.

24.5 <u>Personal Care Regulations</u>. Resident and, if applicable, Designated Person and/or Responsible Person or Guarantor, if any, acknowledge having been informed of the location of the Department of Human Services Personal Care Home Regulations posted in the Facility.

24.6 <u>Rent Rebate Policy</u>. Resident and, if applicable, Designated Person and/or Responsible Person or Guarantor, if any, acknowledge(s) that they have read and understand Section 8 of this Agreement regarding Facility's rent rebate policy, that Facility's rent rebate policy has been explained to them by a representative of Facility, and that they have had an opportunity to ask questions about Facility's rent rebate policy.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties, intending to be legally bound, have signed this Agreement on the date written below.

Resident	Date
Responsible Person, if any	Date
Guarantor, if any	Date
Designated Person, if any	Date
MESSIAH LIFEWAYS AT MESSIAH V	TLLAGE

Date

Administrator	or	Designee
---------------	----	----------

CONSENT FOR ADMISSION TO SECURED DEMENTIA UNIT WITHIN LAUREL NEIGHBORHOOD

Resident has been diagnosed with Alzheimer's disease or other form of dementia and has been determined to be in need of the care and services provided in Facility's secured dementia care unit. Resident and/or Resident's Designated Person consent to Resident's admission or transfer to Facility's secured dementia care unit.

My/Our signature(s) below confirm(s) my/our consent to [be transferred or admitted]/[the transfer or admission of Resident] to the secured dementia care unit.

Resident

Date

Designated Person, if any

Date

MESSIAH LIFEWAYS AT MESSIAH VILLAGE

By_____Administrator or Designee

Date



Enhanced Living

Schedule of Rates Effective July 1, 2017

Daily Rates (1)(2)(3)

Single	Basic Services	*Personal Support Package	*Health Support or *Memory Support Package
Juniata 1	\$94	\$156	\$204
Juniata	\$106	\$167	\$223
Delaware	\$109	\$171	\$223
Juniata Deluxe	-	-	\$234
Ohio	\$167	\$210	\$248
Susquehanna or Brandywine	\$179	\$228	\$276
Hopewell			
Winfield	\$193	\$241	\$288
Bradford or Belmont	\$199	\$247	\$295
Augusta	\$206	\$254	\$301

Couples or Relatives ⁽⁴⁾ (cost per person)	Basic Services	*Personal Support Package	*Health Support or *Memory Support Package
Juniata Deluxe	-	-	\$179
Ohio	\$106	\$152	\$191
Susquehanna or Brandywine	\$110	\$172	\$223
Hopewell			
Winfield	\$124	\$185	\$235
Bradford or Belmont	\$131	\$192	\$242
Augusta	\$137	\$198	\$248

*Licensed as a Personal Care Home.

(1) There is a nonrefundable reservation fee of **\$500.** The residence will be held for up to 7 days from the day the reservation is paid. Full rates will be charged thereafter.

(2) Holding Days rate for Nittany and Hopewell residents will be Basic Services daily rate for their accommodation, less an overnight credit.

- (3) Holding Days rate for Laurel residents will be the daily rate for their accommodation, less an overnight credit and wander management fees, if applicable.
- (4) If one spouse is admitted to the hospital or nursing care, the remaining spouse is charged the full single rate until the spouse returns to that room at which time both residents are again charged the double occupancy rate for their appropriate level of care.

Respite Daily Rate (pre-arranged, pre-paid short-term care available from 14 to 30 days for non-residents only)

Single	All Enhanced Living Levels
Juniata or Delaware	\$205

Transportation Charges

Van Charge	Bus Charge
\$4	\$6
\$6	\$8
\$8	\$10
	\$4 \$6

Enhanced Living

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Additional Services/Supplies

Incontinence supplies/Pull-Ups	\$11.00/pack
Incontinence supplies/Poise Pads	\$20.00/pack
Supplies/Equipment	Prevailing Rates Apply
Non-Laboratory Tests (e.g. hemoccult)	\$6.00/test
Tray Service (for Basic Services residents due to illness)	\$5.00/tray
Daily Support Charge (for Basic Services residents	\$22.00/day
needing additional interim services)	
Telephone service (Nittany and Laurel Residents)	Vendor rates apply
Wander Management	\$55.00/month
Newspaper Charges	Sunday - \$10.00/month
	Weekly - \$6.00/month
	(subject to change if vendor rates change)

Hopewell Technology Services

Phone	\$25/month
One Time Fee to transfer current phone number	\$50
Wi Fi	\$30/month
Phone and Wi Fi bundle	\$50/month
One Time initial Wi Fi Setup	\$50
IT Service Call	\$80 up to 1 hour. \$90/hour for each
	additional hour after the first
Additional TV Receiver or DVR Receiver	\$4/month

Room Set Up For Special Functions

Charges are for room set up only.	
Compass Pointe Place	\$70
Galleria Room	\$60
Community Room	\$70 (1 – 50 people)
	\$105 (50 – 100 people)
	\$150 (over 100 people)

Hostetter Enrichment Center opening in fall 2017. Call for rates.

PA sales tax will be added as applicable. For more information, call 717.790.8237.

Professional Services

Residents and clients are responsible to pay for the services they receive from the professionals providing service on campus, either privately or through insurance coverage.

- Audiologist •
- Infusion Therapy •
- Pharmacist ٠ Physician

Chiropractor ٠ Dentist

•

- Insurance Counselor • Optician •
 - Podiatrist •

- Hospice •
- Optometrist •
- Psychiatrist
- For more information, call 717.790.8232 or 717.697.4666.

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Shampoo Only	Messiah Village Resident
i i i i i i i i i i i i i i i i i i i	\$12.00
Shampoo/Blow Dry	\$17.00
Shampoo/Cut	\$17.00
Shampoo/Style	\$22.00
Shampoo/Cut/Style	\$27.00
Style Only	\$17.00
Cut Only	\$17.00
Re-comb	\$8.00
Color/Blow dry	\$47.00
Color/Style	\$52.00
Color/Cut/Style	\$57.00
Partial Highlight/Blow dry	\$47.00
Partial Highlight/Cut	\$52.00
Partial Highlight/Style	\$52.00
Partial Highlight /Cut/Style	\$57.00
Full Highlight/Cut	\$76.00
Full Highlight /Style	\$76.00
Full Highlight /Cut/Style	\$81.00
Partial Highlights with Color Add	\$25.00
Full Highlights with Color Add	\$40.00
Perm/Cut/Style	\$57.00
Malibu Treatment	\$15.00
Spa Services	Messiah Village Resident
Manicure (regular polish)	\$17.00
Men's Manicure	\$17.00
Spa Manicure (regular polish) *	\$27.00
Manicure (gel polish)	\$22.00
Spa Manicure (gel polish) *	\$32.00
Finger Nail Trim	\$7.00
Polish change	\$11.00
	\$35.00
Pedicure *	
-	\$35.00
Pedicure *	\$35.00 \$45.00
Pedicure * Men's Pedicure*	
Pedicure * Men's Pedicure* Spa Pedicure *	\$45.00
Pedicure * Men's Pedicure* Spa Pedicure * Toe Nail Trim *	\$45.00 \$15.00
Pedicure * Men's Pedicure* Spa Pedicure * Toe Nail Trim * Brow Wax	\$45.00 \$15.00 \$9.00
Pedicure * Men's Pedicure* Spa Pedicure * Toe Nail Trim * Brow Wax Lip or Chin Wax	\$45.00 \$15.00 \$9.00 \$7.00
Pedicure * Men's Pedicure* Spa Pedicure * Toe Nail Trim * Brow Wax Lip or Chin Wax Massage 30-minute *	\$45.00 \$15.00 \$9.00 \$7.00 \$40.00
Pedicure * Men's Pedicure* Spa Pedicure * Toe Nail Trim * Brow Wax Lip or Chin Wax Massage 30-minute * Massage 50-minute *	\$45.00 \$15.00 \$9.00 \$7.00 \$40.00 \$65.00
Pedicure * Men's Pedicure* Spa Pedicure * Toe Nail Trim * Brow Wax Lip or Chin Wax Massage 30-minute * Massage 90-minute *	\$45.00 \$15.00 \$9.00 \$7.00 \$40.00 \$65.00 \$90.00
Pedicure * Men's Pedicure* Spa Pedicure * Toe Nail Trim * Brow Wax Lip or Chin Wax Massage 30-minute * Massage 50-minute * Spa Facial 50-minute *	\$45.00 \$15.00 \$9.00 \$7.00 \$40.00 \$65.00 \$90.00 \$65.00

* Only available at Cerise Day Spa. Details will be provided upon the grand opening of the spa in fall 2017.

Enhanced Living

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Wellness

Wellness Membership Types	Fees	Included in Membership		
Monthly Membership ⁽¹⁾	\$45/month	Use of Pool and Strength Training Studio,		
		all SilverSneakers/Splash classes, all Chair		
		and Water Volleyball sessions		
Health Insurance Membership ⁽²⁾	\$0	Use of Pool and Strength Training Studio,		
		all SilverSneakers/Splash classes, all Chair		
		and Water Volleyball sessions		
Punch Card Membership	\$40	All Classes and use of pool Included		
(Aquatic/Land class only)		Punch card is good for 1 year		
10 classes or pool visit per punch card				
One class or pool session equals 1 punch				
Additional Options (To be purchased in addi	itional Options (To be purchased in addition to one of the memberships above)			
Unlimited Aquatic/Land Fitness Classes	\$15/month	Unlimited attendance to all Aquatic/Land		
	(Not available for	Fitness classes. Must have a Monthly or		
	single purchase)	Health Insurance membership to purchase.		

All new members are required to pay a one-time registration fee of \$20.

(1) Team members and residents receive a free wellness membership which includes use of the Strength Studio, Aquatic Center/Pool and Hot Tub, attendance to all SilverSneakers/Splash classes, chair and water volleyball sessions. A \$30 punch card is available for all other classes.

(2) No monthly fee for participating insurance companies only. Some insurance companies may require you pay for a membership and receive reimbursement from them.

Attachment C

This Notice of Resident Rights shall not be construed as imposing any contractual obligations on Facility or granting any private contractual rights to Resident.

COMMONWEALTH OF PENNSYLVANIA ADULT RESIDENTIAL LICENSING PERSONAL CARE HOMES

RESIDENT RIGHTS

- A resident may not be discriminated against because of race, color, religious creed, disability, handicap, ancestry, sexual orientation, national origin, age or sex.
- A resident may not be neglected, intimidated, physically or verbally abused, mistreated, subjected to corporal punishment or disciplined in any way.
- A resident shall be treated with dignity and respect.
- A resident shall be informed of the rules of the home and given 30 days written notice prior to the effective date of a new home rule.
- A resident shall have access to a telephone in the home to make calls in privacy. Nontoll calls shall be without charge to the resident
- A resident has the right to receive and send mail
- Outgoing mail may not be opened or read by staff persons unless the resident requests.
- Incoming mail may not be opened or read by staff persons unless upon the request of the resident or the resident's designated person.
- A resident has the right to communicate privately with and access the local ombudsman.
- A resident has the right to practice the religion or faith of the resident's choice, or not to practice any religion or faith.
- A resident shall receive assistance in accessing health services.
- A resident shall receive assistance in obtaining and keeping clean, seasonal clothing.
- A resident has the right to access, review and request corrections to the resident's record.
- A resident has the right to furnish his room and purchase, receive, use and retain personal clothing and possessions.
- A resident has the right to leave and return to the home at times consistent with the

home rules and the resident's support plan.

- A resident has the right to relocate and to request and receive assistance from the home in relocating to another facility.
- A resident has the right to freely associate, organize and communicate with others privately.
- A resident shall be free from restraints.
- A resident shall be compensated in accordance with State and Federal labor laws for labor performed on behalf of the home.
- A resident has the right to receive visitors for a minimum of 12 hours daily, 7 days per week.
- A resident has the right to privacy of self and possessions.
- A resident has the right to file complaints with any individual or agency and recommend changes in policies, home rules and services of the home without intimidation, retaliation or threat of discharge.
- A resident has the right to remain in the home, as long as it is operating with a license.
- A resident has the right to receive services contracted for in the resident-home contract.
- A resident has the right to use both the home's procedures and external procedures to appeal involuntary discharge.
- A resident has the right to a system to safeguard money and property.
- A resident has the right to choose his own health care providers.
- A resident has the right to question or refuse a medication if he/she believes there may be a medication error.

55 Pa. Code § 2600.41 – 43 07/10 DEPARTMENT OF HUMAN SERVICES COMMONWEALTH OF PENNSYLVANIA Attachment C (continued)

IF YOU BELIEVE YOUR RIGHTS HAVE BEEN VIOLATED, CONTACT:

•	The Administer of the Personal Care Home	
	Name: Geli Losch	Phone: 717-591-7689
•	The Regional Adult Residential Licensing (Office, Department of Human Services
	 Central Field Office 	1-800-882-1885
	• Southeast Field Office	1-866-711-4115

	 Southeast Field Office 	1-866-711-4115
	 Northeast Field Office 	1-800-833-5095
	 West Field Office 	1-888-322-3664
	• West Field Office	1-888-464-6378
٠	Personal Care Home Complaint Hotline:	1-877-401-8835
	(Available 24 hours/7 days a week)	
٠	Local Ombudsman:	717-697-0371 ext. 6110
٠	Area Agency on Aging:	717-240-6110
٠	County Mental Health Program:	717-763-2219
٠	County Mental Retardation Program:	717-240-6320
٠	Commonwealth Information Center:	1-800-932-0784
•	Disability Rights Network of Pennsylvania:	1-800-692-7443

Attachment D

This Notice of Personal Care Home Grievance Policy shall not be construed as imposing any contractual obligations on Facility or granting any private contractual rights to Resident.

PERSONAL CARE HOME GRIEVANCE POLICY

Decisions are made with consideration given to the impact on the individuals involved and on the other residents and clients of the Facility, as appropriate. Residents or clients may be involved in resolving conflicts and care decisions.

If a situation cannot be resolved through ordinary channels, a resident, client or her/his responsible party may formally file a grievance with the assurance that there will be no reprisals. The following procedure has been established:

- 1. Prior to admission, the home shall inform the resident and the resident's designated person of the right to file and the procedure for filing a complaint with the Department's personal care home regional office, local ombudsman, or protective services unit in the area agency on aging, Disability Rights Network of Pennsylvania or law enforcement agency.
- 2. The home shall permit and respond to oral and written complaints from any source regarding an alleged violation of resident rights, quality of care or other matter without retaliation or the threat of relation.
- 3. If a resident indicates that he/she wishes to make a written complaint, but needs assistance in reducing the complaint to writing, the home shall assist the resident in writing the complaint.
- 4. The home shall ensure investigation and resolution of complaints. The home shall designate the staff person responsible for receiving complaints and determining the outcome of the complaint.
- 5. Within two (2) business days after the submission of a written complaint, a status report shall be provided by the home to the complainant. If the resident is not the complainant, the resident and the resident's designated person shall receive the status report unless contraindicated by the support plan. The status report shall indicate the steps that the home is taking to investigate and address the complaint.
- 6. Within seven (7) days after the submission of a written complaint, the home shall give the complainant and, if applicable, the designated person a written decision explaining the home's investigation findings and the action the home plans to take to resolve the complaint. If the resident is not the complainant, the affected resident shall receive a copy of the decision unless contraindicated by the support plan. If the home's investigation validates the complaint allegations, a resident who could potentially be harmed or his designated personal shall receive copy of the decision, with the name of the affected resident removed, unless contraindicated by the support plan.
- 7. The telephone number of the Department's personal care home regional office, the local ombudsman or protective services unit in the area agency on aging, Disability Rights Network of Pennsylvania, the local law enforcement agency, the Commonwealth Information Center and the personal care home complaint hotline shall be posted in large print in a conspicuous and public place in the home.

Residents, clients and families are made aware of the Messiah Lifeways Grievance Procedure. Attempts to resolve conflicts will involve residents, clients and/or responsible parties and appropriate care staff.

Education, understanding and open active listening will be encouraged as much as possible. Problem solving techniques will be utilized. Should resolution not be developed within the facility, an external organization may be utilized (i.e. Office of Aging/Ombudsmen/Department of Human Services).