



Nursing Care Agreement

For

(Resident name)

100 Mt. Allen Drive
Mechanicsburg, PA 17055
(717) 697-4666
MessiahLifeways.org

Revised March 2018

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MESSIAH LIFEWAYS AT MESSIAH VILLAGE
NURSING CARE AGREEMENT

THIS AGREEMENT is made by and between Messiah Home d/b/a Messiah Lifeways at Messiah Village, a Pennsylvania non-profit corporation (called "Facility"), organized and existing under the laws of the Commonwealth of Pennsylvania and _____
(Print Name of Resident)

(called "Resident") for admission of Resident to Nursing Care on _____
(Date)

and _____ of
(Print Name of Responsible Person)

_____, the
(Print Address)

individual who has access to Resident's income and financial resources available to pay for nursing care, (called "Responsible Person").

Resident and Responsible Person affirm that the information provided in the Financial Disclosure Statement is true and correct to the best of their knowledge, and acknowledge that the submission of any false information may constitute grounds to terminate this Agreement.

Therefore, the Facility, Resident and Responsible Person, intending to be legally bound, agree to the following terms and conditions:

1. PROVISION OF SERVICES.

1.1 Nursing Services. The Facility is comprised of three (3) distinct care neighborhoods consisting of: (a) Wagner Transitional Care Neighborhood (generally higher acuity level of care); (b) Extended Care Neighborhoods (general routine nursing care); and (c) Asper Special Care Neighborhood (dementia care program). Beginning on _____, the designated admission date, Resident will be assigned based on Resident's current nursing level of care need to: _____ Wagner Transitional Care Neighborhood, _____ Extended Care Neighborhoods, or _____ Asper Special Care Neighborhood; and provided with: (a) nursing care services at the per diem rate for the designated care neighborhood as described in the Rate Schedule, attached to this Agreement as Appendix 1 and incorporated by reference; (b) _____ private, _____ semi-private, or _____ four-person accommodations; (c) three meals each day, except as otherwise medically indicated, are provided in the nursing neighborhood in which Resident

resides; (d) blankets, bed linens, towels and wash cloths; (e) laundering of linens, towels and personal items; (f) housekeeping services; and (g) activity programs, pastoral care and social services as established by the Facility.

1.2 Nursing Level of Care Changes. The Facility shall make the initial level of care determination which shall be periodically reevaluated by the Facility. The Facility may change Resident's initial nursing care level indicated above if it determines that Resident is better suited for care in another neighborhood within the Facility. Resident may be moved to another care neighborhood within the Facility based on Resident's care assessment and subject to bed availability.

1.3 Ancillary Services and Supplies. The Facility will provide ancillary services and supplies as identified on the Rate Schedule, and such other ancillary services and supplies at the option and upon the request of the Resident, or upon the direction of Resident's treating physician or the Facility's Medical Director. The ancillary services and supplies identified on the Rate Schedule are subject to change from time-to-time at the discretion of the Facility. Meals consumed outside of the nursing neighborhood in residential living dining venues (Evergreen Café, Fireside Grille, etc.) are not included in the per diem 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 Services of Other Providers. The services of outside providers such as a licensed physician, psychologist and dentist, a registered pharmacist and licensed pharmacy for the provision of pharmaceutical supplies, a licensed hospital, rehabilitation therapies and diagnostic services, laboratory, x-ray, podiatry, optometry, medications, ambulance services and hearing aid repair are available from time-to-time at the Facility. These services are available under guidelines and procedures established by the Facility and may be utilized by Resident at his or her own expense. For a resident whose payor source is Medicare Part A or Medicaid, the charges related to those services which are covered under the programs will be billed to Medicare Part A or Medicaid accordingly.

1.5 Role of Attending Physician and Medical Director. The Resident shall obtain the services of a qualified physician who will provide medical care during the Resident's stay in Nursing Care and who shall comply with the Facility's rules, regulations, policies and procedures. The Facility is not obligated to provide Resident with any medicines, treatments, special diets or equipment without specific orders or directions from Resident's attending physician. In the event Resident's personal physician is unavailable, the Facility's Medical Director may issue appropriate orders. Resident is responsible to pay for all services or equipment ordered by Resident's attending physician or the Facility's Medical Director for Resident's care.

1.6 Supplemental One-on-One Care. In the event that the Facility determines in its sole and absolute discretion that a private pay Resident requires one-on-one care services based on Resident's care needs, then such care will be provided by the Facility and Resident shall pay the charges identified on the Rate Schedule for such care, which charges are subject to change from time to time.

One-on-one care shall be provided to Resident on an hourly basis as determined by the Facility at the charges reflected on the Facility's Rate Schedule. One-on-one care may be

provided to Resident on a consecutive twenty-four (24) hour basis if determined necessary by the Facility. Responsible Person or Resident's family, subject to the approval of the Facility, may arrange for such one-on-one care for Resident and are responsible for the charges associated with such care. Any such caregiver must comply with the Facility's policies and procedures and meet all credentialing standards. The failure of the proposed caregiver to comply with or satisfy such requirements shall in the discretion of the Facility result in the disapproval of the proposed caregiver and the assignment by the Facility of such one-on-one caregiver to the Resident. If one-on-one care is not arranged for by Responsible Person or Resident's family, then such care will be provided by the Facility and Resident shall pay the charges identified on the Rate Schedule for such care, which charges are subject to change from time to time. The provision of one-on-one care services shall be discontinued when such services are no longer needed based on Resident's care needs as determined by the Facility in its sole and absolute discretion.

If Resident poses a danger to his/her health or safety or the health or safety of other residents at the Facility, then Facility reserves the right to transfer or discharge the Resident in accordance with Section 11 of this Agreement.

2. CHARGES.

2.1 Reservation Fee. Resident shall pay the nonrefundable 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. A resident moving from another accommodation within the Facility to Nursing Care shall not be required to pay the Reservation Fee. The Reservation Fee does not apply to a resident whose payor source is Medicare Part A or Medicaid.

2.2 Recurring/Periodic Charges for Routine Nursing Services. Resident shall pay the applicable per diem rate, specified in the Rate Schedule in effect at the time the service is rendered, for routine nursing services provided to Resident. The per diem rate may be changed from time-to-time in accordance with the provisions of Subsection 3.3. Charges for a resident whose payor source is other than Medicare Part A or Medicaid will begin on the designated admission date or actual admission, whichever is earlier; charges for a resident whose payor source is Medicare Part A or Medicaid will begin no earlier than the date of admission.

2.3 Charges for Nursing Level of Care Changes. In the event that the Facility determines that Resident requires or could benefit from a level of care change, then Resident shall move to the most suitable care neighborhood within the Facility, depending upon bed availability, and pay the per diem rate for the services provided in the designated care neighborhood. The Facility shall provide notice to Resident and Responsible Person, if any, of its intention to move Resident to another care neighborhood. At all times, Resident shall pay the applicable per diem rate for the care neighborhood occupied by Resident. In the event Resident was directly admitted to the Facility for nursing care services, Resident does not have a right of access to other levels of care (i.e., Personal Care or residential living) operated by the Facility upon discharge from nursing care. If Resident seeks admission to another level of care operated by The Facility, Resident shall submit a separate application for the specific level of care and must satisfy the medical and financial criteria for admission to the desired level of care. Any such application is subject to the standard review process and may be rejected for any reason deemed appropriate by the Facility.

2.4 Additional Charges for Ancillary Services and Supplies. Resident shall pay for other services and supplies provided by or through the Facility which are not covered by the per diem rate as set forth in the Rate Schedule in effect at the time such ancillary services or supplies are rendered. The Facility reserves the right to unbundle services and supplies currently included in the per diem rate, to alter the per diem rate accordingly and to charge a separate fee for the unbundled services and supplies. The Facility will provide sixty (60) days advance notice of any unbundling of services or supplies. Any items ordered by a physician, which are not identified on the Rate Schedule, will be provided at charges established by the Facility. The charges for ancillary services and supplies are subject to change from time-to-time.

2.5 Charges for Outside and Non-Facility Services. In addition to the Facility's charges, Resident shall pay all fees and costs for goods or services furnished to or for Resident by anyone other than the Facility as described in Subsection 1.4 (Services of Other Providers) unless otherwise covered in full by Medicare or Medicaid or another third-party payor. Resident or Responsible Person is obligated to pay such fees and costs whether the goods and services are furnished by a person or provider made available by the Facility, or by a person or provider selected by Resident, and whether the goods or services are provided at the Facility or elsewhere. These fees and costs are not included in the per diem rate. Fees for professional services rendered by a physician are not included in the per diem rate and will be charged directly to the Resident by the physician.

3. PERIODIC BILLINGS AND PAYMENT DUE DATE.

3.1 Monthly Statements and Other Billings. The Facility will mail Resident or Responsible Person on a monthly basis a billing statement reflecting charges for nursing services and charges for ancillary services and supplies which were incurred in the prior month. Statements are due and payable upon receipt of the Monthly Statement. In the event Resident has requested the Facility to directly debit Resident's checking account for payment of Resident's charges, then funds will be withdrawn from Resident's account on or about the tenth of each month. If the Facility receives notice that adequate funds were not available for the debit transfer, then the Resident may be assessed a fee as determined by the Facility.

3.2 Late Charges and Cost of Collection. Any invoices not paid at the end of the month of issue are subject to a late charge of one percent (1%) per month (annual rate of twelve percent (12%)), and Resident or Responsible Person is obligated to pay any late charges. In the event the Facility initiates any legal actions or proceedings to collect payments due from Resident under this Agreement, Resident or Responsible Person shall be responsible to pay all attorneys' fees and costs incurred by the Facility in pursuing the enforcement of Resident's financial obligations under this Agreement.

3.3 Modification of Charges. The Facility reserves the right to change from time-to-time the Rate Schedule reflecting the amount of any of its charges or how and when its charges are computed, billed or become due. The Facility shall provide sixty (60) days advance written notice of any such changes in the Rate Schedule.

3.4 Obligations of Resident's Estate and Assignment of Property. Resident and Responsible Person 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. In the event the Facility initiates any legal actions or proceedings to collect payments due from Resident's estate under this Agreement, Resident's estate shall be responsible to pay all attorneys' fees and costs incurred by the Facility in pursuing the enforcement of Resident's financial obligations under this Agreement.

4. OBLIGATIONS OF RESPONSIBLE PERSON.

4.1 General Obligations.

(a) Designation of Responsible Person. Resident has the right to identify a Responsible Person (usually the Agent in the Resident's Power of Attorney or Guardian), who shall be entitled to receive notice in the event of transfer or discharge or material changes in the Resident's condition, and changes to this Agreement.

Resident elects to name _____
(Print Name)

of _____,
(Print Address)

as the Responsible Person. The Resident's selected Responsible Person shall sign this Agreement in recognition of this designation with the intent to be legally bound by all provisions of this Agreement. The Responsible Person shall be obligated to fulfill the duties on behalf of the Resident imposed by this Agreement in accordance with the law governing fiduciary duties. The Facility may petition a court to appoint a Guardian and take other legal action if the Facility reasonably believes that the Resident's needs are not being properly met or the duties imposed by this Agreement are not being fulfilled by the Responsible Person. Resident, Resident's estate, or Responsible Person shall pay the cost of such Guardianship proceedings, including attorneys' fees.

(b) Accuracy of Resident's Information. Responsible Person affirms that the information provided in the Financial Disclosure Statement and related documents are true and correct to the best of his or her knowledge. Responsible Person acknowledges that the submission of any false information, misrepresentation or lack of disclosure may result in the termination of this Agreement and may result in the discharge of the Resident from the Facility at the Resident and/or Responsible Person's expense.

(c) Access to Resident's Income. Responsible Person affirms that he or she has access to Resident's income and resources and that Resident's income and resources are available to pay for Resident's care in the Facility. The Responsible Person shall provide payment from Resident's income and resources for such care. Responsible Person shall apply Resident's income and resources to the costs and charges incurred during Resident's stay unless such costs are paid by private insurance or other benefits such as Medicare, Veteran's Health Insurance or Medical

Assistance. When the Resident's financial resources warrant it, Responsible Person shall take any and all actions necessary and appropriate to initiate, make and conclude application for Medical Assistance benefits on behalf of the Resident, including providing all necessary documentation, complying with deadlines and pursuing all necessary appeals. Responsible Person shall exercise diligent efforts in the application and appeal processes to assure continued benefits from any third party or government payor. Responsible Person shall utilize Resident's income and resources only for Resident and shall not utilize any of Resident's income or resources for Responsible Person's benefit nor transfer any of Resident's real property except for fair market value for the benefit of Resident.

(d) Misuse of Resident's Financial Resources. Responsible Person is obligated to pay Facility from Resident's financial resources for services and supplies provided to Resident in accordance with this Agreement. If the Responsible Person withholds or misappropriates Resident's financial resources for personal use or gifts, or otherwise does not use the Resident's financial resources to fulfill Resident's financial obligations to Facility for services and supplies provided to Resident in accordance with this Agreement, then Responsible Person shall be liable for payment up to the value of the misused or misappropriated property. Responsible Person is also obligated to pay Facility for all losses or damages incurred by Facility by the failure of the Responsible Person to fulfill his/her duties under this Agreement. In the event that Facility initiates any legal actions or proceedings to collect payments due from Resident and Responsible Person under this Agreement, or to enforce Responsible Person's obligations under this Agreement, then Resident and Responsible Person shall pay all damages, attorneys' fees and costs incurred by Facility in pursuing the enforcement of Resident's and/or Responsible Person's financial or other obligations under this Agreement. Such damages, fees and costs may include, in the discretion of Facility, an amount equivalent to any revenue lost by Facility due to Responsible Person's failure to timely submit or complete a Medical Assistance application or to cooperate with the Department of Human Services (hereinafter "DHS") in the Medical Assistance eligibility determination.

(e) Application for Medical Assistance. Responsible Person shall timely assist Resident in the preparation, completion and submission, if applicable, of Resident's application for Medical Assistance benefits. If Facility, in its sole discretion, decides to assist in the Medical Assistance application, Resident and Responsible Person are still fully obligated to initiate, make and complete the Medical Assistance application. Facility's assistance in the Medical Assistance application process does not waive Resident's or Responsible Person's duty or responsibility to timely complete and submit a Medical Assistance application if the Resident's financial resources become insufficient to pay amounts under the Admission Agreement. The failure to initiate, make and complete the Medical Assistance application process may result in the discharge of Resident for non-payment and in personal liability to Responsible Person for losses incurred by Facility for Responsible Person's failure to apply timely for Medical Assistance benefits. In the event Resident applies for Medical Assistance benefits, Responsible Person shall pay the Patient Pay Amount monthly to Facility. Responsible Party, at the request of Facility and to the extent permitted by law, shall immediately sign over and/or designate the Facility as the representative/designated payee for any income available to Resident in an amount not to exceed the Patient Pay Amount as determined by DHS. Responsible party should take whatever action as may be necessary to insure that such payments are made directly to Facility. Patient Pay Amount is determined by DHS and described in Subsection 5.3(b) below. If Resident is determined to be ineligible for Medical Assistance because

Responsible Person fails to provide or submit necessary documents or fails to appeal timely so that Facility is unable to obtain Medical Assistance reimbursement, then Facility may terminate this Agreement for non-payment of stay and Responsible Person shall be personally liable for any losses sustained by Facility as a result of such failure. Responsible Person shall be responsible personally for compliance with all other terms of this Agreement.

4.2 Potential Liability. The Responsible Person's duties, obligations and responsibilities are set forth in this section of the Agreement. By signing this Agreement, Responsible Person acknowledges he/she has read this Agreement, understands the terms herein, and that he/she shall be bound by all terms set forth in this Agreement. This Agreement shall not be construed or operate as a third party guaranty. Responsible Person is only responsible to pay for the costs and charges incurred by Resident under this Agreement from Resident's income and resources. In the event Responsible Person misuses or misappropriates Resident's financial resources, then Responsible Person shall be personally liable for the amount of financial resources misused or misappropriated. Responsible Person is responsible to comply with the other duties and obligations set forth in this Agreement.

5. MEDICARE/MEDICAID PROGRAMS.

5.1 Participation in Programs. The Facility currently participates in the Pennsylvania Medical Assistance program ("Medicaid") and the federal Medicare program. The Facility reserves the right to withdraw from the Medicaid or Medicare programs at any time in accordance with law.

5.2 Actions of Medicaid and Medicare Agencies. DHS is responsible for administering benefits under the Medicaid program. The Centers for Medicare and Medicaid Services ("CMS"), of the United States Department of Health and Human Services, is responsible for administering the Medicare program through an intermediary. Resident acknowledges that the Facility is not responsible for and has made no representations regarding, the actions or decisions of DHS, CMS or the Medicare intermediary in administering the programs.

5.3 Medicaid Benefits.

(a) Obligations of Resident. Resident is obligated to make full and complete disclosure regarding all financial resources and income during the application process. Failure to identify all resources and income, or the submission of false information, may result in the termination of this Agreement. Resident is obligated to notify the Facility when Resident's resources available to satisfy Resident's financial obligations under this Agreement have been reduced to Forty-Five Thousand Dollars (\$45,000). Resident is obligated to apply for Medicaid benefits at such time as Resident's resources will no longer be sufficient to pay all Facility charges for Resident's care and stay or when directed to do so by the Facility. In the event Resident applies for Medicaid benefits, Resident shall continue to pay and apply all of Resident's available resources toward the fulfillment of Resident's financial obligations under this Agreement while the Medicaid application is pending an eligibility determination by DHS.

(b) Patient Pay Amount. For residents approved for Medicaid benefits, the Facility will accept payment from the Commonwealth of Pennsylvania and, if applicable, the Resident's

Patient Pay Amount as determined by DHS as payment in full only for those services covered by the Medicaid program. Resident remains obligated to pay such Patient Pay Amount, less any qualified medical expense deductions, on a monthly basis. Services not covered by Medicaid are identified in the Rate Schedule and Resident remains obligated to pay for such services. In the event Resident applies for Medical Assistance benefits, Resident or Responsible Person, to the extent permitted by law, shall arrange for assignment to the Facility of any payment on behalf of Resident in an amount equivalent to the Patient Pay Amount as determined by DHS.

(c) Determination of Eligibility. Resident and Responsible Person are obligated to cooperate fully in any Medicaid eligibility determination or redetermination process. In the event that Resident's eligibility for Medicaid benefits is denied, interrupted or terminated due to the failure of Resident or Responsible Person to cooperate in the Medical Assistance application, redetermination or appeal process, the Resident and Responsible Person shall be liable for the applicable per diem rate plus charges for ancillary services and supplies during any non-payment, and the Facility may terminate this Agreement.

(d) Authorization to Apply for and/or Appeal (Medicaid). In the event of Resident's incapacity and in situations where Resident's resources are depleted or appear to be depleted to the extent that Resident can no longer pay privately for nursing care, and it appears that Resident has become or will become eligible for Medicaid benefits to cover the cost of Resident's continued stay in the Facility; and if there is no other legal representative of Resident known to the Facility or other friend or relative known to the Facility who is authorized and/or is available or willing to act on Resident's behalf, after the Facility has made a good faith effort to identify such persons; then Resident hereby authorizes the Facility to request, file and/or apply for Medicaid benefits on behalf of Resident for the limited purpose of assisting Resident to secure payment through the Medical Assistance program for Resident's continued stay in the Facility. In the event the application for Medicaid benefits filed on behalf of the Resident is denied, or in the event Medicaid benefits are granted and subsequently discontinued, Resident hereby authorizes the Facility to file on Resident's behalf an appeal of any such denial of Medicaid eligibility or discontinuance of Medicaid benefits, and to take such actions to secure Resident's Medicaid benefits as the Facility deems reasonably necessary or appropriate and consistent with law. Resident warrants and represents that the financial information disclosed in the Financial Disclosure Statement is true and accurate and may be relied on by the Facility in pursuing Medicaid benefits on behalf of Resident.

5.4 Medicare Part A and Part B Benefits. To the extent that Resident is a beneficiary under either Medicare Part A or Medicare Part B insurance and the nursing services or ancillary services or supplies ordered by a physician are covered by such insurance, Facility or other provider will bill the charges for the covered services or supplies to the Medicare program. The Resident is responsible for and shall pay any co-insurance or deductible amounts under Medicare Part A or Part B insurance. The Facility shall accept payment from the Medicare intermediary as payment in full only for those services deemed to be covered in full under the Medicare Part A or the Medicare Part B program. Services not covered by Medicare are identified in the Rate Schedule.

5.5 Non-Covered Services. Resident is and remains obligated to pay Facility for services and supplies not covered by the Medicaid or the Medicare programs.

6. MANAGED CARE ORGANIZATIONS.

6.1 Participation in Managed Care Organizations. The Facility is an authorized provider of skilled nursing services to members of certain managed care organizations (MCOs), including those which provide benefits under the Medicare Part C program. The MCOs for whom the Facility is an authorized provider are listed on Appendix 2.

6.2 Enrollment in a Managed Care Organization. Resident or Responsible Person shall notify the Facility in writing prior to enrolling with a MCO or switching Resident's MCO enrollment.

6.3 Actions of Managed Care Organization. Resident acknowledges that an MCO for whom the Facility is not an authorized provider may not approve payment for services provided by the Facility. Resident acknowledges that the Facility is not responsible for and has made no representations regarding the actions or decisions of any MCO for whom the Facility is an authorized provider, including decisions relating to a denial of coverage.

6.4 Obligations of Resident. The Facility will accept payment from the MCO as payment in full only for those services and supplies covered by the MCO. Resident is responsible for any co-payments, deductibles or other charges assigned to Resident under the specific terms of the managed care plan. Resident also shall pay for any services or supplies not covered by the MCO under the specific terms of the managed care plan. Co-payments and other costs assigned to Resident and charges for services or supplies not covered by the specific terms of the managed care plan are identified in the Rate Schedule. Resident is also responsible for and shall pay any co-insurance or deductible amounts under Medicare Part C insurance. Managed care plans typically require pre-authorization of services by the MCO. If Resident chooses to have services which the MCO refuses to pre-authorize, Resident shall pay the Facility for those services. Resident shall pay the Facility in a timely manner for all non-covered services retroactive to the date of the initial delivery of services.

6.5 Withdrawal from Participation in the MCO. The Facility reserves the right to terminate its contractual relationship and its status as a network or authorized provider with one or more of the listed MCOs at any time in accordance with law and the terms of the applicable agreement. In the event that the Facility terminates its contractual relationship with the MCO in which Resident is enrolled, Resident may convert his or her coverage to a health plan for which the Facility is an authorized provider or transfer to a facility that is an authorized provider for Resident's MCO. The Facility shall provide thirty (30) days advance notice of its decision to withdraw as a participating provider from Resident's MCO so Resident and the MCO can coordinate a transfer to another facility.

6.6 Notice of Change in Insurance Coverage. Resident and/or Responsible Person shall notify the Facility immediately of any change in Resident's insurance status or coverage made by the insurance carrier including, but not limited to, being dropped by the insurance carrier for any reason, or a decrease or increase in insurance benefits. Resident and/or Responsible Person shall give the Facility notice before Resident is unable to meet Resident's insurance premium or before Resident implements an increase, decrease or termination from insurance coverage.

7. DURABLE FINANCIAL AND HEALTH CARE POWERS-OF-ATTORNEY.

Resident is strongly encouraged to furnish to the Facility, no later than the date of admission, a durable financial Power-of-Attorney executed by Resident as Principal designating someone other than the Facility or a representative or affiliate of the Facility as Agent, for the limited purpose of financial decisions and payment of services. The Facility encourages, but does not require, Resident to provide the Facility with a durable health care Power-of-Attorney executed by Resident as Principal designating someone other than the Facility or a representative or affiliate of the Facility as Agent, for the purpose of making health care treatment decisions. In the event Resident fails to designate an Agent under a Power-of-Attorney, Resident 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 the Facility.

8. THIRD-PARTY PAYMENTS.

8.1 Eligibility for Third-Party Payments. Resident may be or may become eligible to receive financial assistance, reimbursement, or other benefits from third parties, such as private insurance, employee benefit plans, Medical Assistance under the Pennsylvania Medical Assistance Program, Medicare benefits, managed care coverage, supplementary medical or other health insurance, supplemental security income insurance, or old-age survivors' or disability insurance. It is the responsibility of the Resident and/or Responsible Person to apply for these benefits. If Resident is or becomes eligible to receive payments from any third parties for Resident's stay and care, the Facility reserves the right to collect such payments directly from the third-party source. The Resident and Responsible Person shall at all times cooperate fully with the Facility and each third-party payor to secure payment. Cooperation includes providing information; signing and delivering documents; and assigning to the Facility (to the extent permitted by law) any payments to the Resident from any federal or state governmental assistance programs, reimbursement or benefits to the extent of all amounts due the Facility.

8.2 Assignment of Payments. Resident irrevocably authorizes the Facility to make claims and to take other actions to secure for the Facility receipt of third-party payments to reimburse the Facility for its charges for the stay and care of Resident. To the fullest extent permitted by law, as security for payment of the Facility's charges, Resident hereby assigns to the Facility all of Resident's rights to any third-party payments now or subsequently payable to the extent of all charges due under this Agreement. Resident or Responsible Person promptly shall endorse and turn over to the Facility any payments received from third parties to the extent necessary to satisfy the charges under this Agreement. Resident or Responsible Person shall sign any necessary documents to forward third-party payments directly from the payor to the Facility.

8.3 Insurance. Except if Resident is a beneficiary under the Medicare or Medicaid programs, Resident is responsible to bill Resident's insurance carrier for services rendered to Resident by the Facility. The Facility is not obligated to bill Resident's insurance carrier on Resident's behalf. Resident is required to pay the Facility directly and timely for services rendered. In the event of an initial or subsequent denial of coverage by the Resident's insurance carrier, Resident shall pay the Facility timely for all non-covered services retroactive to the date of the initial delivery of services,

so long as such payment obligation is consistent with the regulations governing the Facility's participation in the Medicare and Medicaid Programs.

9. PERSONAL FINANCES.

9.1 Personal Funds Management. Resident is responsible to provide his or her personal funds, and Resident has the right to manage his or her personal funds. Resident may authorize the Facility, in writing on a document provided by the Facility, to hold Resident's personal funds, and may revoke at any time the Facility's authorization by providing the Facility with a written notice signed and dated by Resident or Responsible Person. If Resident authorizes the Facility to hold Resident's personal funds, the Facility shall hold, safeguard and account for Resident's personal funds in accordance with the provisions established in the Resident Handbook.

9.2 Refunds of Personal Funds. Any personal funds or valuables of Resident held by the Facility will be refunded, subject to deductions for payment of any outstanding bills or other amounts due the Facility, within thirty (30) days after Resident's eviction, discharge or death. In the event of Resident's death, such refund will be made to the duly authorized representative of Resident's estate or to such entities or person entitled to the refund under current law.

9.3 Refunds of Prepayments or Overpayments. Any prepayments or overpayments made by Resident and held by the Facility will be refunded, subject to deductions for payment of any outstanding bills or other amounts due the Facility, within thirty (30) days after Resident's discharge or death. In the event of Resident's death, such refund will be made to the duly authorized representative of Resident's estate or such other entities or persons entitled to the refund under current law. No interest shall accrue on any funds required to be refunded under this Agreement.

10. CHANGES IN ROOM ASSIGNMENTS.

The Facility reserves the right and discretion to move Resident to another room or bed within the Facility consistent with the safety, level of care and welfare needs of Resident, the operational needs of the Facility and the provisions of Subsection 11.6 of this Agreement. The Facility reserves the right and discretion to move Resident's roommate, if any, at any time consistent with the operational needs of the Facility.

11. TERMINATION, TRANSFER OR DISCHARGE.

11.1 Resident Initiated. Resident may terminate this Agreement upon thirty (30) days written notice to the Facility. If Resident leaves the Facility for any reason other than a medical emergency, death or termination of a short-term stay (i.e. less than sixty (60) days), Resident must give written notice to the Facility at least thirty (30) days in advance of transfer, discharge or termination of this Agreement. If advance written notice is not given to Facility, there will be due to Facility the applicable per diem rate and other charges then in effect for Resident's stay and care for the required thirty (30) day notice period. The charge applies whether or not the Resident remains at the Facility during the thirty (30) day notice period. The charge specified in this Subsection does not apply to a resident whose payor source is Medicare Part A or Medicaid.

11.2 Facility Initiated. The Facility may terminate this Agreement and Resident's stay and transfer or discharge Resident if:

- (a) the transfer or discharge is necessary to meet Resident's welfare and Resident's needs cannot be met in the Facility;
- (b) Resident's health has improved sufficiently so that Resident no longer needs the nursing services provided by the Facility;
- (c) the safety of individuals in the Facility is endangered due to the clinical or behavioral status of the Resident;
- (d) the health of the individuals in the Facility would otherwise be endangered;
- (e) Resident has failed, after reasonable and appropriate notice, to pay for (or to have paid or treated as paid under the Medicare or Medicaid Programs) charges for Resident's care and stay at the Facility; or
- (f) the Facility ceases to operate.

11.3 Notice and Waiver of Notice. Except as provided in Section 11.4 of this Agreement, the Facility will notify Resident and Responsible Person (or if none, a family member or legal representative of the Resident, if known to the Facility) at least thirty (30) days in advance of transfer or discharge. In situations, however, where appropriate plans that are acceptable to the Resident can be implemented earlier, or in cases of emergencies, including those situations described in subparagraphs (a), (c), and (d) above, or if the Resident has not resided at the Facility for at least thirty (30) days, then only such notice as is reasonable under the circumstances shall be provided.

11.4 Facility Closure. In the event of an impending closure, the Administrator of the Facility, at least sixty (60) days prior to the date of closure, shall provide written notification of such closure to the State Survey Agency, the State Long Term Care Ombudsman, the Resident and, if applicable, the Resident's legal representative or other responsible parties. If the Secretary or the State terminates the Facility's participation in the Medicare and/or Medicaid Programs, then in that event, Facility shall provide written notice regarding the closure of the facility no later than the date that the Secretary deems appropriate.

11.5 Withdrawal Against Advice. In the event Resident withdraws from the Facility against the advice of his/her attending physician and/or without approval of the Facility, all of the Facility's responsibilities for the care of Resident are terminated.

11.6 Consent to Move From Wagner Transitional Care Neighborhood or Asper Special Care Neighborhood. In the event that Resident is admitted to the Wagner Transitional Care Neighborhood or Asper Special Care Neighborhood, Resident agrees to move to another room in the event that Resident no longer needs the services furnished in the Wagner Transitional Care Neighborhood or Asper Special Care Neighborhood, or to facilitate the ability of Facility to deliver

nursing services more efficiently, or in order to accommodate the needs of other individuals for access to the services furnished in the Wagner Transitional Care Neighborhood or Asper Special Care Neighborhood.

12. READMISSION - BED HOLD POLICY.

12.1 Private Pay Residents. If Resident leaves the Facility for a period of hospitalization, therapeutic leave, or any other reason (other than Resident's death), and if Resident is not eligible for, or receiving, Medical Assistance benefits, Resident or Responsible Person may reserve a bed by electing, either verbally or in writing, to pay the applicable per diem rate in effect during the time period of Resident's temporary absence. If Resident or Responsible Person, either verbally or in writing, elects not to reserve a bed or Resident or Responsible Person fails to make a verbal or written election to reserve a bed within twenty-four (24) hours of Resident's departure from the Facility, then Resident's or Responsible Person's decision not to reserve a bed or his/her failure to make an election shall be construed as a request for discharge, and the Resident will be voluntarily discharged from the Facility effective the date of Resident's transfer. Readmission of Resident to the Facility shall be subject to bed availability.

12.2 Medical Assistance Residents. If Resident is eligible for, or is receiving Medical Assistance benefits, and Resident leaves the Facility for a period of hospitalization or therapeutic leave, Resident's bed will be reserved for the applicable maximum number of days paid for a reserved bed under the Pennsylvania Medical Assistance Program. The bed reservation period may be subject to change in accordance with any changes in the Pennsylvania Medical Assistance Program. If the period of hospitalization or therapeutic leave exceeds the maximum time for reservation of a bed under the Pennsylvania Medical Assistance Program, Resident will be entitled to the first available accommodation suitable for Resident's level of care if, at the time of readmission, Resident requires the services provided by the Facility. Alternatively, following the lapse of the bed reservation period covered by the Medical Assistance Program, Resident may reserve a bed by electing to pay the Medical Assistance per diem rate charged immediately prior to the leave, and by providing written notice and advance payment for the days included in the reservation period.

12.3 Medicare Residents. In the event that a Resident eligible for Medicare Part A benefits is transferred to or readmitted to a hospital, Medicare Part A eligibility will be terminated on the day the Resident is admitted to the hospital. Resident or Responsible Person may reserve a bed by electing, either verbally or in writing, to pay the applicable per diem rate in effect during the time period of Resident's temporary absence. If Resident or Responsible Person, either verbally or in writing, elects not to reserve a bed or Resident or Responsible Person fails to make a verbal or written election to reserve a bed within twenty-four (24) hours of Resident's departure from the Facility, then Resident's or Responsible Person's decision not to reserve a bed or his/her failure to make an election shall be construed as a request for discharge, and the Resident will be voluntarily discharged from the Facility effective the date of Resident's transfer. Readmission of Resident to the Facility shall be subject to bed availability.

13. FACILITY RULES, REGULATIONS, POLICIES AND PROCEDURES.

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 Facility's Resident Handbook or other documents or publications made available by the Facility. The Facility reserves the right to amend or change its rules, regulations, policies and procedures. The Facility's rules, regulations, policies and procedures shall not be construed as imposing contractual obligations on the Facility or granting any contractual rights to Resident, and are subject to change from time-to-time.

14. PERSONAL AND OTHER PROPERTY.

14.1 Responsibility for Maintenance and Loss. Resident is responsible for furnishing and maintaining his or her own clothing and other items of property as needed or desired. Resident is encouraged to and may obtain at his or her own expense, casualty insurance to cover potential damage to or loss of any of Resident's 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 Resident's death, the Facility shall contact Resident's authorized representative within twenty-four (24) hours to arrange for an inventory of Resident's personal property. The 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 the Facility. After completing an inventory, the Facility, in its sole discretion, may move and place Resident's personal property into storage at the Facility's expense. If property held in storage is not claimed within thirty (30) days, the Facility shall send a notice to the authorized representative via certified mail that if items in storage are not removed within fourteen (14) days of receipt of the letter, then the Facility may dispose of Resident's property.

14.3 Disposition and Storage Upon Resident's Transfer or Discharge. If Resident's personal property is not claimed or removed within twenty-four (24) hours of Resident's permanent transfer or discharge, the Facility shall move and place Resident's personal property in storage until claimed. If Resident's personal property remains unclaimed for thirty (30) days after permanent transfer or discharge, Resident shall be obligated to pay a storage fee as assessed by the Facility. After a thirty (30) day period in storage, the Facility may dispose of Resident's property. The Facility is not responsible for any damages incurred to Resident's property if storage becomes necessary. 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 Damage to Room or Facility Property. 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 the actual charge or cost to Facility for such repair or replacement.

15. RESIDENT RECORDS.

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 MCO 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. TREATMENT AUTHORIZATION.

Resident authorizes the Facility to provide care and treatment consistent with the terms of this Agreement. Resident also authorizes the Facility to obtain all necessary clinical and/or financial information from the hospital or nursing facility from which Resident may be transferring.

17. DEATH OF RESIDENT.

In the event of Resident's death, the Facility shall notify the person(s) designated by Resident. The Facility is authorized to arrange for the transfer of Resident's body to the designated funeral home. Resident's estate is responsible for the payment of all costs associated with the transfer and funeral expenses. Resident shall notify the Facility of any changes of the person(s) or funeral home to be notified in the event of death.

18. CAPACITY OF RESIDENT AND GUARDIANSHIP.

If Resident is, or becomes, unable to understand or communicate, and is determined by Resident's Physician or the Facility's Medical Director after admission to be incapacitated, the Facility shall have the right, 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, 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.

19. FACILITY'S GRIEVANCE PROCEDURE.

19.1 Reporting Complaints. If Resident, Responsible Person, or Resident's Attorney-in-Fact 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, Resident or Responsible Person may file a complaint with

the Facility's Grievance Officer. Resident, Responsible Person, or Resident's Attorney-in-Fact must notify the Grievance Officer of any such complaints, and the Facility shall respond to such complaints within a reasonable time period. This provision is not intended to preclude Resident, Responsible Person, or Resident's Attorney-in-Fact from filing a complaint with any appropriate governmental regulatory agency at any time. The contact information for the Grievance Officer is as follows:

Crystal Stair, NHA
100 Mt. Allen Drive
Mechanicsburg, PA 17055
cstair@messiahlifeways.org
717-790-8229

19.2 Facility's Obligations. The Grievance Officer will review and investigate the complaint and provide a response to Resident/Resident's Attorney-in-Fact or Responsible Person.

19.3 Voluntary Mediation. 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 the Facility, which shall be at the Facility or at a site within a reasonable distance of the Facility. If the parties are unable to resolve their dispute through mediation, then the dispute can 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 must proceed directly to arbitration. The costs of the mediation shall be borne equally by each party, and each party shall be responsible for their own legal fees.

19.4 Mandatory, Binding Arbitration. 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.

(a) Contractual and/or Property Damage Disputes. Unless resolved or 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 non-payment of stay or failure of Responsible Person to fulfill their obligations under this 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 resolved 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 any rights it may have to a jury trial or to bring claims in a court against the Resident. Subject to Section 19.4(f) of this Agreement, 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/or Responsible Person acknowledge(s) and understand(s) that there will be no jury trial on any claim or dispute submitted to arbitration, and Resident and/or Responsible Person relinquish and give up their rights to a jury trial on any matter submitted to arbitration under this Agreement.

(b) Personal Injury or Medical Malpractice. Unless resolved or settled 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 resolved 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 Section 19.4(f) of this Agreement, 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/or Responsible Person acknowledge(s) and understand(s) that there will be no jury trial on any claim or dispute submitted to arbitration, and Resident and/or Responsible Person 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) Exclusion From Arbitration. 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 is 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. This arbitration provision shall not impair the rights of Resident to appeal any transfer and/or discharge action initiated by the Facility to the appropriate administrative agency, and after the exhaustion of such administrative appeals, to appeal to the court exercising appellate jurisdiction over the administrative agency.

(d) Right to Legal Counsel. Resident has the right to be represented by legal counsel, at his/her own cost, 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) **Location of Arbitration.** 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) **Time Limitation for Arbitration.** 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 or before the expiration of the applicable statute of limitations for the dispute, whichever is earlier. Determination of the lapse of two (2) years from the date on which the event giving rise to the dispute occurred and determination of the applicable statute of limitations shall be made by the arbitrator as part of the arbitration process. In the event ADR Options, Inc., is unable or unwilling to serve, then the request for Arbitration must be submitted to the Facility within thirty (30) days of receipt of notice of ADR Options, Inc.'s, unwillingness or inability to serve as a neutral arbitrator. The 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 the Facility, within the designated time (i.e., two (2) years or the applicable statute of limitations, whichever is earlier) 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) **Allocation of Costs for Arbitration.** The costs of the arbitration shall be borne equally by each party, and each party shall be responsible for their own legal fees. If Resident is or becomes eligible for Medicaid, then the Facility shall pay the costs of the arbitration, but Resident shall remain responsible to pay any legal fees incurred by Resident.

(h) **Limited Resident Right to Rescind this Mandatory Arbitration Clause (Sections 19.4 (a-m)) of this Agreement.** 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 thirty (30) days of the execution of this Agreement. The notice may also be hand-delivered to the Administrator within the same thirty (30) day period. The filing of a claim in a court of law within the thirty (30) days provided for above will automatically rescind the arbitration clause without any further action by Resident or Resident's authorized representative.

(i) **Not a Condition of Admission or Continued Stay.** Mandatory

arbitration is not required as a condition of admission or continued stay in the Facility.

(j) **Confidentiality**. 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. Nothing in this provision is intended to prohibit or discourage the Resident or anyone else from communicating with or filing any complaints about the Facility with any federal, state, or local officials, including but not limited to, federal and state surveyors, other federal or state health department employees, and representatives of the Office of the State Long-Term Care Ombudsman.

(k) **Acknowledgment**. Resident and Responsible Person acknowledge that they have read and understand the terms of this arbitration clause, that the terms have been explained to them by a representative of the Facility, and that they have had an opportunity to ask questions about this clause.

(l) **Severability of Arbitration Clause (Sections 19.4 (a-m)) of this Agreement**. 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.

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

20. NOTICE.

Wherever written notice is required to be given to the 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

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

21. INDEMNIFICATION.

Resident shall indemnify and hold the Facility harmless from, and is responsible to pay for any damages or injuries to other persons and residents or to the property of other persons or residents caused by the acts or omissions of Resident, to the fullest extent permitted by law. 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.

22. MISCELLANEOUS PROVISIONS.

22.1 Governing Law. 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.

22.2 Severability. 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.

22.3 Captions. The captions used in connection with the sections and subsections of this Agreement are inserted only for the purpose of reference. Such captions shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement, nor shall such captions be given any legal effect.

22.4 Entire Agreement. This Agreement, the Financial Disclosure Statement, and the Agreement to Resolve Disputes by Voluntary Mediation and/or Mandatory Binding Arbitration represent the entire Agreement and understanding between the parties and supersedes, merges and replaces all prior negotiations, offers, warranties and previous representations, understandings or agreements, oral or written, between the parties.

22.5 Modifications. The Facility reserves the right to modify unilaterally the terms of this Agreement to conform to subsequent changes in law, regulation or operations. To the extent reasonably possible, the Facility will give Resident and Resident's Responsible Person thirty (30) days advance written notice of any such modifications.

22.6 Waiver of Provisions. The 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 the Facility unless such waiver is in writing by the Facility. Any waiver by the Facility shall not be deemed a waiver of any other term, provision or obligation of this Agreement, and the other obligations of Resident and this Agreement shall remain in full force and effect.

23. ACKNOWLEDGMENTS.

23.1 Rate Schedule. Resident and Responsible Person acknowledge the receipt of a copy of the Rate Schedule and the opportunity to ask questions about the Facility's charges.

23.2 Resident Rights. Resident and Responsible Person acknowledge being informed orally and in writing of Resident's Rights, and further acknowledge having an opportunity to ask questions about those rights. The Notice of Rights of Nursing Facility Residents (MA-401) is subject

to change from time-to-time and shall not be construed as imposing any contractual obligations on the Facility or granting any contractual rights to Resident.

23.3 Advance Directives. Resident and Responsible Person acknowledge being informed, orally and in writing, of the Facility's policy on advance directives and medical treatment decisions.

23.4 Agreement. Resident and Responsible Person acknowledge that they have read and understand the terms of this Agreement, that the terms have been explained to them by a representative of the Facility, and that they have had an opportunity to ask questions about this Agreement.

23.5 Resident Handbook. Resident and Responsible Person acknowledge the receipt of a copy of the Resident Handbook and the opportunity to ask questions about the Facility's policies contained in the Resident Handbook. The Resident Handbook is subject to change from time-to-time and shall not be construed as imposing any contractual obligations on the Facility or granting any contractual rights to Resident.

23.6 Nondiscrimination Notice. Resident and Responsible Person acknowledge the receipt of a copy of the Facility's Nondiscrimination Notice and Taglines, as required under Section 1557 of the Affordable Care Act, which are attached to this Agreement as "Appendix 3" and incorporated by reference.

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Nursing Care

Schedule of Rates Effective July 1, 2017
(Amended August 25, 2017)

Daily Rates

Wagner Transitional Care Semi-Private	\$405
Wagner Transitional Care Private	\$441
Long-Term Nursing Care Semi-Private	\$365
Long-Term Nursing Care Private	\$402
Special (Memory Support) Care: Semi-Private	\$384
Special (Memory Support) Care: Quad	\$373
Special (Memory Support) Care: Private	\$420

There is a nonrefundable reservation fee of **\$500** for admission to Nursing Care for residents not receiving payment from Medicare or Medical Assistance Programs.

Additional Services/Supplies

Air Flow Mattress	\$5.00/day rental
Wander Management	\$55.00/month
Incontinence Supplies & Briefs Size A/B	\$9.00/pack
Incontinence Supplies & Briefs Bariatric	\$16.00/pack
Incontinence Supplies & Pull-Ups	\$11.00/pack
Private Duty 1:1 Care	\$30.00/hour (not a Medicare-covered service)
Wound Treatment	
Level 1	\$12.00/treatment
Level 2	\$22.00/treatment
Level 3	\$46.00/treatment
Wound Vac & Supplies	Prevailing Rates Apply
Hipsters	\$40.00/pair
Other Medical Supplies/Equipment	Prevailing Rates Apply
Newspaper Charges	Sunday - \$10.00/month Weekly - \$6.00/month (subject to change if vendor rates change)

Greenwood & Engle Services

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

Nursing Care

Page 2

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 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
- Chiropractor
- Dentist
- Hospice
- Infusion Therapy
- Insurance Counselor
- Optician
- Optometrist
- Pharmacist
- Physician
- Podiatrist
- Psychiatrist

For more information, call 717.790.8232 or 717.697.4666.

Salon Services	Messiah Village Resident	Volunteer	Community Member
Shampoo Only	\$12.00	\$13.00	\$14.00
Shampoo/Blow Dry	\$17.00	\$18.00	\$20.00
Shampoo/Cut	\$17.00	\$18.00	\$20.00
Shampoo/Style	\$22.00	\$23.00	\$25.00
Shampoo/Cut/Style	\$27.00	\$28.00	\$31.00
Style Only	\$17.00	\$18.00	\$20.00
Cut Only	\$17.00	\$18.00	\$20.00
Re-comb	\$8.00	\$8.50	\$9.00
Color/Blow dry	\$47.00	\$49.00	\$54.00
Color/Style	\$52.00	\$54.00	\$60.00
Color/Cut/Style	\$57.00	\$59.00	\$66.00
Partial Highlight/Blow dry	\$47.00	\$49.00	\$54.00
Partial Highlight/Cut	\$52.00	\$54.00	\$60.00
Partial Highlight/Style	\$52.00	\$54.00	\$60.00
Partial Highlight /Cut/Style	\$57.00	\$60.00	\$66.00
Full Highlight/Cut	\$76.00	\$78.00	\$87.00
Full Highlight /Style	\$76.00	\$78.00	\$87.00
Full Highlight /Cut/Style	\$81.00	\$84.00	\$93.00
Partial Highlights with Color Add	\$25.00	\$26.00	\$29.00
Full Highlights with Color Add	\$40.00	\$45.00	\$46.00
Perm/Cut/Style	\$57.00	\$60.00	\$66.00
Malibu Treatment	\$15.00	\$16.00	\$17.00
Spa Services	Messiah Village Resident	Volunteer	Community Member
Manicure (regular polish)	\$17.00	\$18.00	\$20.00
Men's Manicure	\$17.00	\$18.00	\$20.00
Spa Manicure (regular polish) *	\$27.00	\$28.00	\$31.00
Manicure (gel polish)	\$22.00	\$23.00	\$25.00
Spa Manicure (gel polish) *	\$32.00	\$33.00	\$37.00
Finger Nail Trim	\$7.00	\$7.50	\$8.00
Polish change	\$11.00	\$12.00	\$13.00
Pedicure *	\$35.00	\$37.00	\$41.00
Men's Pedicure*	\$35.00	\$37.00	\$41.00
Spa Pedicure *	\$45.00	\$47.00	\$52.00
Toe Nail Trim *	\$15.00	\$16.00	\$18.00
Brow Wax	\$9.00	\$9.50	\$10.00
Lip or Chin Wax	\$7.00	\$7.50	\$8.00
Massage -- 30-minute *	\$40.00	\$42.00	\$46.00
Massage -- 50-minute *	\$65.00	\$68.00	\$75.00
Massage -- 90-minute *	\$90.00	\$94.00	\$104.00
Spa Facial -- 50-minute *	\$65.00	\$68.00	\$75.00
Body Scrub*	\$80.00	\$83.00	\$92.00
Wrap Treatment *	\$80.00	\$83.00	\$92.00
Men's Neck Shave*(By appointment)	\$3.00	\$3.50	\$4.00

* Only available at Cerise Day Spa.

Salon at Compass Pointe 717.790.8211

Village Commons Salon 717.790.8217

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 (Aquatic/Land class only) 10 classes or pool visit per punch card One class or pool session equals 1 punch	\$40	All Classes and use of pool Included Punch card is good for 1 year
Additional Options (To be purchased in addition to one of the memberships above)		
Unlimited Aquatic/Land Fitness Classes	\$15/month (Not available for single purchase)	Unlimited attendance to all Aquatic/Land Fitness classes. Must have a Monthly or 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.

Personal Training Session	Fee	5 Sessions	10 Sessions
30 minutes	\$30	\$135	\$250
45 minutes	\$45	\$210	\$400
60 minutes	\$60	\$285	\$550

Packages are available per session. For more information, call Messiah Lifeways Wellness at 717.591.7222.

Health Insurance Membership Program

Messiah Lifeways Wellness participates in the following programs.

- SilverSneakers
- Prime
- Fitness Your Way
- Silver & Fit

Pathways Institute for Lifelong Learning[®]

	Per Term	Per Course
Messiah Village Resident	\$75	\$25
BIC Member	\$75	
Community Member	\$100	

For more information, call 717.591.7213.

Appendix 2

MCO Authorized Provider List

Aetna Health Plan

AmeriHealth Caritas (formerly AmeriHealth Mercy)

Capital Advantage Assurance Company (CAAC) CBC

Capital Advantage Insurance Company (CAIC) CBC

Capital Blue Cross

First Health Network (HealthAmerica TPA)

Health America/Health Assurance (including Advantra Freedom)

Highmark Blue Shield

Highmark Medicare Advantage

Humana ChoiceCare (Commercial)

Humana Medicare Advantage

Freedom Blue

Keystone Health Plan

Secure Choice CBC

Senior Blue CBC

Tricare for Life

Appendix 3

Notice Informing Individuals About Nondiscrimination and Accessibility Requirements Nondiscrimination Statement: Discrimination is Against the Law

Messiah Home d/b/a Messiah Lifeways at Messiah Village (“Messiah Village”) complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, religion, national origin, ancestry, age, disability, or sex. Messiah Village does not exclude people or treat them differently because of race, color, religion, national origin, ancestry, age, disability, or sex.

Messiah Village:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
 - Qualified sign language interpreters
 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
 - Qualified interpreters
 - Information written in other languages

If you need these services, contact Karl Brummer, Civil Rights Coordinator.

If you believe that Messiah Village has failed to provide these services or discriminated in another way on the basis of race, color, religion, national origin, ancestry, age, disability, or sex, you can file a grievance with: Karl Brummer - Civil Rights Coordinator, 100 Mt. Allen Drive, Mechanicsburg, PA 17055, Phone: 717-796-8141, Fax: 717-790-8200, Email: kbrummer@messiahlifeways.org. You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, Karl Brummer – Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019, 800-537-7697 (TDD)

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

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-717-796-8141

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-717-796-8141

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-717-796-8141

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-717-796-8141

Wann du [Deutsch (Pennsylvania German / Dutch)] schwetzsch, kannsch du mitaus Koschte ebber gricke, ass dihr helft mit die englisch Schprooch. Ruf selli Nummer uff: Call 1-717-796-8141

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-717-796-8141 번으로 전화해 주십시오.

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-717-796-8141

ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-717-796-8141

رفاوتت ةىوغلل ا ةدعاسم ا تامدخ نإف ،ةغلل ركذا شدحتت تنك اذا :ةظوحلم 1-717-796-8141 مقر)
مقرب لصتا .ن اجم اب كل

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-717-796-8141

યુ ના: જો તમેજરાતી બોલતા હો, તો િન:હુ ભાષા સહાય સેવાઓ તમારા માટઉપલબ્ધ છ. ફોન કરો
1-717-796-8141

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-717-796-8141

ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele 1-717-796-8141

ប្រយ័ត្ន: េបើសិនអ្នកនិយ ែខ រ, េសជំនួយផ្នែក េយមិនគិតលុយ
គឺចូរសំបុំេរ អក្ស ចូរ ូរស័ព 1-717-796-8141

ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-717-796-8141