

**GARVEY MANOR  
NURSING HOME ADMISSION AGREEMENT**

**THIS AGREEMENT**, by and between Garvey Manor (hereafter "Home"), and \_\_\_\_\_ (hereafter "Resident"), previously residing at (Street/Address) \_\_\_\_\_,

**AND** the Resident's legal representative and/or personal representative (hereafter Representative") \_\_\_\_\_ who has lawful access to Resident's income/financial resources available to pay for nursing care services provided to the Resident. The Representative's relationship with the Resident is that of \_\_\_\_\_.

If a Representative is named at the time this agreement is signed, or at any time thereafter, reference to the Resident in this agreement shall imply the Representative as applicable.

Resident and Representative affirm that the information provided in all admission documents, including the Application Agreement, are true and correct to the best of their knowledge, and acknowledge that the submission of any false information may result in the termination of this Agreement.

Garvey Manor staff will take whatever time is necessary to answer all of your questions. Please continue to ask questions until you are sure that you understand.

**PROVISION OF SERVICES**

**NURSING SERVICES:** The Home will provide the Resident with routine nursing services, accommodations, three meals each day (except as otherwise medically indicated), linen and routine laundry service, housekeeping services, activity programs and social services as established by the Home, as identified on the Rate Schedule attached to this Agreement and incorporated herein as if set forth in full. The Rate Schedule sets forth the list of supplies and services included in the Home's daily rates, those supplies and services which are not covered by the daily rates for which the Resident will be separately charged, and those supplies and services covered by the Medicare and/or Medicaid programs for enrolled Residents.

Federal and state laws and regulations change regularly, and frequently require changes related to the care and services nursing homes provide. Additionally, other financial factors may require the Home to make changes related to provision of its care and services. On this basis, the Rate Schedule may change, subject to legally required notice.

**ANCILLARY SERVICES AND SUPPLIES:** The Home will also provide ancillary services and supplies as set forth in the Rate Schedule, and private accommodations upon the direction of the Resident's physician or the Home's Medical Director based on medical necessity, or

when requested and paid for by the Resident, as available. The ancillary services and supplies are subject to change from time to time at the discretion of the Home. The Home assumes no obligation for funeral expenses or any other expenses associated with the Resident's expiration not otherwise specifically provided in this Agreement.

**OUTSIDE PROVIDERS AND NON-FACILITY SERVICES:** The Home makes available, from time to time, the services of outside providers and non-facility services. These services will be available under the Home's policies and procedures, and at the Resident's sole expense unless the charges for such services are covered by a third party payer. Should the Resident arrange for the services of outside providers, the providers must be properly licensed or registered under state and federal law, and must comply with all Home policies and procedures, including, but not limited to, providing the Home with documented proof of their legally required liability insurance coverage. At the Home's sole discretion, only providers deemed by the Home to fulfill all of the requirements set forth in federal and state law, as well as the Home's policies and procedures, may provide services to Residents.

The Resident recognizes and agrees that all outside providers, including those designated by the Home, are independent contractors. The Resident recognizes and agrees that such providers are not associates or agents of the Home, and that the Home is not liable for any outside provider's acts or omissions. The Resident shall be solely responsible for payment of all charges of any provider who renders care to the Resident in the Home, unless the charges are covered by a third party payer. Furthermore, the Resident agrees to confirm that any Resident initiated, approved outside provider (i.e. private duty nurse, etc.) has worker's compensation insurance coverage as required by law, as well as liability insurance. To the extent that the outside provider does not have the legally required worker's compensation insurance coverage, the Resident will provide such coverage.

### **CONSENT FOR TREATMENT**

**NURSING HOME SERVICES:** By signing this Agreement, the Resident consents to the Home providing routine nursing and other health care services as directed by the attending physician, or when the attending physician (or his/her alternate) is unavailable, the Home's Medical Director. The Home is not obligated to provide the Resident with any medications, treatments, special diets or equipment without specific orders or directions from the Resident's physician or the Home's Medical Director. From time to time the Home may participate in training programs for persons seeking licensure or certification as health care workers. In the course of this participation, care may be rendered to the Resident by such trainees under supervision as required by law. Consent to routine nursing care provided by the Home shall include consent for care by such trainees.

**PHYSICIAN SERVICES:** The Resident acknowledges that he or she is under the medical care of a personal attending physician, and that the Home provides services based on the general and specific instructions of that physician or his or her alternate, or when unavailable, the Home's Medical Director. The Resident has a right to select his or her own attending physician. If, however, the Resident does not select an attending physician, or is unable to select an attending physician, an attending physician may be designated by the Home or in accordance with state law. All attending physicians must meet and conform with all of the Home's policies and procedures, and are subject to the terms set forth in the Outside Providers and Non-facility Services section of this Agreement. Resident will be required to

change attending physician if the physician does not comply with the Home's policies and procedures. The Resident's attending physician, even if it is the Home's Medical Director, remains an independent practitioner.

### **RESIDENT'S PERSONAL PROPERTY**

The Home strongly discourages the keeping of valuables, such as jewelry, papers, large sums of money, or other items in the Home. However, the Resident shall be permitted to retain and use personal clothing and possessions as space permits, unless to do so would infringe upon the right of other residents, present a sanitation or safety hazard, or be determined medically inadvisable as documented by the Resident's physician in the Resident's medical record. The Home shall make reasonable efforts to properly handle and safeguard the Resident's personal property in the Home. The Resident agrees to inform the Home of all valuable property upon admission. If, at any time during the Resident's stay, new items of value are added to the Resident's possessions in the Home or items are removed, the Resident agrees to so inform the Home.

The Resident is encouraged to and may obtain at his or her own expense any insurance coverage necessary to cover potential damage to or loss of any of Resident's personal property. The Home shall be responsible for only such losses or damages as are attributable by the Home to the negligence or fault of the Home. Should the Resident lose his or her property, or believe that his or her property has been otherwise removed from his or her possession; the Resident agrees to follow the Home's procedure for filing reports of lost or stolen property, as provided in the Resident Handbook.

In the event that Resident is permanently transferred or discharged from the Home, or if the Resident expires, the Resident hereby authorizes the Home to transfer the Resident's personal property to the Resident's Representative, or to any duly authorized representative of Resident's estate. Upon the permanent transfer or discharge of Resident or upon the Resident's death, the Home shall contact the Resident's authorized representative within twenty-four (24) hours to arrange for an inventory of Resident's personal property. If the Resident's personal property is not claimed or removed within twenty-four (24) hours of the Resident's permanent transfer, discharge, or expiration, the Resident authorizes the Home to place his personal property into storage as outlined below:

Should the Resident's property fail to be claimed at the time of the Resident's permanent transfer, discharge or expiration, the Home, after completing an inventory, will place the Resident's property in storage for a period of 30 days at the Home's expense (excluding insurance). After 30 days, the Home will send a notice to the Resident's representative via certified mail informing the representative that if the items in storage are not removed within 14 days of receipt of the letter, the Home may dispose of the Resident's property.

### **RESIDENT'S RECORDS**

**CONFIDENTIALITY:** Information included in the Resident's medical records is confidential. Unauthorized persons shall not be allowed to review these records without the Resident's written consent, except as required or permitted by law. The Home will conform with requirements of the Health Insurance Portability and Accountability Act (HIPAA) regarding Protected Health Information.

### CONSENT TO RELEASE BY HOME

Resident consents to the release of Resident's personal and medical records prepared and maintained by the Home to Home's employees, agents and to other health care providers from whom the Resident receives services, to third-party payors of health care services, and to any MCO in which Resident may be enrolled; such release is for purposes of treatment, payment and operations. Release of records for other purposes requires special authorization from the Resident in accordance with applicable law. In certain situations, authorized agents of the state or federal government, including the Long Term Care Ombudsman, may obtain such records without the written consent or authorization of Resident for limited purposes. The retention, management and release of any resident records will be in accordance with established Home policy and applicable law.

### RESIDENT'S RESPONSIBILITIES

RULES AND REGULATIONS: The Resident agrees that the Home may, to maintain orderly and economical operations, adopt reasonable rules and regulations to govern the conduct and responsibilities of the Resident. The Resident agrees to follow those rules and regulations and hereby acknowledges that he or she has been given a written copy of such rules and regulations in the form of a Resident Handbook. It is understood that the Resident Handbook may be amended from time to time as the Home may require. Any changes to the rules and regulations shall be given to the Resident in writing. The Home's rules and regulations shall not be construed as imposing contractual obligations on the Home or granting any contractual rights to the Resident.

CARE OF HOME'S PROPERTY: To preserve the value of the Home's property for future residents' use, the Resident agrees to use due care to avoid damaging the Home's property and premises. The Resident shall be responsible for the costs of repair or replacement of the Home's property damaged or destroyed by the Resident. However, the Resident shall not be responsible for such damage as is to be expected from ordinary wear and tear.

INDEMNIFICATION: The Resident hereby agrees to indemnify and hold harmless the Home, its officers, directors, agents, and employees from and against any and all claims, demands or causes of action for injury or death to person or damage to property, including all costs and attorneys fees incurred in defending any claim, demand or cause of action which is caused by the Resident and which is not caused by any willful or negligent action of the Home. This indemnification includes, but is not limited to, all claims, demands or causes of action stemming from the acts or omissions of the Resident. If Resident is responsible for any actions or omissions that cause damage or injury to other persons, residents or the property of other persons or residents, then Resident shall be liable for such damage or injury to the fullest extent permitted by law.

### CAPACITY OF RESIDENT AND GUARDIANSHIP

If the Resident is or becomes unable to understand or communicate, and is determined to be incapable by the Resident's physician, and in the absence of the Resident's prior designation of an authorized Representative, or upon the unwillingness or inability of the Representative to act, and there is no other legal representative of Resident known to the Home or any other friend or relative known to the Home who is authorized and/or is promptly available or willing to act timely on behalf of the Resident, then the Resident authorizes the

Home to commence a legal proceeding to adjudicate the Resident incompetent. As a result of such a legal proceeding, the Home shall have a court appoint a legal guardian for the Resident. The cost of the legal proceedings, including attorneys' fees and costs, if not covered by the Commonwealth, shall be paid by the Resident or the Resident's estate.

## **FINANCIAL ASPECTS OF THE AGREEMENT**

**GENERAL.** Resident has the right to identify a Representative (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/or changes to the Admission Agreement. If a Resident elected to name a Representative, as noted on page one (1), the Resident's selected Representative shall sign this Agreement and the Representative Agreement in recognition of this designation with the intent to be legally bound by all provisions in this Agreement except as modified by the Representative Agreement. The Representative shall be obligated to fulfill the duties on behalf of the Resident imposed by this Agreement and the Representative Agreement in accordance with the law governing fiduciary duties. The Home may petition a court to appoint a Guardian and take other legal action if Home reasonably believes that the Resident's needs are not being properly met or the duties imposed by this Agreement or the Representative Agreement are not being fulfilled by the Representative. Resident, Resident's estate, or Representative shall pay the cost of such Guardianship proceedings, including attorneys' fees.

**OBLIGATIONS AND POTENTIAL LIABILITY.** The Representative's duties, obligations and responsibilities are set forth in the Representative Agreement, which is incorporated by reference herein in its entirety. By signing this Agreement, the Representative acknowledges he/she has read the Representative Agreement, understands the terms therein, and that he/she shall be bound by all terms set forth in the Representative Agreement.

## **FINANCIAL ARRANGEMENTS**

**The Home makes no guarantee of any kind that the Resident's care will be covered by Medicare, Medicaid, or any third party insurance or other reimbursement source.**

**PROVIDING FINANCIAL INFORMATION:** The Home's Admission Application requests the Resident's financial information such as monthly income, assets, and the disclosure of any asset transfers within the past five years. The Resident and/or Representative certifies that all pertinent information and transfers have been fully, accurately, and honestly disclosed on the Application. Failure to disclose complete and accurate information or the failure to provide additional information as requested or information about subsequent asset transfers may result in termination of this agreement, discharge of the Resident, and potential legal action.

**PRIVATE RESIDENTS:** A Resident is considered private (or private pay) when no state or federal program is paying for the Resident's room and board. A private-pay Resident may have private insurance or another third party which pays all or some of his or her charges.

- **Daily Rate.** The Resident agrees to pay the Home's private pay per diem rate as described in the Rate Schedule. The Home's private pay rate is determined by the type of room assigned (i.e., private or semi-private room). For this reason, the rate may change if the Resident moves to a different accommodation. Upon admission, the Resident agrees

to pay the Home in advance for the remaining number of days in the month of admission. For each additional month's stay, the Resident agrees to pay the Home within 10 days after receiving an invoice. Any unused advance payment shall be refunded to the Resident within thirty (30) days after the Resident's discharge or if the Resident becomes covered by Medicaid or Medicare, or leaves the home before the end of the month.

- **Rate Adjustments.** The Home may occasionally need to adjust the daily rate or optional service charges. The Resident shall receive sixty (60) days advance written notice of rate adjustments. The Home shall provide notice to the Resident. When a notice of a rate adjustment is received, the Resident can choose to end this Agreement. If the Resident fails to leave the Home prior to the effective date of the rate adjustment, the Resident shall be considered to have consented to the adjustment.
- **Private Insurance.** Even when there is private insurance coverage, the Resident remains primarily responsible for paying all of the Home's charges. Where the Resident's private insurer is a managed care plan with which the Home has a contract, the Home agrees to invoice the managed care plan directly for the Resident's care and services. However, all charges that are not covered by the managed care plan are the responsibility of the Resident. These non-covered charges include, but are not limited to, any coinsurance and/or deductible amounts which the managed care plan requires the Resident to pay, to the extent allowed under federal and state laws. Where the Resident's private insurer is not a managed care plan with which the Home has a contract, the Home will invoice the Resident, who is primarily responsible for payment of the invoice.

The Resident is responsible to notify the Home of any changes in insurance coverage. The Resident will be responsible for any charges that result when proper notice of non-coverage is not given or if the Resident fails to maintain private insurance coverage.

MEDICAID RESIDENTS: A Medicaid Resident is one who receives benefits from the state Medicaid program for all or a majority of his or her room and board charges. The services currently covered by Medicaid are set forth in the attached Rate Schedule, which is subject to change.

With respect to applying for and receiving Medical Assistance through the Medicaid Program, the Home may assist the Resident in the application process at the Home's discretion. Any assistance the Home provides the Resident and/or Representative with the Medical Assistance process does not release the Resident and/or Representative from his or her duty to complete the Medical Assistance application process, and Resident and/or Representative shall be liable for the applicable Daily Rate plus charges for ancillary services and supplies, during any period of non-payment. The Resident agrees to the following:

- **Qualifying for Medicaid Assistance.** If the Resident elects coverage under the Medicaid Program, the Resident agrees to act as quickly as possible to establish and maintain eligibility for Medicaid. These actions must include, but are not limited to, taking any and all steps necessary to ensure that the Resident's assets are within the required limits and that these assets remain within allowable limits for Medicaid.
- **Providing Application Information.** The Resident agrees to provide all financial and other information required for completion of the Medicaid application accurately and

truthfully, as requested by applicable state/county agencies. Failure to disclose all financial and other information required to determine Medicaid Eligibility, or submission of false information, may result in the termination of the Agreement and discharge of the resident. Additionally, the Resident agrees to provide this information in the manner requested by the applicable agencies, and in compliance with any deadlines set by the applicable agencies. Furthermore, the Resident agrees to attend any and all interviews necessary for completion of the Medical Assistance eligibility process, as requested by the applicable state/county agencies.

- **Keeping the Home Informed.** The Resident agrees to keep the Home informed of the status and progress of the Medicaid application. The Resident agrees to provide the Home with copies of any financial and other information related to the Medicaid application, including a copy of the completed application.
- If the Resident is incapable of completing the Medicaid application and there is no other legal representative of Resident known to the Home or any other friend or relative known to the Home who is authorized and/or is promptly available or willing to act timely on behalf of the Resident, then the Resident authorizes the Home to complete and file the Application on the Resident's behalf.
- If the Resident is incapable of filing an appeal of any denial or discontinuance of Medicaid benefits and there is no other legal representative of Resident known to the Home or any other friend or relative known to the Home who is authorized and/or is promptly available or willing to act timely on behalf of the Resident, then the Resident authorizes the Home to file an appeal of the denial or discontinuance of Medicaid benefits on the Resident's behalf.
- **Transferring Assets.** If the Resident transfers assets, this transfer may disqualify the Resident for Medicaid eligibility and/or cause a discontinuance of the Resident's Medicaid benefits. The Resident acknowledges that this may result in discharge of the Resident due to non-payment.
- **Continuing Payment of Home Charges Pending Eligibility.** When an application for Medicaid has been filed, the Resident agrees that while the Resident's application is "Pending" the resident shall pay the projected patient pay amount to the Home.

Once the Resident is determined to be eligible for Medicaid, the amount of the Resident's share of cost not covered by Medicaid shall be paid to the Home on or before the tenth (10<sup>th</sup>) day of each month. This monthly share of cost is determined by the state/county Medicaid Program and may be referred to as the Patient Pay Amount. Furthermore, the Resident shall immediately pay to the Home any amount the Resident is in arrears. If payment of any outstanding amount cannot be made immediately, the Resident shall immediately discuss same with the Home's Administrator or designee, and shall make arrangements to bring his or her account into balance within the shortest possible time.

- **Representative Controlling Resident's Funds.** If the Resident's Representative has control of or access to the Resident's income and/or assets, the Representative agrees to

use these funds solely for the Resident's benefit. This includes, but is not limited to, making prompt payment for care and services provided to the Resident as specified and required by the terms of this Agreement. Representatives are contractually bound by the terms of this Agreement and may become personally liable for failure to perform their fiduciary duties under the Agreement.

- **Daily Rate Payment.** The Resident agrees to pay the costs or the Home's per diem rate as described in the Rate Schedule for those supplies and services not paid for by the Medicaid program.
- **Termination of Coverage.** A Resident who remains in the Home after Medicaid coverage has been denied and a final determination has been made must pay Home charges as a private Resident. In this event, the Resident will pay based on the private rates, charges, and terms in effect at the time of service. Where the Resident is unable or fails to pay the private rates and charges, the Resident agrees to seek immediate placement at an alternate facility at the earliest possible time.
- **Resident's Share of Cost.** The Medicaid program reviews the available monthly income of all persons requesting Medicaid. Based on this review, the Medicaid program requires most Medicaid residents to pay for a reasonable share of the cost of their care. The amount of the Resident's share of the cost of their care can change based upon the services the Resident chooses, and the Medicaid program can adjust the amount of the Resident's share of the cost of their care based upon changes in the Resident's income. Payment of that share is the responsibility of the Resident. This payment must be submitted to Garvey Manor by the 10<sup>th</sup> day of each month.
- **Authorization to File a Hardship Waiver with the Department of Human Services (DHS) on Behalf of Resident.** If DHS' application of a transfer of assets penalty operates to deprive Resident of medical care such that Resident's life would be in danger, or would deprive Resident of food, clothing or shelter, or other necessities of life, then in the event of Resident's incapacity, inability or unwillingness to act, and if there is no other legal representative of Resident known to the Home or any other friend or relative known to the Home who is authorized and/or is promptly available or willing to act timely on behalf of Resident, then Resident authorizes the Home to file a Hardship Waiver with DHS on Resident's behalf.

MEDICARE RESIDENTS: A Medicare Resident is one who receives benefits from the federal Medicare program for his or her nursing home care. The services currently covered by Medicare are set forth in the attached Rate Schedule, which is subject to change. Some additional items and services may be also covered by Medicare.

- **Continuing Payment of Home Charges Pending Eligibility.** If the Resident is not satisfied with the Home's determination of Coverage due to a level of care change, the Resident may request that the Home submit a demand bill to the fiscal intermediary challenging the Home's determination of noncoverage. Until a determination is made by the fiscal intermediary, the Home will only bill the resident for services not covered by Medicare. If the Home's noncoverage determination is supported by the fiscal



intermediary, the Resident then is obligated to pay the Private Pay per diem rate amount from the time in question and forward.

If the Home determines that the Resident is ineligible for Medicare due to non-level of care reasons (i.e., failure to meet a three day hospital stay, etc.), the Resident may request that the Home submit a demand bill to the fiscal intermediary. However, the Home will bill and the Resident is required to pay as a private pay resident during the determination period. If the fiscal intermediary grants the Resident retroactive Medicare coverage, the Home will refund the appropriate amount to the Resident.

- **Daily Rate Payment.** The Resident agrees to pay the costs or the Home's per diem rate as described in the Rate Schedule for those supplies and services not paid for by the Medicare program.
- **Coinsurance and Deductibles.** The Resident is responsible for payment of any Medicare coinsurance and/or deductibles that are not paid to the Home by the Medicaid program or private insurance.
- **Limited Coverage.** The Resident understands that Medicare coverage is established by federal guidelines and not by the Home. Medicare coverage is limited in that only a specified level of care is covered for a specified number of days (benefit period). If the Resident no longer meets Medicare coverage criteria, coverage can be ended before the use of all allotted days in the current benefit period.
- **Expiration of Benefits.** Prior to admission, the Resident must be able to demonstrate the ability to pay the Home (either privately or through Medicaid) for services rendered after Medicare benefits expire. When Medicare coverage expires, the Resident may remain in the Home if private pay or other payment arrangements have been made. If the Resident wishes to be discharged from the Home upon expiration of Medicare benefits, he or she must so advise the Home at the time of the Resident's admission. If the Resident intends to become private pay when Medicare benefits expire, the Resident agrees to pay in advance for one month's private daily rate when the Resident changes to private pay status. No advance payment is required from Medicare Residents who are eligible for Medicaid coverage.
- **Medicare Part D Prescription Drug Benefits.**
  - (a) **Enrollment in Medicare Part D Plan.** If Resident is an eligible beneficiary under the Medicare Part D insurance program and has enrolled or has been mandatorily enrolled in a Medicare Part D Prescription Drug or Medicare Advantage Plan ("PDP"), Resident shall advise the Home in writing of Resident's chosen PDP upon admission. In the event that Resident becomes an eligible beneficiary under Medicare Part D after admission, or subsequently chooses to enroll in a PDP following admission, Resident shall notify the Home in writing of Resident's chosen PDP prior to enrollment in the PDP. Resident shall advise the Home if Resident elects to change PDPs, and shall provide written notice of such election, including the name/identity of the newly-selected PDP prior to the effective date of the change in the PDP.

**(b) Resident's Responsibility to Pay for Pharmaceuticals.** Resident is responsible to pay the charges for all prescription and other drugs or medications while a resident in the Home, except to the extent that such drugs and medications are covered in whole or in part by any applicable government reimbursement program. Some or all of the charges for prescription drugs and other drugs and medications may be covered by certain benefits available through Medicare Part D or other private insurance or governmental insurance/benefit programs, including Medicare Part A or B. In the event that coverage for any prescription drug, supply, medication or pharmaceutical provided to Resident is denied by any applicable governmental reimbursement program or other potentially available third party payor or insurance program, then Resident or Representative shall remain responsible to pay for all such prescription drugs, supplies, other medications or pharmaceuticals.

**(c) Actions of Medicare Part D Plan.** The Home is not responsible for and has made no representations regarding the actions or decisions of any PDP, including, but not limited to, decisions relating to the establishment of the PDP formulary, denial of coverage issues, or contractual arrangements between the PDP and the Resident, and with respect to any decisions made by the PDP relating to any long term care pharmacy provider that may be under contract with the Home.

**(d) Dually Eligible Residents.** If Resident becomes eligible for Medicaid at any time during Resident's stay at the Home, and also qualifies for benefits under the Medicare Program, then Resident shall be required to enroll in a PDP to ensure coverage of Resident's prescription drug needs. Resident and/or Representative shall take all necessary action to enroll Resident in a PDP, and shall advise the Home of such enrollment upon Resident's acceptance into the PDP. Resident acknowledges that should Resident and/or Representative fail to select a PDP, then CMS will assign Resident to a PDP. Resident shall provide written notice to the Home of the name of the Resident's PDP and the effective date of enrollment.

**(e) Billing and Resident Cost Sharing Obligations.** To the extent that Resident is a beneficiary under Medicare Part D, and the pharmacy prescriptions and/or services ordered by a physician are covered by Medicare Part D, then the Pharmaceutical Provider (as required by law) shall bill the charges for the covered services to the Resident's PDP. Resident is responsible for and shall pay any and all cost-sharing amounts applicable under Medicare Part D insurance. The Home shall not be responsible to pay for any fees or cost-sharing amounts, including co-insurance and deductibles, relating to the provision of covered Medicare Part D pharmaceuticals to Resident. To the extent that Resident may qualify as a "subsidy eligible individual" who would be entitled to a reduction or elimination of some or all of the cost-sharing or premium amounts under the Medicare Part D benefit, Resident and/or Representative has the sole responsibility to apply for such benefits.

**(f) Authorization to Request and/or Appeal Coverage Determinations.** In the event that Resident is denied coverage under Resident's PDP for pharmaceutical services or supplies prescribed by Resident's attending physician, then the following shall apply:

(1) Resident and/or Representative may independently (i) request an exception from Resident's PDP to cover non-formulary or non-covered Medicare Part D drugs that are otherwise needed or required by Resident; (ii) file a request for a redetermination of any

coverage denial issued by Resident's PDP ; (iii) file an appeal with the appropriate agency and judicial tribunals to challenge any denial of a request for redetermination.

(2) In the event of Resident's incapacity, and if there is no other legal representative of Resident known to the Home or any other friend or relative known to the Home who is authorized and/or is promptly available or willing to act timely on behalf of Resident, or if Resident's physician is unable or unwilling to act on behalf of Resident, then Resident authorizes the Home to (i) request an exception from Resident's PDP to cover non-formulary or non-covered Medicare Part D drugs that are otherwise needed or required by Resident; (ii) file a request for a redetermination of any coverage denial issued by Resident's PDP; (iii) file an appeal with the appropriate agency and judicial tribunals to challenge any denial of a request for redetermination.

(3) In the event of an initial denial of coverage by the Resident's PDP, then pending the outcome of an exception request, a request for redetermination, or an appeal, and in the event that Resident's attending physician fails to prescribe a clinically and reasonably acceptable substitute prescription medication, Resident authorizes the Home's Medical Director to prescribe a clinically and reasonably acceptable substitute prescription medication which is covered by Resident's PDP, if such clinically and reasonably acceptable substitute is available.

(4) If a request for exception (filed by Resident, the Home or any other authorized representative) is ultimately denied following either reconsideration by the PDP or appeal to an appropriate tribunal, and if the requested pharmaceuticals are deemed medically necessary by Resident's physician, and no reasonably acceptable substitute, as determined by the Home's Medical Director, from the formulary of Resident's PDP exists, then the Home shall make arrangements to provide the requested pharmaceuticals to Resident through an arrangement with an outside pharmacy. In any such situation, Resident shall be responsible to pay all fees and costs for the non-covered pharmaceuticals, consistent with the requirements of this Section.

**(g) No Effect on Medicare Part A Covered Nursing Services.** Resident's Medicare Part D prescription drug benefits do not apply while the Resident's stay in the Home is covered under Medicare Part A. While Resident is in the Home on a Medicare Part A stay, Resident's pharmaceutical needs generally are covered by the Medicare Part A program.

**MANAGED CARE ORGANIZATIONS:** Where the Resident enrolls in or switches the Resident's enrollment to any managed care organization (hereafter "MCO"), including MCOs that provide Medicare or Medicaid benefits, the Resident agrees as follows:

- The Resident shall advise the Home prior to enrolling in or switching the Resident's enrollment to any MCO.
- The Resident acknowledges that the Home is not responsible for and has made no representations regarding the actions or decisions of any MCO with which the Home is a participating provider, including decisions relating to a denial of coverage.

- The Home will accept payment from the MCO as payment in full only for those services and supplies covered by the MCO. The Resident is responsible for any co-payments or other costs assigned to the Resident under the managed care plan, or not covered by the MCO under the terms of the managed care plan. If the Resident utilizes services which the MCO refuses to pre-authorize, the Resident shall pay the Home for those services. Further, the Resident shall pay the Home for services for which the MCO has denied payment because the Resident failed to supply information to the MCO, or for services which are denied subsequently by the MCO.
- The Home is not obligated to be a participating provider in any MCO. In addition, the Home reserves the right to withdraw as a participating provider in any MCO at any time and for any reason. In the event that the Home withdraws as a participating provider, the Resident may convert his or her coverage to a health plan in which the Home is a participating provider. Effective the date of the Home's withdrawal from the Resident's MCO, the Resident is obligated to pay for services and supplies provided to the Resident as a private pay resident. If possible, the Home will provide the Resident with thirty (30) days advance written notice of its withdrawal from the Resident's MCO.

### **THIRD PARTY PAYMENTS**

**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 Representative 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 Home reserves the right to collect such payments directly from the third-party source. The Resident and Representative shall at all times cooperate fully with the Home and each third-party payor to secure payment. Cooperation includes providing information; signing and delivering documents; and assigning to the Home (to the extent permitted by law) any payments for the Resident from federal or state governmental assistance programs or any other reimbursement or benefits to the extent of all amounts due the Home.

**ASSIGNMENT OF PAYMENTS:** The Resident irrevocably authorizes the Home to make claims and to take all other actions to secure receipt of third party payments to reimburse Home for its charges. To the fullest extent permitted by law, and as security for payment of the Home's charges, the Resident hereby assigns to the Home all of the Resident's rights to any third party payments now or subsequently payable to the extent of all charges due under this Agreement. Resident shall promptly endorse and deliver to the Home any payments received from third parties to the extent necessary to satisfy the charges under this Agreement. To facilitate this assignment, but not in lieu thereof, the Resident hereby agrees to properly execute an Assignment of Third Party Payments statement if requested.

**INSURANCE:** In the event of an initial or subsequent denial of coverage by the Resident's insurance carrier, Resident shall pay the Home 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 Home's participation in the Medicare and Medicaid Programs.

### **PAYMENT INFORMATION**

**DUE DATES AND THE OBLIGATION OF TIMELY PAYMENT:** The Home's charges for services provided shall be billed on a monthly basis to the Resident. These charges are due and payable within 10 days after receiving an invoice. If payment is not received within thirty (30) days after the invoice was issued, account balance is considered past due, and the Home may add late charges to the Resident's account. Resident is obligated to pay any late charges. These late charges shall be assessed on the monthly balance at the lesser of the monthly rate of 1.5% (one and one-half percent), for an annual rate of eighteen percent (18%), or the maximum amount permitted by law. This late charge does not alter any obligations of the Home or Resident under this Agreement.

In the event the Home initiates mediation and/or arbitration to collect payments due from Resident under this Agreement, and the parties, through mediation, mutually agree in favor of the Home, or if unable to mutually agree, the Home, through arbitration, is deemed to be the prevailing party, Resident and/or Representative shall be responsible to pay all attorneys' fees and costs incurred by the Home in pursuing the enforcement of Resident's financial obligations. If the parties mutually agree in favor of the Resident or Resident is the prevailing party in a collection action, Resident shall be entitled to recover reasonable attorneys' fees and costs incurred in defending the collection action. If the Resident and/or Representative elect(s) to opt out of mediation and arbitration or the Resident or Representative rescinds the arbitration clause in accordance with the terms and conditions of this Agreement, then in that event, if the Home initiates any legal actions or proceedings to collect payments due from Resident under this Agreement, Resident or Representative shall be responsible to pay all attorneys' fees and costs incurred by the Home in pursuing the enforcement of Resident's financial obligations under this Agreement.

The Resident recognizes that the Home does not offer credit or accept installment payments. The Home's acceptance of a partial payment does not limit the Home's rights under this Agreement to full payment for the care and services provided.

**BILLING ADDRESS:** All of the Home's invoices are to be mailed to the address designated at the time of admission for prompt payment. Future changes shall be noted.

**FAILURE TO PAY:** The Home's due date for its payments is ten (10) days after receipt of an invoice. If the Resident fails to make a required payment within thirty (30) days of the due date, the Home may require the Resident to vacate the Home after appropriate advance notice. If the Resident is required to vacate the Home for failure to pay, the Home shall provide advance notice as set forth in Termination section of this Agreement.

**FEE FOR RETURNED CHECKS:** A service fee noted on the Rate Schedule or the actual fee charged by the bank, whichever is greater, will be charged for any returned check.

**OBLIGATIONS OF RESIDENT'S ESTATE AND ASSIGNMENT OF PROPERTY:** This Agreement shall operate as an assignment, transfer and conveyance to the Home of as much of the Resident's property as is equal in value to the amount of any unpaid obligations

under this Agreement, and this assignment shall be an obligation of the Resident's estate and may be enforced against the Resident's estate. The Resident's estate shall be liable to and shall pay the Home an amount equivalent to any unpaid obligations of the Resident, including but not limited to, attorneys' fees and costs related to legal actions or proceedings incurred by the Home, under this Agreement. This assignment shall apply whether or not the Resident is residing in the Home at the time of the Resident's death.

**CHANGES IN ROOM ASSIGNMENTS:** Home reserves the right and discretion to move Resident to another room or bed within the Home consistent with the safety, care and welfare needs of Resident. Home reserves the right and discretion to move Resident's roommate, if any, at any time consistent with the needs of the Home. A Resident assigned to a private room, but not paying the private rate, will be moved to a semi-private or double room when, at the discretion of the Home, it is determined to be appropriate and available, and such private room is not medically necessary (e.g., isolation for infection control).

**DEATH OF RESIDENT:** In the event of Resident's death, Home shall notify the person(s) designated by Resident. Home 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 and Home reserves the right to require proof of financial responsibility for payment of burial expense prior to admission. The person(s) designated by Resident and the Funeral Home to be notified is documented on the application. Resident shall notify Home of any change in the designated person(s) or Funeral Home to be notified.

### **BED HOLDS**

The Resident may need to be absent from the Home temporarily for hospitalization, therapeutic, or recreational leave. The Resident may request that the Home hold open the Resident's bed during this time. This is known as a "bed hold." The Resident shall be given notice of the bed hold option at the time of the hospitalization, therapeutic, or recreational leave. Charges for bed-holds are at the private-pay per diem and are listed on the attached Rate Schedule.

**MEDICAID RESIDENTS:** If Resident is eligible for, or is receiving Medical Assistance benefits, and Resident leaves the Home 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 Medicaid Resident's hospitalization or therapeutic leave exceeds the bed-hold period paid under the Medicaid program, the Resident may request an additional bed hold period from the Home by agreeing to pay the applicable Medicaid daily rate during the additional bed hold period. Otherwise, the Resident shall be considered discharged and may be readmitted upon the first availability of a bed in a non-private room as long as the Resident requires the services provided by the Home and is eligible for Medicaid nursing facility services or Medicare skilled nursing facility services.

**PRIVATE AND MEDICARE RESIDENTS:** Any Private or Medicare Resident, who is not eligible for, or receiving Medical Assistance benefits, may reserve a bed by electing, either verbally or in writing, to pay the Home's private daily rate in effect for the bed being held

during the time period of Resident's temporary absence from the Home. If the Resident or Representative, either verbally or in writing, elects not to reserve a bed or the Resident or Representative fails to make a verbal or written election to reserve a bed within twenty-four (24) hours of Resident's departure from the Home, then the Resident's or the Representative'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 Home effective the date of the Resident's transfer. Readmission of the Resident to the Home shall be subject to bed availability.

### **PERSONAL FUNDS**

The Resident has a right to manage his or her own personal funds. If the Resident wants assistance with management of personal funds, and requests so in writing through a Resident Trust Fund Authorization form, the Home will hold, safeguard, manage, and account for these funds. A Resident Trust Fund Authorization form can be acquired from the Home.

Resident personal funds deposited with the Home shall be handled as follows:

- The Home shall have a system that ensures a complete and separate accounting, based on generally accepted accounting principles, of the personal funds deposited with the Home by each Resident or on his or her behalf. This system shall also ensure that the Resident's funds are not commingled with the Home's funds or with any other funds besides those of other residents. In addition to the required quarterly accounting, the Home shall provide individual financial records at the written request of the Resident.
- The personal fund balance of a Resident receiving Medicaid benefits must remain within a certain dollar range for the Resident to continue to receive benefits. The Home shall notify a Medicaid Resident if his or her account balance is within two hundred dollars (\$200.00) of the federal Supplemental Security Income (hereafter "SSI") limit. The Home shall also notify the Resident if the account balance, in addition to the Resident's known non-exempt assets, reaches the SSI resource limit. Furthermore, the Home shall notify the Resident if the account balance, in addition to the Resident's known non-exempt assets, reaches the resource limits for Medicaid eligibility. A balance in excess of this limit may cause the Resident to lose eligibility for Medicaid or SSI.
- Upon the discharge, eviction or death of a Resident who has personal funds deposited with the Home, the Home shall refund the Resident's personal account balance within thirty (30) days, and provide a full accounting of these funds to the individual, probate jurisdiction administering the Resident's estate, or other entity as required by state law or regulation. However, any outstanding balance owed to the Home for the Resident's care and services shall first be deducted from the Resident's personal account as permitted by law.
- The Home shall ensure the security of all resident personal funds deposited with the Home, and shall not take money from a Medicare and/or Medicaid Resident's personal funds for any item or service for which payment is covered by Medicare and/or Medicaid.

## **TERMINATION OF AGREEMENT**

**FACILITY-INITIATED.** The Home may terminate this Agreement and Resident's stay and transfer or discharge Resident if:

- (a) Transfer or discharge is necessary to meet Resident's welfare, and Resident's needs cannot be met in the Home.
- (b) Resident's health has improved sufficiently so that Resident no longer needs the services provided by the Home;
- (c) The safety of individuals in the Home is endangered due to the clinical or behavioral status of the Resident;
- (d) The health of individuals in the Home 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 Home; or
- (f) The Home ceases to operate.

**Notice and Waiver of Notice.** The Home will notify Resident and Representative (or if none, a family member or legal representative of the Resident, if known to the Home) at least thirty (30) days in advance of transfer or discharge, except in situations when appropriate plans that are acceptable to the Resident can be implemented earlier, and except in cases of emergencies, including those situations described in subparagraphs (a), (c) and (d) above, then only such notice as is reasonable under the circumstances shall be provided.

**HOME CLOSURE:** In the event of an impending closure, the Administrator of the Home, 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 of the Department of Health and Human Services ("HHS") or the State terminates the Home's participation in the Medicare and/or Medicaid Programs, then in that event, the Home shall provide written notice regarding the closure of the facility no later than the date that the Secretary of HHS deems appropriate.

**RESIDENT INITIATED:** Other than in the case of a medical emergency or death, the Resident will provide the Home with written notice three (3) days before the Resident's termination of this Agreement. If the Resident fails to supply the home with three days advance notice, the Resident hereby agrees to pay the Home its per diem rate and other charges then in effect during the required three day period. These charges do not apply to Residents whose payor source is Medicare or Medicaid.

**REFUNDS:** Upon the discharge, eviction or death of a Resident who has personal funds deposited with the Home, the Home shall refund the Resident's personal account balance within thirty (30) days and provide the Resident or the Resident's estate with a full accounting of these funds. However, any outstanding balance owed to the Home for the Resident's care



and services shall first be deducted from the Resident's personal account as permitted by law. Any prepayments or overpayments made by Resident and held by the Home will be refunded, subject to deductions for payment of any outstanding bills or other amounts due the Home, within 30 days after the 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 to such entities or persons entitled to the refund under current law.

### **ENFORCEMENT OF THIS AGREEMENT**

Reporting Complaints. If Resident, Representative, 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 Representative may file a complaint, either verbally or in writing, with the Home's Grievance Officer. Resident, Representative, or Resident's attorney-in-fact must notify the Grievance Officer of any such complaints, and the Home shall respond to such complaints within a reasonable time period. After the Home has responded to such complaints, the Resident, Representative or Resident's attorney-in-fact, if he/she so chooses, may pursue mediation and/or arbitration. This provision is not intended to preclude Resident, Representative, 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:

Beth McCalpin, Social Service  
1037 S. Logan Blvd. Hollidaysburg, PA  
bmccalpin@garveymanor.org  
814-695-5571

Kim Merritts, Social Service  
1037 S. Logan Blvd. Hollidaysburg, PA  
kmerritts@garveymanor.org  
814-695-5571

Home's Obligations. The Grievance Officer will review and investigate the complaint and provide a response to Resident/Resident's attorney-in-fact or the Representative.

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 the Home or at a site within a reasonable distance of the Home, subject to the mutual agreement of the parties. 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. The costs of the mediation shall be borne equally by each party, and each party shall be responsible for their own legal fees, except in collection actions where the parties mutually agree in favor of the Home or, if unable to resolve the dispute through mediation, where the Home, through arbitration, is deemed to be the prevailing party, then in that event, the Home shall be entitled to recover attorneys' fees and costs incurred in pursuing the enforcement of Resident's financial obligations. If parties mutually agree in favor of Resident or Resident is the prevailing party, Resident shall be entitled to recover reasonable attorneys' fees and costs incurred in defending the collection action.

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. ADR Options, Inc., is the designated arbitration agency that shall hear disputes specified in subparagraphs a-b below of this Agreement. ADR Options, Inc., is an impartial alternative dispute resolution organization that provides a panel of neutral third party arbitrators from which Resident and the Home, upon mutual agreement, shall select an arbitrator(s) to facilitate dispute resolution.

(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; and (2) 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 Home. 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 Home. It also means that the Home is giving up certain rights it may have to a jury trial or to bring claims in a court against the Resident. Subject to Subsection (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/or Representative acknowledge(s) and understand(s) that there will be no jury trial on any claim or dispute submitted to arbitration, and Resident and/or Representative 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 Home 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 Home, 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 Home for personal injuries incurred while residing in the Home. 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 Home. Subject to Subsection (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/or Representative acknowledge(s) and understand(s) that there will be no jury trial on any claim or dispute submitted to arbitration, and Resident and/or Representative

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, 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 Home 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 Home 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 Home 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 the Home or at a site within a reasonable distance of the Home, subject to the mutual agreement of the parties.

(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 Home within thirty (30) days of receipt of notice of ADR Options, Inc.'s, unwillingness or inability to serve as a neutral arbitrator. The parties shall mutually 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 parties, 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](http://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, except in collection actions where the Home is the prevailing party, then in that event, the Home shall be entitled to recover attorneys' fees and costs incurred in pursuing the enforcement of Resident's financial obligations. If Resident is the prevailing party in a collection action, then the Resident shall be entitled to recover reasonable attorneys' fees and costs in defending the collection action. If Resident is or becomes eligible for Medicaid, then the Home shall pay the costs of the arbitration, but the Resident shall remain responsible to pay any legal fees incurred by Resident.

(h) Limited Resident Right to Rescind this Mandatory, Binding Arbitration Clause (Subsections (a-m)). The Resident or Representative has the right to rescind this arbitration clause by notifying the Home in writing within thirty (30) days of the signing of this Agreement. Such notice must be sent via certified mail to the attention of the Administrator of the Home, and the notice must be postmarked 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 by Representative.

**(i) Not a Condition of Admission or Receipt of Care. Mandatory arbitration is not required as a condition of admission to, or as a condition of receiving care at, the Home.**

(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. This provision is not intended to prohibit or discourage the Resident or anyone else from communicating with 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 Representative 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 Home, and that they have had an opportunity to ask questions about this clause.

(l) Severability of Arbitration Clause (Subsections (a-m)). 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.

**RESIDENT AGREES \_\_\_\_\_ [\_\_\_\_\_ INITIALS] / DOES NOT AGREE \_\_\_\_\_ [\_\_\_\_\_ INITIALS] TO BE SUBJECT TO THE TERMS AND CONDITIONS OF THE MEDIATION CLAUSE AND ARBITRATION CLAUSE (SUBSECTIONS A-M) OF THIS AGREEMENT.**

ATTORNEYS' FEES & COSTS: In the event that the Home institutes an action in court to resolve a dispute involving amounts in controversy of less than twelve thousand dollars (\$12,000) and the Home is a prevailing party, the Home shall be entitled to receive from the losing party reasonable attorneys' fees, along with all court and related costs. If Resident is the prevailing party, the Resident shall be entitled to receive from the Home reasonable attorneys' fees, along with all court and related costs.

NOTICE: Wherever written notice is required to be given to the Home 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:

Administrator  
Garvey Manor  
1037 South Logan Boulevard  
Hollidaysburg, PA 16648-2693

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

### **MISCELLANEOUS PROVISIONS**

CLINICAL/FINANCIAL INFORMATION: With and at the Home's discretion, the Resident hereby authorizes the Home to obtain all of the necessary clinical and/or financial documentation from the Resident prior to transferring from or to a hospital, other nursing facility, or any other health care facility.

SOLE AGREEMENT: This Agreement, Application Agreement and Representative Agreement, along with any documents attached or included by reference, are the only agreements between the Home and parties regarding the Resident's stay, and they supersede, merge and replace, all prior negotiations, offers, warranties and previous representations, understandings or agreements, oral or written, between the parties. Changes to this Agreement are valid only if made in writing and signed by all parties. If changes in state or federal law make any part of this Agreement invalid, the remaining terms remain valid and enforceable.

**NON-ASSIGNABLE AGREEMENT:** The Resident agrees that the right of the Resident to reside at the Home is personal and not assignable. The Resident may not transfer his or her rights under this Agreement to any other person.

**GOVERNING LAW:** Unless otherwise provided herein, this Agreement shall be governed by and construed by 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.

**SEVERABILITY:** The various provisions of this Agreement shall be severable one from another. If any term, condition, clause or provision of this Agreement shall be determined or declared to be void or invalid in law or otherwise, then only that term, condition, clause or provision shall be stricken from this Agreement, and in all other respects this Agreement shall be valid and continue in full force, effect and operation.

**CAPTIONS:** The captions used in 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. The captions shall be given no legal effect.

**WAIVER:** The Home 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 Home unless such waiver is in writing by the Home. Any waiver by the Home 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.

**MODIFICATIONS:** The Home reserves the right to unilaterally modify this Agreement to the extent necessary to conform the Agreement with subsequent changes in law or regulation. The Home will notify the Resident in writing thirty days (30) before such modification, if possible. Resident may not modify this Agreement except by a writing signed by the Home.

## **ACKNOWLEDGMENTS**

**RATE SCHEDULE:** The Resident hereby acknowledges the receipt of a copy of the Rate Schedule and sufficient opportunity to ask questions about the Rate Schedule to answer all of their questions about the Home's charges. The Resident hereby acknowledges that the Home can and will alter the Rate Schedule from time to time, and that Resident will be subject to those changes. The Resident hereby agrees to be subject to those changes as provided in this Agreement.

**STATEMENT OF RESIDENT'S RIGHTS:** The Resident hereby acknowledges being informed orally and of receiving a written copy of the Resident's Rights, as set forth in this Agreement, and as further set forth in the accompanying Home's Statement of Resident's Rights. Furthermore, the Resident hereby acknowledges having sufficient opportunity to ask questions about the Resident's rights and have received appropriate responses. The Resident hereby acknowledges that the accompanying Statement of Resident's Rights is subject to change from time to time, and shall not be construed as imposing any contractual obligations on the Home or granting any contractual rights to the Resident. In addition, the

Resident acknowledges the Notice of Rights of Nursing Home Residents (MA-401) is subject to change from time to time and shall not be construed as imposing any contractual obligations on the Home or granting any contractual rights to Resident.

COMMONWEALTH'S ADMISSIONS NOTICE PACKET: The Resident hereby acknowledges being informed orally and of receiving a written copy of the Commonwealth's Admissions Notice Packet, accompanying this Agreement. Furthermore, the Resident hereby acknowledges having sufficient opportunity to ask questions about the Resident's rights and have received appropriate responses. The Resident hereby acknowledges that the Commonwealth's Admissions Notice Packet is subject to change from time to time, and shall not be construed as imposing any contractual obligations on the Home or granting any contractual rights to the Resident.

PRIVACY ACT STATEMENT – HEALTH CARE RECORDS: The Resident hereby acknowledges being informed orally receiving a written copy of the Privacy Act Statement – Health Care Records, in compliance with the Privacy Act of 1974 and the Notice of Privacy Practices in compliance with the Health Insurance Portability and Accountability Act. Furthermore, the Resident acknowledges having sufficient opportunity to ask questions about the Privacy Act Statement and have received appropriate responses.

HEALTH CARE ADVANCE DIRECTIVES:

- The Home will comply with a living will and the health care decision of a health care agent or health care representative to the extent that such directives are permitted by law and do not conflict with the ethical, moral, and religious directives and positions of the Catholic Church and the Carmelite Sisters for the Aged and Infirm. In the event the Home is unable to comply with a directive; the Home will assist in efforts of the Resident and/or Representative to transfer the Resident to another facility.
- The Resident acknowledges being informed orally and in writing about health care advance directives, including receiving a copy of written information regarding a resident's right under Pennsylvania law to make medical treatment decisions, including the right to accept, refuse and/or discontinue treatment and the right to formulate health care advance directives as well as, the Home's policy regarding the implementation of such rights, and has received responses to all of his/her questions.

RESIDENT HANDBOOK: The Resident hereby acknowledges receiving a copy of the Resident Handbook. Furthermore, the Resident hereby acknowledges having sufficient opportunity to ask questions about the Resident Handbook and have received appropriate responses. The Resident hereby acknowledges that the Resident Handbook is subject to change from time to time, and shall not be construed as imposing any contractual obligations on the Home or granting any contractual rights to the Resident.

AGREEMENT: The Resident hereby acknowledges that he/she has carefully read and understand the terms of this Agreement, and that the terms have been explained to them by a representative of the Home. Furthermore, the Resident hereby acknowledges having sufficient opportunity to ask questions about the Agreement and have received appropriate responses.

**IN WITNESS WHEREOF**, INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Agreement the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and same shall be considered binding upon all parties, and shall remain in full force and effect unless and until cancelled according to the terms of this Agreement.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident's Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Garvey Manor Representative

\_\_\_\_\_  
Date

Form #54 (May 1999)  
Revised 9/19

Case \_\_\_\_\_