

**Resident Admission Contract of General German Aged People's Home of
Baltimore d/b/a Edenwald
This Contract Has Been Approved by
The Maryland Department of Health**

1. This Contract is between General German Aged People's Home of Baltimore d/b/a Edenwald (the "Corporation") and (the "Resident" or "you"). The Corporation operates in Baltimore County, Maryland, as a not-for-profit, continuing care retirement community for persons of retirement age (62 and over) known as Edenwald (the "Facility"). This contract contains your financial obligations, as well as your rights as a Resident of this Facility.

2. In consideration of your payment and promises made in this Agreement, the Corporation agrees to do the following when you are admitted to the Facility's Comprehensive Care unit:

Health Care Services

A. The Corporation will provide you with general nursing treatments and nursing treatments such as administration of medication, preventive skin care, assistance with bathing, toileting, feeding, dressing and mobility. (Throughout this Agreement is information about which services are covered in the Corporation's monthly or daily rate and which are available for an additional charge.)

B. When your doctor orders health care services which the Corporation does not have the capability to provide, with your approval the Corporation will arrange for the services to be provided by an outside provider, or the Corporation will arrange for your transfer to the hospital or other health care providers.

Personal Services

C. The Corporation will provide you with room and board, housekeeping services, recreational and social programs, and personal care.

D. The Corporation will provide you with a reasonable amount of storage space for your personal belongings.

E. At your request, the Corporation will maintain your personal funds in compliance with the laws and regulations relating to the Corporation's management of your funds. See Appendix 4.

3. *Paying for Your Care*

A. Who Can be Required to Pay for Your Care

Only you and your insurer can be required to pay for your care. No other person--e.g., a family member, friend, neighbor, legal agent or guardian -- can be required to pay for your care from their own funds, although he or she may knowingly and voluntarily agree to pay for the cost of your care.

The Corporation requires you or any other person responsible for making payments on your behalf to pay for your care under the terms of this contract in a timely manner. If you or anyone else with authority to pay for your care on your behalf fails to pay a Facility bill, the Corporation may request a court to order such payment.

You agree to provide all information requested by the Corporation about your health and financial status and to update this information while you are a resident here. You understand that if the Corporation later finds that you knowingly or willfully provided the Corporation with incomplete or inaccurate information, the Corporation will consider that as a breach of this Agreement which gives the Corporation the right to pursue all legal remedies against you.

It is anticipated that your care will be paid for by:

- i. The Medicare Program; or
- ii. A third-party insurer (please specify: _____); or
- iii. You with your own funds; or
- iv. Another person with your funds (please specify: _____); or
- iv. Another person who has voluntarily agreed to pay with their own funds (please specify: _____).

It is understood that Medicare will make the determination concerning your medical and financial eligibility for payment by the program.

You agree to pay either directly or through a third-party payor for all items and services provided to you by the Corporation. You request that the Corporation send your bills to:

B. Private Pay Residents

The items and services included in the monthly or daily rate of \$____include basic room, board, and general nursing care as required by your medical condition and are listed in Appendix 1. Payment for items and services that are included in the monthly or daily rate is payable one month in advance and due on the first of each month, and you (or your agent) agree to make timely payment.

You will be charged separately for additional items and services which you or your physician, with your approval, request and which are not included in the Corporation's monthly or daily rates such as special nursing care, special equipment, pharmacy charges, laboratory charges and additional services such as telephone expenses, clothing, beauty and barber services, and newspapers. A list of many of the ordinary items and services for which you may be charged is at Appendix 1. If you (or your physician, with your approval) request items or services other than those listed in Appendix 1, you will be notified of the cost. Payment for these additional items and services is due within thirty (30)

days after you (or your physician with your approval) have requested them, and you have received and have been billed for them. Within ninety (90) days of receiving an item or service, or within thirty (30) days of payment, you have the right to ask the Corporation for an itemized statement that briefly but clearly describes each item and service, the amount charged for it, and the identity of the payor billed for the service.

You understand and agree that you (or your agent) are responsible for paying the Corporation for items and services provided to you during any period of time in which you are or were a resident of the Facility. If you (or your agent) do not pay the amount you owe the Corporation after receiving Facility bills, and the Corporation hires a collection agency or attorney, you agree to pay for their fees, expenses and costs.

You agree to notify the Corporation promptly if you have insufficient income, funds, or assets, to meet your financial obligations to the Corporation. If you are no longer able to pay for your care at the Facility, the Corporation will determine whether it will provide financial assistance to help you pay for your care at the Facility. The Corporation is not obligated to provide financial assistance. The President of the Corporation has the sole and absolute discretion to grant, deny or withdraw financial assistance. If you are discharged for non-payment, you agree to continue to pay the Corporation's prevailing daily or monthly charges until the date of your departure. See Section V of the Corporation's Residence and Care Agreement or Residence and Services Agreement for information on the Corporation's discretionary financial assistance program for residents that have exhausted their funds.

If there is any dispute about whether you should be discharged, the notice and other requirements in Section 4.F. apply. If transfer or discharge becomes necessary because you or someone else abused your funds, the Corporation will request that the Attorney General investigate which may result in prosecution.

If you believe that you may need to apply for Medical Assistance later, you may want to find out now if you are "medically eligible" for nursing home payment by Medicaid. See Appendix 2B. This is not, however, the same as applying for Medical Assistance.

C. Medicare

The Corporation participates in the Medicare Program. Medicare may pay for some or all of your nursing home care. For information on Medicare, see Appendix 2A. If you are eligible for Medicare, you have the right to have claims for your nursing home care submitted to Medicare. If Medicare agrees to pay for your care, you understand that Medicare requires a co-payment (for most covered services) and you agree to make the required co-payment, currently \$_____, which Medicare changes yearly. You also understand that some items and services offered by the Corporation are not covered by Medicare and if you want any of these items or services, you agree to pay for them. (A list of the items and services not covered by Medicare and charges for them are at Appendix 3). If you also participate in Medicare Part B, for physical, occupational, or speech therapy, or other billable charges

(which are not covered by Medicare Part A), you agree to pay any required deductible and any applicable co-insurance.

D. Medicaid

The Corporation does not participate in the Medicaid Program. If, after you are admitted here, you exhaust your funds, there may be alternatives to transferring to a facility that participates in the Medicaid Program. See Section V of the Corporation's Residence and Care Agreement or Residence and Services Agreement for information on the Corporation's discretionary financial assistance program for residents that have exhausted their funds. If financial assistance is not awarded, the Corporation will assist you in finding and transferring you to a facility that participates in the Medicaid Program. If there is any dispute about your transfer or discharge, the notice and other requirements described in Section 4.F. will apply.

E. Increases in Charges and Fees

Any time the Corporation increases a fee or charge for an item or service or adds a new item or service, the Corporation will provide you and your agent with forty-five (45) days advance written notice.

F. Interest Penalties

The Corporation may not charge you a penalty if you pay your bill on time. Your payment is on time if it is made within 15 days of the date the itemized statement is postmarked, or 5 days after the end of the billing period, whichever is later. The interest penalty that the Corporation charges is 1.5 percent of the amount that is due, calculated on either a daily or monthly basis. For any bill delinquent over one month, penalties will be calculated on a simple basis.

G. Private Duty Nurses/Geriatric Aides

If you want a private duty nurse or a private duty geriatric aide, you are responsible for selecting a person licensed and/or certified according to Maryland laws and regulations. You are also responsible for paying him or her, and for letting the Corporation know that you have hired one. The person you hire is not an employee or agent of the Corporation or the Facility, but he or she must meet the Corporation's standards and follow the Corporation's policies and procedures. Employees of the Corporation may not serve as private duty nurses or private duty geriatric aides.

H. Limitations of Liability

The Corporation is obligated to take reasonable precautions to provide you and your personal belongings with security, including providing a reasonable amount of secured space for your belongings. The Corporation, however, cannot be responsible for any loss or damage to your valuables or money that is not delivered into the custody of the Corporation Administrator or his/ her designee, unless that loss or damage is caused by the negligent or willful action of the Corporation or Facility staff. The Corporation's Policies and Procedures concerning your personal funds and your personal property are at Appendix 4.

If, in spite of the Corporation's best efforts, there is loss or damage to property, or injury or death to persons, which is mutually agreed to be or determined by an appropriate third party to be caused solely

by you, you agree to be responsible for the damage, injury, or death. This responsibility includes payment for damages and all costs including reasonable attorney's fees and expenses required to defend a claim resulting from such damage.

In addition, although you have the right to make your own health care decisions, including the right to refuse treatment, you accept responsibility for any consequences resulting from your refusal to accept nursing or medical treatment or service considered by your physicians to be necessary for your care.

4. Your Rights as a Resident

As a Resident of this Facility, you have many rights under federal and State law. Some of those rights are listed in this section. You will be given a written description of all of your rights.

A. Your Right to Make Decisions

You have the right to make your own medical decisions, to manage your personal affairs and to access your medical records as permitted by law. If you become incapable of making your own decisions, it may be necessary for someone else to make decisions for you. For this reason, the Corporation recommends that you make advance directives for medical decisions and appoint a Power of Attorney for financial decisions, but you are not required to do so. It is recommended that you consult with an attorney to prepare a financial Power of Attorney. As part of the admission process, you will be given a description of your legal rights to decide about your future medical treatment, as well as information about making advance directives. If you make an advance directive, you should provide the Corporation with a copy.

B. Selection of a Doctor or Other Provider

You may select your own doctor and other health care providers. Your doctor and other health care providers must follow the Corporation's policies.¹ You or your insurer, including the Medicare program, is responsible for your doctor's payment. If you do not have your own doctor, you may choose one from the list of physicians who practice here. This list is attached as Appendix 5. If you or your agent are unable to choose your own doctor, the Corporation will assign one to you from this list. In case your doctor is not available when needed, the Corporation's Medical Director, or designee, will take care of you until your doctor is available. Some services you may require are available through outside providers. Some available outside providers and whether the Corporation has a shared ownership interest with the Provider are at Appendix 5.

C. Your Personal Property and Financial Affairs

You have certain rights relating to your personal property and managing your financial affairs. The Corporation's policy and procedure concerning these rights is at Appendix 4.

D. Your Right to Make Complaints and Suggest Changes in Policies and Services

¹ If your doctor and other health care providers do not follow the Corporation's policies and procedures, the Corporation will ask you to choose other providers.

You may make complaints about your care in the Facility and you may also suggest changes in the policies and services of the Corporation. You will not be harassed or discriminated against for making a complaint or suggesting a change in a policy or service. You may present your complaints orally or in writing to Facility staff or the Administrator, or to one of the following State agencies:

Office of Health Care Quality
7120 Samuel Morse Drive
Second Floor
Columbia, MD 21046
(410) 402-8110
(877) 402-8219
(800) 735-2258 (TTY)
(410) 402-8234 (Fax)

Maryland Department of Aging
State Long-Term Care Ombudsman
301 West Preston Street
Suite 1007
Baltimore, MD 21201
(410) 767-1100
(800) 243-3425
(410) 767-1083 (TTY)
(410) 333-7943 (Fax)

If the Corporation is unable to resolve your complaint, it will be sent to the Department of Aging and the Office of Health Care Quality. You may request a hearing from that Office.

E. Holding Your Bed if You Leave the Facility

Leave of Absence

If you are on a leave of absence from the Facility for reasons other than a hospitalization, and are a private-pay resident or are receiving inpatient care reimbursed under the Medicare Program, the Corporation will hold your bed for as long as you pay for it at the current monthly or daily rate unless you notify the Corporation otherwise.

Hospitalization

If you are a private-pay resident or are receiving inpatient care reimbursed under the Medicare Program, the Corporation will hold a bed for as long as you pay for it at the current monthly or daily rate unless you notify the Corporation otherwise.

Third-Party Payers

Third-party payors may or may not have a bed hold policy. The Corporation will discuss this if it applies to you.

F. Transfer and Discharge

You have the right to remain here, and you may not be transferred or discharged against your will, unless both:

(i) the transfer or discharge is permitted under the terms of your Residence and Care Agreement or Residence and Services Agreement and

(ii) one of the following reasons exists for your transfer or discharge:

- (a) your condition has improved so that you no longer need the services we provide in this comprehensive care facility;
- (b) the transfer or discharge is necessary for your welfare and your needs cannot be met by this comprehensive care facility;
- (c) the health or safety of an individual in this Facility is endangered;
- (d) you, after reasonable and appropriate notice, have failed to pay (or through your insurers have failed to pay) for a stay at the Facility; or
- (e) this comprehensive care facility ceases to operate.

If the Corporation determines that the transfer or discharge is permitted under the terms of your Residence and Care Agreement or Residence and Services Agreement and identifies one of the reasons listed in (a) through (e) above for the transfer or discharge, the Corporation will:

- (i) comply with the terms of your Residence and Care Agreement or Residence and Services Agreement with respect to the transfer or discharge, and
- (ii) notify you and your family member, guardian, or representative by letter sixty (60) days in advance. The Corporation also will notify the Office of Health Care Quality and the Department of Aging.

If you are transferred because of an emergency situation, the Corporation will provide the required notice as soon as practicable. The involuntary discharge letter will contain the reasons for the transfer or discharge and its effective date, the location to which you will be transferred or discharged, the name of the staff person responsible for your discharge planning services, a proposed date for a discharge planning meeting, and your rights regarding discharge or transfer. The letter will also tell you how you can appeal the Corporation's decision to transfer or discharge you, by requesting a hearing, and will tell you what agencies you can call for assistance.

If you are to be discharged involuntarily, the Corporation will comply with current law in making discharge or transfer arrangements.

You and your next-of-kin or legal agent must cooperate and assist in the discharge planning, including cooperating with and assisting other facilities considering admitting you and cooperating with governmental agencies. If you or the Corporation believe that an abuse of funds contributed to the transfer or discharge for non-payment, you may, or the Corporation will, ask the Attorney General to investigate and make referrals to other governmental agencies.

5. Your Right to End This Contract

If you decide to end this Contract and leave the Facility, your bill becomes due and payable on the day you leave. You must give the Corporation 90 days' notice to terminate this contract. If you leave before the end of that time, you must still pay for each day of the required notice unless the Corporation fills the bed before the end of the notice period.

In the event you die while a resident of the Facility, please designate who you want the Corporation to contact:

Relative or Friend: _____

Funeral Home: _____

Unless you have instructed the Corporation otherwise, the Corporation will immediately contact the individual(s) listed above to make funeral arrangements. If the Corporation is unable to reach the individual(s), the Corporation will contact the funeral home directly.

6. Additional Documents

It is not possible to cover everything that is important to your stay in the Facility in the body of this Contract. Therefore, the Corporation has included additional important documents as Appendices. These Appendices are part of this Contract. Please verify that you received the Appendices and that the contents of the Appendices were explained to you by placing your initials on the line next to the description of each Appendix.

_____ Appendix 1. Private Pay

A. Items and Services Included in the Monthly or Daily Rate

B. Items and Services Not Covered by the Monthly or Daily Rate

_____ Appendix 2A. How to Apply for and Use Medicare and Medicaid Benefits

_____ Appendix 2B. Medical Assistance Nursing Facility Services (Medicaid Medical Eligibility Form)

_____ Appendix 3. For Medicare and Medicaid Residents: Items and Services Not Covered by Medicare or Medicaid

_____ Appendix 4. Policies and Procedures Concerning Your Personal Funds and Your Personal Property

_____ Appendix 5. Physicians Who Practice at the Facility

_____ Appendix 6. Services Provided by Outside Health Care Providers

7. Change in Law

Any provision of this Contract that is found to be invalid or unenforceable as a result of a change in State or Federal law will not invalidate the remaining provisions of this Contract and, it is agreed that to the extent possible, the Resident and the Corporation will continue to fulfill their respective obligations under this Contract consistent with the law.

IN WITNESS WHEREOF, the parties have executed this Contract on this _____ day of _____, 20_____.

General German Aged People's Home of Baltimore d/b/a Edenwald

By: _____

Name: Mark L. Beggs

Title: President and CEO

WITNESS:

RESIDENT:

APPENDIX 1

FOR PRIVATE PAY RESIDENTS

A. Items and Services Included in the Monthly or Daily Rate.

The items and services included in the daily or monthly rate, and their related charges, are listed below:

<i>Description of Items & Services Included in the Daily or Monthly Rate</i>
1. Room
2. Board
3. Social Services
4. Nursing care, including: <ul style="list-style-type: none"> a. The administration of prescribed medications, provision of treatments and diet; b. The provision of care to prevent skin breakdown, bedsores, and deformities; c. The provision of care to keep the resident comfortable, clean, and well-groomed; d. The provision of care to protect the resident from accident, injury, and infection; e. The provision of care necessary to encourage, assist, and train the resident in self-care and group activities.
5. Other

B. Items and Services Not Included in the Monthly or Daily Rate.

The items and services available in the Facility that are not included in the daily or monthly rate are listed below. You may be charged for these items and services if you (or your physician with your approval) ask for them and you receive them. If you are eligible for Medicare and/or have private insurance and you believe that Medicare and/or your private insurance may cover an item or service listed below, you should ask the Corporation to submit the bill to Medicare and/or your private insurance. (**NOTE:** The services marked (*) may have a separate supply charge. You will be notified of those charges at the time the supplies are ordered.)

<i>Description of Items & Services Not Included in the Daily or Monthly Rate</i>	<i>Charge</i>
Beauty and Barber*	See B&B Current Charges
Catheter Care* (available in limited instances)	N/A
Colostomy Care*	N/A
Decubitus Care*	N/A
Feeding/Special Diet	N/A
Incontinent Care*	N/A
Laundry*	N/A
Laboratory (billed by the laboratory; call Good Samaritan Hospital of Maryland, Inc. for charges)	As charged by provider
Oxygen Therapy*	Included in Daily Rate
Pharmacy (billed by the pharmacy; call Remedi Senior Care for charges)	As charged by provider

<i>Description of Items & Services Not Included in the Daily or Monthly Rate</i>	<i>Charge</i>
Radiology (billed by the radiologist; call MobilexUSA for charges”	As charged by provider
Rental Fees: a. Walker b. Geriatric chair c. Wheelchair d. Pressure mattress e. Trapeze (available in limited instances)	N/A
Suctioning* (available in limited instances)	N/A
Other	N/A

APPENDIX 2A

HOW TO APPLY FOR AND USE MEDICARE AND MEDICAID BENEFITS

PLEASE NOTE THAT, ALTHOUGH THE CORPORATION DOES NOT PARTICIPATE IN THE MEDICAID PROGRAM, IF YOU HAVE QUESTIONS, THE CORPORATION'S STAFF WILL ALSO HELP YOU.

What's Covered	<i>Medicare</i>	<i>Medicaid</i>
	<p>1. Care in a hospital;</p> <p>2. If you are admitted to an approved facility within thirty (30) days following a three-day qualifying hospital stay (not including the day of discharge), Medicare may cover up to 100 days of skilled nursing and rehabilitation care. This coverage depends on your medical condition, and whether your doctor orders the care on a monthly or daily basis (not including weekends). If these conditions are met, Medicare provides full coverage for the first 20 days. You must make a copayment after that. The following services are examples of skilled care:</p> <ul style="list-style-type: none"> a. Injections & feedings given through an IV; b. Tube feedings; c. Application of a dressing that involves prescription medication; d. Treatment of pressure ulcers; <p>3. Dietary services;</p> <p>4. Activities program;</p>	<p>Medicaid is a comprehensive program that will cover most of the costs of a nursing home stay in a participating facility.</p>

	<i>Medicare</i>	<i>Medicaid</i>
	<p>5. Room/ Bed maintenance services;</p> <p>6. Routine personal hygiene items;</p> <p>7. Medically-related social services;</p> <p>8. Rehabilitation based on physician orders;</p> <p>9. Medically necessary doctor's services.</p>	
Your Contribution	Medicare does not pay 100% of the cost of covered services. You will be required to pay part of the charges. Your payment may be called a “copayment,” “deductible” or “premium,” depending on the type of care provided. If you receive Medicaid, Medicaid may pay for any payment that you are responsible for under Medicare.	Depending on your income, you may be required to make a contribution toward the cost of your care. The amount of any contribution will be calculated by the local Department of Social Services. You will need to pay this contribution to the participating facility for every month in which you are eligible for Medicaid, including partial months.
Who Is Eligible	People 65 years old or older who are eligible to collect old-age benefits under Social Security are eligible. Persons who receive Social Security disability benefits for at least 24 months or have been found eligible for Medicare by the Social Security Administration because they have end stage renal disease requiring regular dialysis or kidney transplant are also eligible.	<p>Eligibility is based on your income and resources (assets):</p> <p>1. <u>Resources</u>: The local Department of Social Services will evaluate your resources (assets) and tell you whether you qualify. Generally, you cannot have more than \$2,500 in resources. The following are examples of things not counted as resources:</p> <ol style="list-style-type: none"> a. Your house if your spouse or dependent relative lives there or if you express an intent to return there; b. Household goods;

	<i>Medicare</i>	<i>Medicaid</i>
		<p>c. Personal property in your possession in the nursing home;</p> <p>d. A certain amount of money for burial arrangements.</p> <p>The value of other assets transferred within 60 months of your application for Medicaid may be considered as available to pay for your care at the participating facility.</p> <p>2. <u>Income</u>: You should contact the local Department of Social Services to find out whether your income makes you eligible. That phone number is listed on the next page. If you qualify, \$82 per month of your income is protected for your personal use while in the participating facility.</p> <p>3. <u>Assets</u>: The local Department of Social Services will also be able to evaluate your assets and tell you whether you qualify.</p>
		<p>NOTE: You will not be eligible for some period of time if you have transferred resources for less than fair market value to someone other than your spouse, or a blind or disabled child, within 60 months before you apply for Medicaid.</p> <p><u>Income</u>: If your income is less than the participating facility's private pay rate, you may be eligible. If you qualify, \$82.00 per month of your income is protected for your personal use while in the participating facility. Medicaid may protect other portions of your income as well.</p>

	<i>Medicare</i>	<i>Medicaid</i>
How to Apply	<p>Contact the local Social Security Office at the following address and phone number:</p> <p>Social Security Office 28 Alleghany Avenue, 4th Floor Towson, Maryland 21204 1-800-772-1213 1-800-325-0778 (TTY)</p>	<p>Contact the local Department of Social Services as the following address and phone number:</p> <p>Baltimore County Department of Social Services Drumcastle Government Center 6401 York Road Baltimore, MD 21212 (410) 853-3000 (410) 853-3955 (Fax)</p>
Who to Contact If You Have a Question or a Problem	<p>To learn more about Medicare coverage of nursing home expenses, and about how to appeal a Medicare denial of payment, contact the Medicare Contact Center Operations of the Centers for Medicare and Medicaid Services at 1-800-633-4227 (877-486-2048 TTY), or call the Senior Information and Assistance Program in your county.</p>	<p>If your application for Medicaid is denied, your coverage is terminated, or a service is not covered, you may appeal that decision according to the instructions contained in the notice provided to you.</p>
Retroactive Coverage	<p>Not applicable.</p>	<p>The nursing home services that you received in the 3 months prior to your application for Medicaid may be covered by Medicaid, if you specifically request this coverage.</p>

APPENDIX 2B

MEDICAL ASSISTANCE NURSING FACILITY SERVICES

Important Information - Please Read Carefully

PLEASE NOTE THAT, ALTHOUGH THE CORPORATION DOES NOT PARTICIPATE IN THIS PROGRAM, IF YOU HAVE QUESTIONS, THE CORPORATION'S STAFF WILL ALSO HELP YOU.

The Medical Assistance Program, also known as Medicaid, is a governmental program to help people pay their medical bills. To be eligible, one must be financially unable to pay the cost of medically necessary care. Eligibility, therefore, has two tests: (1) financial eligibility; and (2) medical eligibility. Financial eligibility is determined by the local Department of Social Services. Medical eligibility is determined by the Medical Assistance Program.

It is important to understand that even if you can no longer afford to pay for nursing facility care, Medical Assistance will not pay for nursing facility services unless you are also medically eligible for these services. You may obtain information regarding financial eligibility from the local Department of Social Services at no cost. If you want to know if you are medically eligible before you apply for Medical Assistance, for a nominal fee, you may obtain an assessment of your medical eligibility from the same contractor who currently functions as the State Review Agent for the Medical Assistance Program.

To obtain an assessment of your potential medical eligibility, you may call the current State Review Agent, Telligen, at 1-888-276-7075 or you may write to Telligen at:

Telligen
10330 Old Columbia Road, Suite 101
Columbia, Maryland 21046

Medical conditions of nursing facility residents change over time. Therefore, the assessment you receive is advisory only and is not binding on the Medical Assistance Program. The assessment will, however, assist you in making an informed decision regarding your need for nursing facility care or for less intensive community-based care. Community alternatives to nursing facility services are available. Information about community alternatives can be obtained from your Local Health Department, Adult Evaluation and Referral Services and from your local Area Agency on Aging Office.

If you want additional information regarding Medical Assistance nursing facility benefits, please do not hesitate to call the Maryland Department of Health, Division of Long-Term Care Services, at (410) 767-1712, and ask for the Nursing Facility Program Specialist.

APPENDIX 3

FOR MEDICARE RESIDENTS Items and Services Not Covered by Medicare

PLEASE NOTE THAT, ALTHOUGH THE CORPORATION DOES NOT PARTICIPATE IN THE MEDICAID PROGRAM, IF YOU HAVE QUESTIONS, THE CORPORATION'S STAFF WILL ALSO HELP YOU.

Items and services not covered by Medicare and related charges are listed below. You may be charged for these items and services if you (or your physician with your approval) ask for them and you receive them. The services marked with an (*) may have a separate supply charge. You will be notified of those charges at the time the supplies are ordered.

Item or Service	Charge
Audiology Services	As per provider
Beauty Salon and Barber Shop*	See B&B charges
Cosmetic and Grooming Items	Included
Dental Services (billed by Dentist)	As per provider
Flowers and Plants	N/A
Newspapers (and other reading materials)	As per vender
Occupational and Physical Therapy Services* (unless they are a part of a specialized rehabilitative therapy services program meeting certain regulatory requirements)	As per provider
Personal Clothing	N/A
Personal Comfort Items (including smoking materials)	N/A
Private Rooms	N/A
Privately Hired Nurses and Aides	
Services of Other Health Care Providers	See Appendix 6
Social Events and Entertainment Outside the Scope of the Facility's Activities Program	As per provider
Specially-Prepared or Alternative Food Requested Instead of Food Generally Prepared by the Facility	At time of event
Speech Therapy Services*	As per provider
Telephone	\$21 per month
Television	Included
Transportation by Ambulance to a Physician's Office	See current Charges

APPENDIX 4

POLICIES AND PROCEDURES CONCERNING YOUR PERSONAL FUNDS AND YOUR PERSONAL PROPERTY

A. Your Rights

- i. You have the right to keep and use your personal property, including some furnishings and clothing, so long as there is enough space and other residents are not inconvenienced. You also have the right to security for your personal possessions.
- ii. You have the right to manage your financial affairs unless a court determines that you are disabled, or the Social Security Administration selects an agent to receive Social Security funds for your use and benefit.
- iii. The Corporation cannot require you to deposit your personal funds with the Corporation. You may, however, choose any person to manage your funds, including the Corporation.
- iv. If you decide to have the Corporation manage your personal funds, you may withdraw your money that the Corporation keeps in the Facility during the Facility's business hours. If the Corporation has deposited any of your funds in a bank, you may obtain those funds within three banking days, provided the funds have cleared.
- v. If you need help to perform your banking transactions, you may give an employee of the Facility who has been approved by the Administrator legal authority to access your account. This authority is called a "limited power of attorney." To give an employee this authority, you will need to complete a special form. The form has been approved by the Maryland Department of Health and is available in the Facility.
- vi. You and your agent have the right, during normal business hours, to inspect the Corporation's written records that concern your personal funds.
- vii. You or any other person acting on your behalf have a right to file a complaint if either of you believes that your funds, valuables, or other assets have been stolen or damaged. The agencies to contact in order to make a complaint are listed below:
 - a. Maryland Department of Aging (for residents age 60 and older):
State Long-Term Care Ombudsman
301 West Preston Street
Suite 1007
Baltimore, MD 21201
(410) 767-1100
(800) 243-3425

(410) 333-7943 (Fax)

- b. The local Department of Social Services (for persons of any age):
Baltimore County Department of Social Services
Drumcastle Government Center
6401 York Road
Baltimore, MD 21212
(410) 853-3000
(410) 853-3955 (Fax)

- c. The Office of Health Care Quality (regardless of your age):
7120 Samuel Morse Drive
Second Floor
Columbia, MD 21046
(410) 402-8110
(877) 402-8219
(800) 735-2258 (TTY)
(410) 402-8234 (Fax)

- d. Baltimore County Department of Aging
611 Central Avenue, Mailstop 1102H
Towson, MD 21204
(410) 887-2594
(410) 887-2015 (Facsimile)

B. The Corporation's Responsibilities

- i. The Corporation will provide a reasonable amount of secure space for you to keep your clothing and other personal property. The Corporation must investigate any damage to or loss of your personal property.

- ii. If you want the Corporation to manage \$50.00 or less of your personal funds, the Corporation will deposit this money in a non-interest-bearing account or a petty cash fund.

- iii. If you want the Corporation to manage more than \$50.00 of your personal funds, the Corporation will deposit this money in an interest-bearing account that is insured by the federal government. This account will be separate from the accounts the Corporation uses to operate the Facility. In addition, the Corporation will credit you with all interest earned on your money.

- iv. The Corporation will maintain a full, complete, and separate monthly or daily accounting of your personal funds, which is available to you for inspection. The Corporation will also provide you with a quarterly statement of the activity of your account.

- v. We may not use your personal funds to pay for an item or service that Medicare or Medicaid covers.
- vi. The Corporation will maintain adequate fire and theft coverage to protect your funds and personal property that are kept at the Facility. The Corporation shall also obtain a surety bond or otherwise assure² the security of your personal funds that are deposited with the Facility.
- vii. If you are discharged, there are several things the Corporation must do:
 - a. The Corporation will immediately return your personal funds in the Corporation's possession. If the Corporation has deposited your personal funds in a bank account, the Corporation will make this money available to you or your agent within three banking days; and
 - b. If we are your representative payee for Social Security benefits, the Corporation will promptly ask the Social Security Administration to name a new representative payee and the Corporation will transfer your money to that person.
- viii. In the event of your death, there are several things the Corporation must do:
 - a. The Corporation will convey your personal funds and a final accounting of those funds to the person in charge of administering your estate within 30 days;
 - b. The Corporation will immediately notify any government agency that paid for all or part of your care in the Facility. That agency shall have the right to assist the Corporation in determining what to do with your property;
 - c. If a government agency did not pay for your care, the Corporation will immediately notify your agent or next of kin to determine what to do with your property;
 - d. If the Corporation has your funds, valuables or other assets in its possession, the Corporation will hold them until the appointed personal representative of your estate presents a copy of the certified Letters of Administration to the Corporation, or until the Corporation receives authorization from another legal representative as established by State law;
 - e. The Corporation will make reasonable attempts to locate your personal representative and your heirs. If no claim is made on your funds, valuables, or other assets in the Corporation's possession within six weeks of your death, the Corporation will write the State Office of the Comptroller for direction.
- ix. If the Corporation is in possession of your funds, valuables or other assets for more than one year from the date of your transfer or discharge, the Corporation will transfer your funds, any interest on your funds, and your valuables or other assets to the State Office of the Comptroller. The Corporation will also notify the Comptroller' s Office of any account(s) in your name of which the Corporation has knowledge.

² CMS has determined that neither self-insurance nor FDIC insured accounts are an acceptable alternative.

APPENDIX 5

PHYSICIANS WHO PRACTICE AT THE FACILITY

<i>Physician's Name</i>	<i>Physician's Address & Telephone Number</i>
Marcelino Albueme, M.D. Medical Director, Edenwald	800 Southerly Road Towson, MD 21286 410-339-6174
Richard Berg, M.D. *Note- currently not taking on new patients	2700 Quarry Lake Dr #260, Baltimore, MD 21209 (410) 585-2860
Michael Ankrom M.D. GBMC Geriatric Group	6701 N. Charles Street Suite 4105 Baltimore, MD 21204 443-849-3184
Anisa Ziad Mirza, M.D. LifeBridge Health	849 Fairmount Ave, Suite 100B Towson, MD 21286 410-469-4981
Bruce Rosenberg, M.D. *Note- currently not taking on new patients	21 West Road Suite 100 Towson, MD 21204 410-296-6665
Robert Cooper, M.D. *Note- currently not taking on new patients	6505 Park Heights Avenue Baltimore, Maryland 2121 5 410-358-2397
Jeffrey S. Alexander, M.D. *Note: VIP program; does not participate in Medicare/Insurance; annual membership cost. *Note: For Edenwald residents, they will try their best to accept new patients, but generally accept on case by case basis	120 Sister Pierre Drive, Suite 101 Towson, MD 21204 443-901-0301

APPENDIX 6

SERVICES PROVIDED BY OUTSIDE HEALTH CARE PROVIDERS

Some of the services available in the Facility, such as pharmacy services, are provided by outside health care providers. These services, and information about the providers, appear below. You are free to pick your own provider or to use one of those listed below.

<i>Type of Service</i>	<i>Provider's Name, Address & Telephone Number</i>	<i>Whether the Facility Has a Shared Ownership Interest with the Provider</i>
Diagnostic Services	MobilexUSA 930 Ridgebrook Rd. Sparks, MD 21152-9390 443-662-4100	NO
Laboratory Services	Good Samaritan Hospital of Maryland, Inc. 5601 Loch Raven Blvd. Baltimore, MD 21239 443-444-4116	NO
Laboratory Services	CIAN Diagnostics 5330 Spectrum Drive, Suite I Frederick, MD 21703 240-396-4345	NO
Therapy Services	Assisted Rehab, Inc. P.O. Box 680 Riderwood, MD 21139-0490 410-489-5677	NO
Institutional Pharmacy	Remedi Senior Care 9006 Yellow Brick Road Baltimore, MD 21237 443-927-8404	NO
Medical Supplies	McKesson 323 Elinor Ave Towson, MD 21286 1-800-347-2456	NO
Medical Supplies	Medline Industries, Inc.	NO

<i>Type of Service</i>	<i>Provider's Name, Address & Telephone Number</i>	<i>Whether the Facility Has a Shared Ownership Interest with the Provider</i>
	One Medline Place Mundelein, IL 60060 1-800-633-5463	
Diagnostic Services	Dynamic Imaging 110 Wellbourne Dr. 3 rd Fl. Henrico, VA 23229 1-866-483-9729	NO
"Wellspring Cardiac Care"	Dr. Iorge Secada-Lovio 1122 Kenilworth Drive Suite 214 Towson, MD 21204 410-321-9701	NO
Audiology and Hearing Care Services	Ron Kaplan, Au.D. 8818 Centre Park Drive Suite #107 Columbia, MD 21045 410-740-4885	NO
Dental Services	Thomas Weiss, DMD 9832 York Road, Suite 2C Cockeysville MD, 21030 410-666-9266	NO
Podiatry Services	Joseph Dove, DPM 8817 Bel Air Road, Ste. 109 Nottingham, MD 21236-2445 410-870-3325	NO
Dermatology Services	Onsite Dermatology 902 Clint Moore Road Suite 227 Boca Raton, FL 33487 877-345-5300	NO
Behavioral Health Services	CounterPoint Health Services P.O. Box 307 Simpsonville, MD 21150	NO

<i>Type of Service</i>	<i>Provider's Name, Address & Telephone Number</i>	<i>Whether the Facility Has a Shared Ownership Interest with the Provider</i>
	443-545-9217	