February 3, 2021

Kevin McDonald
Chief, Certificate of Need Section

Jeanne-Marie Gawel
Program Manager, Certificate of Need Section

4160 Patterson Avenue
Baltimore, MD 21215

RE: MH Adelphi Operating, LLC dba Hillhaven Nursing and Rehabilitation Center CON Application to add 16 CCF Beds in Prince George's County, Completeness Review Responses

Dear Mr. McDonald and Ms. Gawel,

This letter is in response to the correspondence dated January 14, 2021 and January 21, 2021 requesting additional information for the completeness review of the above named Certificate of Need Application.

Per email correspondence on January 28, 2021, Hillhaven received an extension to complete the revised tables and questions 12 and 18. Responses to the remaining questions, related supporting documentation, and my affirmation are attached.

Four hard copies have been sent to the Commission's office, and a full package sent electronically in Word, Excel, and PDF formats, to Ruby Potter (ruby.potter@maryland.gov).

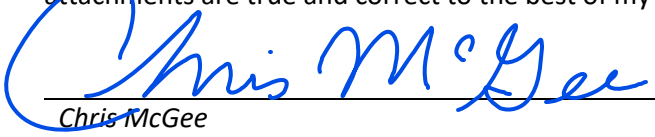
Should you have any questions regarding this matter, please contact me at (410) 330-9926 or our consultant Nancy M. Lane at (919) 754-0303.

Sincerely,

Chris McGee
Vice President of Operations
Meridian Senior Living, LLC

AFFIRMATION

I hereby declare and affirm under the penalties of perjury that the facts stated in this application and its attachments are true and correct to the best of my knowledge, information, and belief.



February 3, 2021

Chris McGee
Vice President of Operations
Meridian Senior Living, LLC

Date

COMPLETENESS QUESTIONS

PART 1: PROJECT IDENTIFICATION AND GENERAL INFORMATION

1. *In addition to the information provided concerning the owners of the realty, operating, and management companies, please provide a chart showing the organizational structure of the Hillhaven community.*

   Please see Exhibit 21 for a copy of the organizational structure of the Hillhaven community.

2. *Please project the dates on which you expect to apply for state, local, and environmental approvals for the proposed project.*

   All schedules are subject to the date of the CON approval and subject to county and regulatory body staff adjustments to cope with the COVID-19 pandemic. All dates are subject to regulatory staff availability and responsiveness. The applicant expects work on these approvals to commence within 30 days of receipt of the CON and to be complete within six months.

   Subject to those reservations, Hillhaven expects to apply for state, local, and environmental approvals for the proposed project according to the schedule in the following table.

Approval Type	Level / Agency	Estimated Application Date
Certificate of Need received		1-Jul-21
Preliminary Subdivision Plan Parcels 23 & 24	Prince George's County	16-Jul-21
Bicycle/ Pedestrian Impact Statement	Prince George's County	16-Jul-21
Revision of Special Exception Site Plan - Zoning	M-NCPPC	31-Jul-21
Environmental Site Development Grading, Erosion & Sediment Control Plan	SCD	31-Jul-21
Type II Tree Conservation Plan Update	M-NCPPC	31-Jul-21
Landscape and Site Lighting Plan	M-NCPPC	31-Jul-21
Planning Board Hearing	M-NCPPC	31-Jul-21
Storm Water Management Plan	DPIE	30-Aug-21
Final Grading Erosion and Sediment Control Plan	SCD	29-Sep-21
Paving Plan	DPIE	29-Sep-21
Right of Way and Road Improvement Plan	MSHA	29-Sep-21
Site Utility Plan	WSSC	29-Sep-21

Approval Type	Level / Agency	Estimated Application Date
Site Development Fine Grading Permit	SCD	29-Sep-21
Architectural and Engineering Plan Review	MD DOH Office of Health Care Quality	13-Nov-21
Building Plan Review	PG County Building Plan Review Division	23-Nov-21

Acronyms
DPIE - Prince George's County Department of Permitting Inspection and Enforcement
M-NCPPC - Maryland National Capital Park and Planning Commission - PG County
DPW&T - PG County Department of Public Works and Transportation
WSSC - Washington Suburban Sanitary Commission
SCD - Prince George's Soil Conservation District

3. *Aside from the CCF beds, please describe and enumerate the number of other beds that comprise the Hillhaven community (Assisted Living, Memory Care, Other).*

   In addition to the 66 CCF beds, Hillhaven has 62 assisted living beds of which 23 are memory care.

4. *Please explain why Exhibit 1 refers to the applicant as Hillhaven Assisted Living Center, when the applicant for this CON is not an assisted living facility, but a comprehensive care facility. The chart in Exhibit 1 should use the correct legal name.*

   The original chart included an error. Please see a corrected Exhibit 1 attached to this document.

5. *The owners of the real property and bed rights listed on pp. 4 and 5 show addresses in Bethesda Maryland. This conflicts with the information on Exhibit 1, which shows a Delaware address for all of the parties. Please clarify.*

   These are Delaware corporations registered in Maryland. See attached documentation in Exhibit 1.

6. *Your project description states that 10 of the existing double occupancy rooms will operate as single occupancy after the proposed project completion. You state you will not occupy these 10 beds without proper authorization. What measures will you put in place to show that these 10 beds will not be operationalized without authorization?*

   Hillhaven has developed a policy to ensure that these 10 beds will not be operationalized without authorization. Please see Exhibit 22 for a copy of the policy.

THE STATE HEALTH PLAN

Medical Assistance Participation

7. *Please provide a copy of Hillhaven's current Medicaid MOU.*

   We understood that prior owners had a Medicaid Memorandum of Understanding with MHCC. However, we have been unable to find a copy. Perhaps there is a copy in the MHCC files. If none can be found, the Applicant agrees to sign a written Memorandum of Understanding with Medicaid to maintain the proportion of Medicaid patient days required by .05A(2)(b) of this Chapter.

8. *Upon approval of your CON application the required level of Medicaid participation in Prince George's County 42.2% of patient days. You state that you will meet this standard, but the data presented in Table G shows Hillhaven's proportion of patient days allotted to Medicaid patients has been 26%, 36%, and 39% over the last three calendar years. Considering past performance, please explain the applicant's plan to meet this benchmark going forward.*

   During the COVID-19 pandemic response, Hillhaven increased its working relationships with discharge planners in area hospitals, accepting placements as quickly as possible to free up the inventory of open acute care beds. One outcome of that initiative is an increase in admission of Medicaid beneficiaries. Although Hillhaven did not reach 42.2% Medicaid days in 2020, the pattern of the last three years clearly shows annual increases. A net 3.2% increase over the next four years is highly reasonable in light of these recent trends. The proposed new unit will also make it easier for Hillhaven to accommodate longer-stay Medicaid beneficiaries in the existing beds.

Community Based Services

9. *Please provide evidence of the use of Section Q of the Minimum Data Set (MDS) documenting resident awareness of community-based alternatives to nursing home care. Evidence may include a MDS policy that addresses section Q, a sample copy of a completed section Q (with PHI removed), a copy of a completed MDS transmission (with PHI removed).*

   Please see Exhibit 24 for a sample copy of a completed Section Q with the PHI removed.

10. *Please provide a copy of your discharge planning policy as evidence of discharge planning being provided in at least 6-month intervals for the first 24 months of the resident stay in the CCF.*

    Please see Exhibit 25 for a copy of Hillhaven's discharge planning policy, which involves three-month intervals for the period.

11. *Please provide evidence of the facility access given to providers of community-based care. Evidence may include a letter from a community-based partner (or the Ombudsman) documenting access to the facility for the purpose of providing residents information on community-based resources, flyers from resident/family counsel that included community-based services or visitor sign in sheets that show community-based providers visiting the facility.*

    Please see Exhibit 26, which includes recent email correspondence from Jessie Williams-Jordan, Long Term Care Ombudsman for Prince George's County, documenting an ongoing relationship with Hillhaven. It also contains a copy of its visitor sign-in sheets, for evidence of facility access given to providers of community-based care.

Specialized Unit Design

13. *Please provide a copy of your 24-hour dining menu options and resident activity calendar to demonstrate your resident-centered programs.*

    Please see Exhibit 27 for a copy of Hillhaven's 24-hour dining menu options and resident activity calendar.

Renovation or Replacement of Physical Plant

14. *If applicable, please list any current life safety code waivers at the facility.*

    Hillhaven has one life safety code waiver regarding its elevator. Pursuant to the Executive Order, elevator certificates of inspection have been suspended during the COVID-19 state of emergency. Please see Exhibit 28 for a copy of the waiver.

Collaborative Relationships

15. *To successfully respond to this standard, an applicant should document its links with at least one of EACH of the types of providers mentioned – i.e., hospitals, hospice programs, home health agencies, assisted living providers, Adult Evaluation and Review Services, and adult day care programs. Such documentation can be by means of letters or contracts. Please see the problems with the documentation staff has enumerated below and remedy the situation.*

    a. *Your routine contract with Capital Hospice is not signed, nor is your inpatient contract*
    b. *Your palliative care contract is not signed*
    c. *Your pharmacy contract is not signed and is cut-off*
    d. *Your diagnostic contract is not signed and is cut-off*
    e. *Your lab contract is not signed and is cut-off*
    f. *For radiation services you provided a certificate of insurance liability but no contract*
    g. *Your Durable Medical Equipment (DME) contract is not signed*
    h. *Your CareFirst insurance contract is cut-off*
    i. *There is no contract provided for Respiratory Therapy (not needed per the Standard but you state you would provide)*

       For contracts listed in a-i, please see replacement Exhibit 11 attached to this document, which contains signed versions of and signature pages associated with each contract. Capital Hospice has been removed and replaced with Holy Cross Home Care & Hospice, Montgomery Hospice, and Amedisys Hospice. Also, Roberts Home Medical's DME contract has been removed and replaced with AdaptHealth's DME contract.

    j. *Some of your contracts (such as transfer agreements) have you named as an Assisted Living-please explain this discrepancy and correct your contracts to have your CCFs correct legal name*

       Many of the contracts between the applicant and vendors / services provided in Exhibit 11 were formed prior to the transfer of ownership to MH Adelphi Operating, LLC. While the ownership and name changes have not interrupted service to Hillhaven, the applicant recognizes the need to update contracts with the new legal name. Hillhaven is working to correct this oversight. Exhibit 23 includes a sample of the letter sent to each provider in Exhibit 11 alerting them to the ownership change and new legal name, and requesting updated contracts. Hillhaven will be working with these vendors and updating these contracts over the next month.

    k. *Although a contract is not needed, please also document your working relationship with Prince George's County AERS via a letter with your AERS contact or a sample AERS evaluation (PHI removed)*

       Please see Exhibit 29 for a sample AERS evaluation with PHI removed documenting Hillhaven's working relationship with Prince George's County AERS.

16. *Roberts Home Health is listed as your Home Health provider. Roberts is a DME provider, not a provider of Certified Home Health Care, which is what the standard requires. Please provide documentation of your collaboration with Certified Home Health agencies (multiple for patient choice) to facilitate home based care after discharge.*

    Hillhaven has working relationships with many Certified Home Health agencies. This relationship does not require formal contracts. Hillhaven provides information to patients about Certified Home Health agencies and assists them in choosing the best fit for their needs. Please see Exhibit 30 for a list of agencies with whom Hillhaven works.

NEED

17. *Regarding the Physical Plant, other than your stated need for more private rooms please describe other issues/concerns including age of physical plant if any that are impacting care?*

    The building has no formal reception area. As a result, the traffic pattern to resident rooms takes patients, staff, and visitors through patient living areas. The small reception addition will substantially reduce this traffic pattern and improve resident privacy.

    On-site parking in this urban neighborhood is limited. Elevating the new unit will add a few more parking slots under the new unit.

    In recent years, owners have made substantial investments in the existing plant in recent years to improve infrastructure and resident common areas, including a new area for rehabilitation therapies. Additional space and the layout associated with this project will provide direct access to improved areas, and reduce staff travel distances to break areas and other staff support functions.

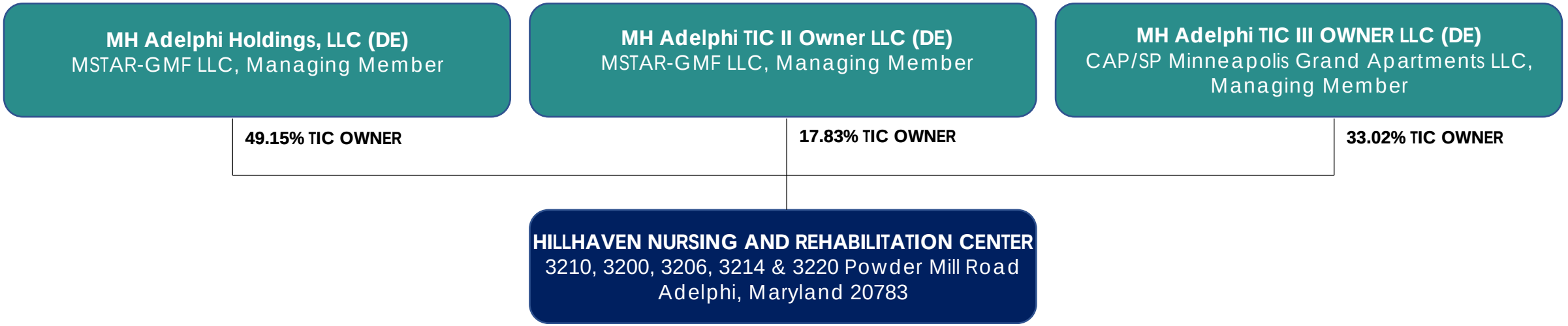
EXHIBITS

Per instructions from the Maryland Health Care Commission, exhibits referenced in responses for completeness review are numbered consecutively from the original application exhibits, unless identified as a replacement; replacements are numbered as they were in the original application. The table below identifies the attached exhibits as replacement or new.

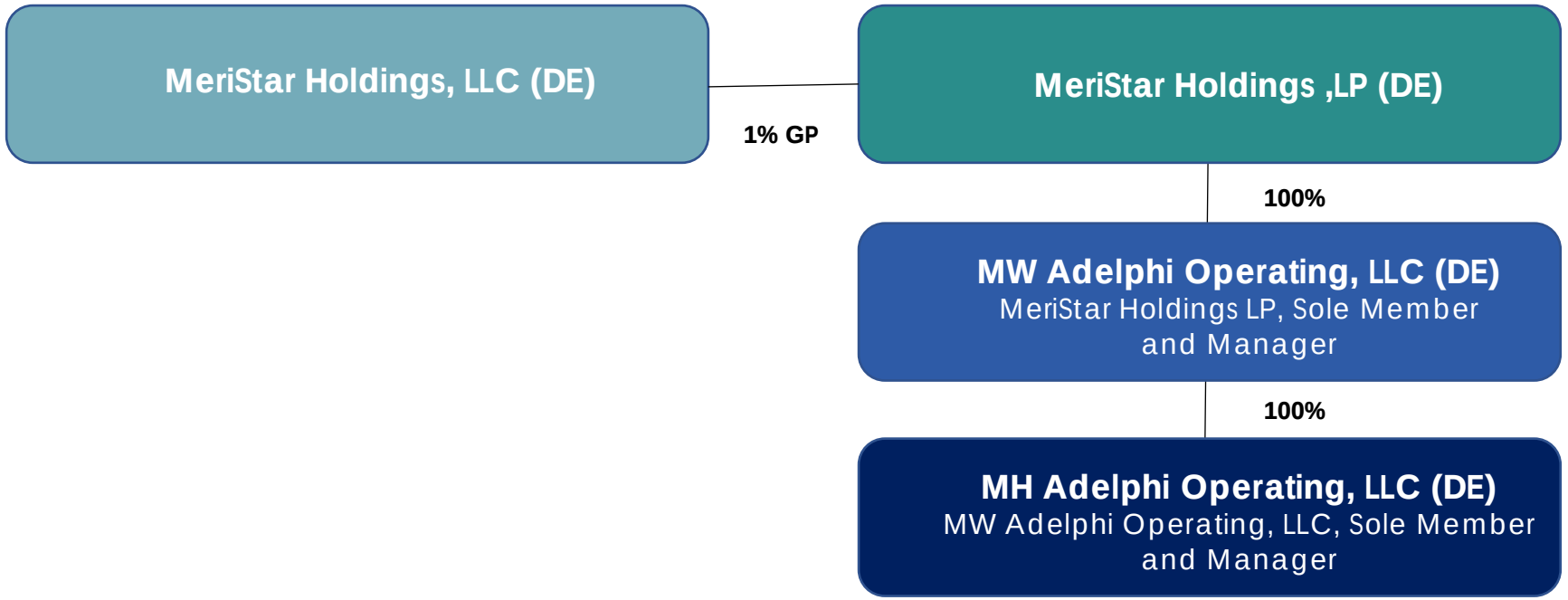
No.	Description	Replacement / New
1.	Entity Organization Charts and Registrations	Replacement
11.	Hillhaven Collaborative Agreements, Excerpts	Replacement
21.	Hillhaven Community Organizational Chart	New
22.	Daily Bed Management Policy	New
23.	Contract Update Request Letters	New
24.	Hillhaven MDS Policy and Sample Copy of Completed Section Q	New
25.	Hillhaven Discharge Policy	New
26.	Hillhaven Access to Community-Based Care	New
27.	Hillhaven 24-Hour Dining Menu and Resident Activity Calendar	New
28.	Life Safety Code Waiver	New
29.	Sample AERS Evaluation	New
30.	Home Health Agencies	New

Exhibit 1

Hillhaven Nursing and Rehabilitation Center
Property Ownership Organization Chart



Hillhaven Nursing and Rehabilitation Center
Operating Company Organizational Chart



State of Maryland
Department of
Assessments and Taxation

Charter Division

Larry Hogan
Governor
Michael L. Higgs
Director

Date: 2/21/2018

William Zayac
25 ROBERT PITT DR STE 204
MONSEY NY 10952

THIS LETTER IS TO CONFIRM ACCEPTANCE OF THE FOLLOWING FILING:

ENTITY NAME : MH Adelphi TIC II Owner LLC

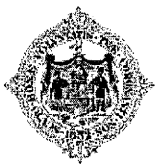
DEPARTMENT ID : Z18604199
TYPE OF REQUEST : Non Maryland Limited Liability Company Registration
DATE FILED : 2/19/2018
TIME FILED : 5:08 PM
FILING NUMBER : 5000000001661270
CUSTOMER ID : 5000194480
WORK ORDER NUMBER: I805000236

PLEASE VERIFY THE INFORMATION CONTAINED IN THIS LETTER. NOTIFY THIS DEPARTMENT IN WRITING IF ANY INFORMATION IS INCORRECT. INCLUDE THE CUSTOMER ID AND THE WORK ORDER NUMBER ON ANY INQUIRIES. EVERY YEAR THIS ENTITY MUST FILE A PERSONAL PROPERTY RETURN IN ORDER TO MAINTAIN ITS EXISTENCE EVEN IF IT DOES NOT OWN PERSONAL PROPERTY. THE RETURN IS FOUND ON THE SDAT WEBSITE.

EFFECTIVE DATE	: 2/19/2018
STATE OF FORMATION	: DE
PRINCIPAL OFFICE	: 650 Madison Avenue New York NY 10022
RESIDENT AGENT	: Simon Marciano 1700 Reisterstown Road, Suite 210 Pikesville MD 21208

State of Maryland
Department of
Assessments and Taxation

Charter Division



Larry Hogan
Governor
Michael L. Higgs
Director

Date: 2/21/2018

William Zayac
25 ROBERT PITT DR STE 204
MONSEY NY 10952

THIS LETTER IS TO CONFIRM ACCEPTANCE OF THE FOLLOWING FILING:

ENTITY NAME : MH Adelphi TIC III Owner LLC

DEPARTMENT ID : Z18604132
TYPE OF REQUEST : Non Maryland Limited Liability Company Registration
DATE FILED : 2/19/2018
TIME FILED : 4:29 PM
FILING NUMBER : 5000000001660595
CUSTOMER ID : 5000194469
WORK ORDER NUMBER: I805000227

PLEASE VERIFY THE INFORMATION CONTAINED IN THIS LETTER. NOTIFY THIS DEPARTMENT IN WRITING IF ANY INFORMATION IS INCORRECT. INCLUDE THE CUSTOMER ID AND THE WORK ORDER NUMBER ON ANY INQUIRIES. EVERY YEAR THIS ENTITY MUST FILE A PERSONAL PROPERTY RETURN IN ORDER TO MAINTAIN ITS EXISTENCE EVEN IF IT DOES NOT OWN PERSONAL PROPERTY. THE RETURN IS FOUND ON THE SDAT WEBSITE.

EFFECTIVE DATE	: 2/19/2018
STATE OF FORMATION	: DE
PRINCIPAL OFFICE	: 650 Madison Avenue New York NY 10022
RESIDENT AGENT	: Simon Marciano 1700 Reisterstown Road, Suite 210 Pikesville MD 21208

State of Maryland
Department of Assessments and Taxation

Charter Division

Larry Hogan
Governor

Michael L. Higgs
Acting Director

Date: 10/05/2017

CSC-LAWYERS INCORPORATING SERVICE
COMPANY
7 ST. PAUL STREET
SUITE 820
BALTIMORE MD 21202

THIS LETTER IS TO CONFIRM ACCEPTANCE OF THE FOLLOWING FILING:

ENTITY NAME	: MH ADELPHI HOLDINGS, LLC
DEPARTMENT ID	: Z18309963
TYPE OF REQUEST	: REGISTRATION
DATE FILED	: 10-05-2017
TIME FILED	: 10:51 AM
RECORDING FEE	: $100.00
EXPEDITED FEE	: $50.00
FILING NUMBER	: 1000362010672162
CUSTOMER ID	: 0003588567
WORK ORDER NUMBER	: 0004805144

PLEASE VERIFY THE INFORMATION CONTAINED IN THIS LETTER. NOTIFY THIS DEPARTMENT IN WRITING IF ANY INFORMATION IS INCORRECT. INCLUDE THE CUSTOMER ID AND THE WORK ORDER NUMBER ON ANY INQUIRIES. APRIL 15 THE FOLLOWING YEAR, AND EACH YEAR THEREAFTER, AN ENTITY SHALL SUBMIT A REPORT ON PERSONAL PROPERTY TO THE DEPARTMENT IN ORDER TO MAINTAIN ITS EXISTENCE, EVEN IF IT DOES NOT OWN ANY PERSONAL PROPERTY. A PERSONAL PROPERTY RETURN FORM CAN BE FOUND ON THE SDAT WEBSITE.

Charter Division
Baltimore Metro Area (410) 767-1350
Outside Metro Area (888) 246-5941

0010796488

CACCPT

ENTITY TYPE:	ENTITIES OTHER THAN CORPORATIONS
EFFECTIVE DATE:	10-05-2017
STATE OF FORMATION:	DELAWARE
PRINCIPAL OFFICE:	SUITE 205 1300 SPRING ST SILVER SPRING MD 20910
RESIDENT AGENT:	CSC-LAWYERS INCORPORATING SERVICE COMPANY 7 ST. PAUL STREET SUITE 820 BALTIMORE MD 21202

State Department of Assessments and Taxation

LIMITED LIABILITY COMPANY REGISTRATION
(FEE $100.00)
(For non-Maryland Limited Liability Company)

*****This document must be accompanied by written proof of existence from the home state, equivalent of a Certificate of Good Standing.*****

1) Full legal name in home jurisdiction: MH ADELPHI HOLDINGS, LLC

2) Name it will use in Maryland if different from above:

(Must include "Limited Liability Company" or "LLC")

3) State of Formation: DE

4) Date of Formation: 10/03/2017

5) Principal Office Address: 1300 Spring Street, Suite 205, Silver Spring, MD 20910

6) Nature of Business in Maryland: Operation and management of assisted living facility

7) Name and Address (No P.O. Boxes) of Resident Agent for Service of Process in Maryland:
CSC-Lawyers Incorporating Service Company
7 St. Paul Street, Suite 820, Baltimore, MD 21202

If no Resident Agent in Maryland is named or if the Agent cannot be found or served, this Department is appointed as Resident Agent of this Limited Liability Company.

Has this Limited Liability Company done business in Maryland prior to this registration?
Yes No √
(If yes, an additional **$200 Penalty** Must accompany this registration)

Timothy P

(Signed: Authorized Person)

I hereby consent to my designation in this document as resident agent for this Limited Liability Company.
CSC-Lawyers Incorporating Service Company

By:
(Signed: Resident A

Elinam Renner- Assistant Vice President
847875-10 EYR

09/13

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "MH ADELPHI HOLDINGS, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FOURTH DAY OF OCTOBER, A.D. 2017.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "MH ADELPHI HOLDINGS, LLC" WAS FORMED ON THE THIRD DAY OF OCTOBER, A.D. 2017.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.

Jeffrey W. Bullock, Secretary of State

6566710 8300

SR# 20176476064

Authentication: 203342415

Date: 10-04-17

You may verify this certificate online at corp.delaware.gov/authver.shtml

Exhibit 11

Speech Pathology

F.E.E.S. SERVICES AGREEMENT

This F.E.E.S. service agreement ("Agreement") is made as of **12-03-2020** between Carolina Speech Pathology, LLC ("Provider"), whose place of business is 130 Salem Towne Court, Apex North Carolina 27502 and **Hillhaven Nursing and Rehabilitation Center** whose place of business is **750 Dual Highway, Hagerstown, MD 21740**.

RECITALS

Customer owns and/or operates the nursing home(s) and/or contract facility (the "Facility" or "Facilities") and Customer desires to purchase dysphagia management services performed using Fiberoptic Endoscopic Evaluation of Swallowing Study(s) ("F.E.E.S.", whether singular or plural) from Provider (the "Services") for the residents (the "Residents") of the Facilities. Provider desires to furnish the Services to the Residents on the terms set forth herein.

TERMS

Therefore, in consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Services to be Provided. Consistent with Provider's capability, Provider agrees to perform the Services in accordance with a physician's written orders, for the benefit of the Residents.

2. Responsibilities of Provider.

2.1 Provider shall provide qualified licensed Speech Language Pathologists and clinically qualified Speech Pathology Swallowing Specialists to perform F.E.E.S. as defined by the American Speech Language Hearing Association.

2.2 Provider shall perform F.E.E.S. in accordance with (i) professional standards generally accepted in the healthcare industry, (ii) applicable laws, regulations and guidelines, and (iii) the policies and procedures communicated by Provider.

2.3 Provider agrees to maintain and, in accordance with applicable law, make available to Customer at all reasonable times (and if feasible, within 24 hours of the F.E.E.S.), all F.E.E.S. results and other records reasonably required by Customer or by any fiscal intermediary, governmental agency, or any other party to whom billings are rendered for Services hereunder.

2.4 Provider agrees that it will (i) not use or further disclose protected health information ("Protected Health Information") obtained or accessible by it as a result of its performance under this Agreement other than as necessary to perform this Agreement and as permitted by law, (ii) use appropriate safeguards to prevent the unauthorized use or disclosure of such Protected Health Information, (iii) report to Customer any impermissible use or disclosure of Protected Health Information of which it becomes aware, (iv) ensure that any of Provider's agents, including subcontractors, to whom it provides Protected Health Information, agree to restrictions similar to those contained in this provision, (v) make available Protected Health Information to the individual who has a right of access under State and/or Federal law or regulation, (vi) make available Protected Health Information for lawful and appropriate modification and incorporate such modifications in the Protected Health Information, (vii) make available the information legally required to provide an accounting of Protected Health Information disclosures, as necessary, (viii) make its internal practices, books and records relating to the use and disclosure of Protected Health Information created or received by Provider in connection with this Agreement, available to the Secretary of the Department of Health and Human Services as necessary to confirm Provider's compliance with Federal regulations, and (ix) at the termination of this Agreement, return to Customer or confirm to Customer the destruction of all Protected Health Information received from Customer in connection with this Agreement.

2.5 Provider shall perform background checks through WV Cares for all Speech Language Pathologies who will be performing F.E.E.S. at Customer facilities.

3. Responsibilities of Customer.

3.1 Customer agrees that, for one year from the Effective Date, it will refer to Provider, opportunities to perform the Services at the Facilities. It is the parties' intention that Provider will be the sole and exclusive provider of F.E.E.S. to the Residents during the term of this Agreement. Notwithstanding the foregoing, and in accordance with Federal, State and Medicare rules, Customer may use procedures on its Residents other than an Endoscopic Swallowing Study for the diagnosis and treatment of dysphagia or any offsite provider of Endoscopic Swallowing Studies.

3.2 Customer agrees to provide and maintain adequate space at the Facilities for Provider's performance of Services during the term of this Agreement.

3.3 At the request of Provider or a Therapist, Customer agrees to provide nurses and other Customer personnel to assist Residents receiving Services.

3.4 To the extent permitted by law, Customer shall be solely responsible for billing Residents and/or their respective governmental or other third party payors for Services provided by Provider hereunder, provided that all billing practices shall conform to applicable law.

3.5 Customer agrees to assume administrative responsibility for direct patient care rendered to Residents.

3.6 Customer agrees to incorporate the Services into the scope of services offered by Customer to Residents.

4. Fees.

4.1 Customer agrees to compensate Provider for the Services rendered to the Residents the rate of $395 (three hundred and ninety-five dollars) per patient per study.

change the terms of this Agreement, or (ii) by virtue of the existence of this Agreement, it has or will have a material adverse affect on either party, then Provider and Customer agree to negotiate in good faith to reform this Agreement to the minimum extent necessary to accommodate such Legal Development.

23. **Survival**. All provisions of this Agreement as to which enforcement or effect is contemplated to continue after termination, including without limitation Sections 8, 10, 11 and 13 and all accrued financial obligations, shall survive the termination of this Agreement.

24. **Attorney's Fees.** Except as set forth herein, in the event any dispute arising hereunder or with respect to this transaction is submitted to arbitration or litigation, the substantially prevailing party shall be entitled to recover reasonable attorney's fees, costs and expenses incurred in the proceeding.

25. **No Third-Party Beneficiaries.** Nothing in this Agreement shall entitle any person (including, without limitation, Residents) to any rights as a third-party beneficiary under this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement in multiple original counterparts as of the Effective Date.

Stuart Bradley
Carolina Speech Pathology, LLC

By: _____
Stuart Bradley
CEO, Owner

Customer: **Hillhaven Nursing and Rehabilitation Center**

By: (Signature) Maurice McIntyre

Name: Maurice McIntyre

Title: Administrator

AGREEMENT TO PROVIDE LABORATORY SERVICES

This Agreement ("Agreement") is made and entered into this 27 day of Sept by and between **(Name of Facility)** ("Community"), with its principal place of business located at (Address of Facility), and **Diamond Medical Laboratories**, a clinical laboratory corporation ("Laboratory"), with its principal place of business located at 66 Painters Mill Road Suite 200, Owings Mills, Maryland 21117. The parties may be referred to herein collectively as "the parties" and singularly as a "party".

RECITALS:

WHEREAS, Laboratory is authorized to provide clinical laboratory services ("Services") in the State of Maryland and meets the requirements for laboratories to participate in the Medicare and Medicaid programs; and

WHEREAS, Community wishes to contract with Laboratory to provide Services at the Nursing Home; and

WHEREAS, Laboratory has agreed to provide such Services for the Community in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the parties, intending to be legally bound, agree as follows:

I. DUTIES AND OBLIGATIONS OF LABORATORY

A. Services. Laboratory shall provide or arrange for the provision of Laboratory Services as are properly ordered by the residents' physicians. All such services shall be performed in accordance with currently accepted professional standards and all applicable federal, state and local laws and administrative regulations.

1. Provision of Services. Laboratory shall provide with complete, accurate Community and timely Services and reports, in accordance with the orders of a resident's attending physician. Laboratory shall be entitled to rely upon the physician's order as proof of the appropriateness and medical necessity of the test(s) ordered. In the event Laboratory requires diagnostic information, diagnosis codes or other information in order to establish medical necessity for billing purposes, Laboratory will contact the appropriate person at the Community, and such person shall provide such information promptly and accurately. Ensuring the medical necessity of any test(s) ordered shall be and remain the responsibility of the Community and the ordering physician.

2. Scheduled Visits. Laboratory will provide one or more phlebotomists who shall meet all federal and state qualifications, and who shall be reasonably acceptable to the Community. Phlebotomy services will be provided pursuant to a schedule necessary to fulfill the Laboratory's responsibilities hereunder. The scheduled days and times for such visits shall be as

consolidation or sale of all or any portion of Laboratory's assets; and

2. Nursing Facility may assign its billing obligations pursuant to Section III. B. of this Agreement.

G. Headings. The descriptive headings of this Agreement are inserted for convenience only and do not constitute part of this Agreement.

H. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

I. Dispute Resolution. The Community shall be required to notify the Laboratory in writing of any dispute over invoices for laboratory or other services rendered within fifteen (15) days of the receipt of an invoice. Failure to dispute an invoice timely shall be deemed a waiver of any objections to the invoice. If the Community does timely dispute an invoice, the parties shall attempt to reconcile the dispute amicably and expeditiously. If the dispute is not resolved within ten (10) days of the date the Laboratory receives notice of the dispute, the dispute shall be submitted to arbitration before the American Arbitration Association and the decision resulting there from shall be binding on the parties.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the date first set forth above.

Diamond Medical Laboratories

By: Andrew Diamond

Andrew Diamond, CEO

(Name of Facility) Hillhaven

By: _____

foodprints

3400 39th St. NW Unit A 127, Washington DC 20016
Mobile: (202) 797-9111, sahoura13@yahoo.com

Dietary Consultant

Consultant Dietitian Contract

Objective: To provide dietetic consultative services for Hill Haven Nursing and Rehabilitation on PRN Basis

Responsibilities:

1. Provide clinical consultation for the nutrition care program to include, but not limited to: collaboration with dietary manager for completion of nutrition assessment, care planning, and ongoing monitoring of nutritionally at risk residents through weight management program meetings, MDS completion, and Weekly report to administrator/Director of Nursing of clinical documentation.

2. Continued mentoring for dietary manager in her role as needed.

3. Monitor, facilitate and assist Dietary staff to ensure full compliance with all regulatory statutes, company policies and procedures and financial targets.

Hours and Compensation:

1. Consultation hours of Initially 8 hours up to 24-30 hours per week are at the rate of $ 60.00 dollars per hour. Invoicing will be submitted monthly and based on hours worked. Hours worked will be based on the census in the building weekly.

2. The client will be invoiced when the services are complete by the end of every month.

3. Invoices will be submitted by the consultant to the client monthly.

    a. Upon receipt, invoices will be paid by the client to the consultant within 30-days, after which a 5% penalty of the total invoice will be imposed for delayed payment.

Terms of Agreement:

The company and contractor assigned to Hill Haven here agree to enter into this agreement upon the date (12/12/2020) and Agreement will continue on a PRN till (01/8/2021) and thereafter as needed and as determined by the administrator of the facility thereof.

This agreement will automatically renew upon the expiration on the term unless all parties provide their written agreement for extension.

Contract Date: 11/19/2020

Executive Director

_____Sahar Ammar_____
Owner/Food Footprints, LLC

SightRite
eye care services

Hill Haven Nursing & Rehabilitation
C O N T R A C T

Name of Provider: Sight Management LLC_____

Address of Provider: 267 Broadway, 2nd Floor_____

Brooklyn, N.Y. 11211_____

S E R V I C E A G R E E M E N T

AGREEMENT, made as of this 9/22/20, by and between Sight Management LLC. having its New York place of business at 267 Broadway 2nd Floor Brooklyn, N.Y. 11211. ("Provider") and Hill Haven Nursing & Rehabilitation hereinafter called "Facility", having its primary place of business at 3210 Powder Mill Road, Adelphi, MD 20783.

1. OBJECTIVE

WHEREAS, Facility owns and operates a Nursing Home located at 3210 Powder Mill Road, Adelphi, MD 20783 and desires to engage Provider to provide to the Nursing Home and its residents Eye Care service(s), on the terms and conditions hereinafter set forth, and

WHEREAS, Provider is in the business of Eye Care and Eyewear, and

WHEREAS, Provider desires to provide such equipment and services in accordance with those terms and conditions.

NOW, THEREFORE, in consideration of the premises and of the mutual promises hereinafter contained, the parties hereto agree as follows:

2. FUNCTIONS AND RESPONSIBILITY

(a) Provider agrees to provide Facility, and its residents the Eye Care services, and Eyewear. Provider shall be responsible for the performance of all procedures hereunder. All technicians/Clinicians provided by Provider shall be duly licensed where required by applicable law, and shall be and remain employees of Provider and not of Facility. All such technicians shall be duly qualified in their respective fields by training and/or experience, and each shall be supervised in the performance of his/her activities hereunder by duly qualified and licensed supervisory personnel of Provider.

aggregate covering operations in the State of Maryland. Provider shall make certificates of that insurance available to Facility, upon request. Provider shall indemnify and hold Facility, and its officers, directors, employees and agents harmless from and against all claims, demands, judgments and liabilities for injury to persons or property caused or alleged to have been caused by Provider to its employees, representatives or equipment in the performance of any procedure hereunder.

6. TERMS and TERMINATION

(a) This Agreement shall commence as of the day and year first above written and shall continue in force for one year and renew annually, unless sooner terminated in accordance with the provisions of subparagraph (b) below or renewed in accordance with the provisions of subparagraph (c) below.

(b) This agreement may be terminated upon 30 days prior written notice or earlier than 30 days if mandated by the State Department of Health.

(c) This Agreement is renewed automatically, unless written notice thereof given to the other not less than thirty (30) days prior to the anniversary date thereof and to be given not less than 30 days prior to such an anniversary date, of its intention not to so renew and extend. If such latter notice is given, and the parties do not agree to new terms and conditions of this agreement, this agreement shall terminate and be of no further force and effect as of the day immediately preceding such anniversary date.

7. NON-DISCRIMINATION

Provider shall not, in rendering its services thereunder, discriminate against or make any distinction between patients based upon race, color, creed, sex, age, national origin, sponsor, source of payment, disability, blindness, handicap, sexual preference, or marital status.

8. MISCELLANEOUS

(a) This Agreement sets forth the entire Agreement of the parties pertaining to the subject matter hereof, supersedes all prior such Agreements whether oral or written, and may be amended or modified only by a subsequent written instrument duly executed by the parties hereto.

(b) This Agreement shall be construed in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

By: _____

Authorized Representative

SightRite Inc.

By: _____

Authorized Representative

Hill Haven Nursing + Rehab

HILLLHAVEN HEALTHCARE MANAGEMENT, INC

AGREEMENT FOR MEDICAL DIRECTOR SERVICES

This Agreement for Medical Director Services (hereafter this "Agreement") is entered into effective as of February 1, 2008 (the "Effective Date"), by and between Hillhaven Healthcare Management (hereafter known as "Hillhaven"), an assisted living, nursing and rehabilitation center located at 3210 Powder Mill Road; Adelphi, Maryland 20783 and Nader Tavakoli, MD (hereafter "Medical Director," "you" or "your").

Whereas, you are qualified to perform certain medical-administrative services as the Medical Director of Hillhaven pursuant to the provisions of this Agreement; and

Whereas, Hillhaven desires to engage you to provide Medical Director Services in accordance with all applicable state and federal law; and

Whereas, you are desirous of offering such Medical Director Services and you are professionally competent and appropriately licensed to perform Medical Director Services.

Now, therefore, the parties agree as follows:

I. APPOINTMENT:

1.1 Engagement. Hillhaven engages you to perform the functions and provide the services described in this Agreement, and you accept such engagement under the terms and conditions set forth in this Agreement. You shall provide or arrange for a duly qualified Physician, approved by Hillhaven, to provide Medical Director Services during any absence, vacation, illness or other limited period when you are not available.

1.2 Independent Contractor. You shall act as an independent contractor for Hillhaven. You and Hillhaven acknowledge and agree that none of our individual employees shall be considered your employees or agents. Hillhaven shall not provide nor shall you make any claim against Hillhaven for any payment or any benefit including, but not limited to, sick leave, vacation pay, retirement benefits, social security, worker's compensation, disability or unemployment insurance benefits. You acknowledge that you will receive no fringe benefits from Hillhaven or reimbursement for expenses, including medical malpractice insurance premiums and seminar expenses.

Hillhaven will maintain professional liability coverage on covering Medical Director, but only for such claims which arise out of his/her duties as such. Coverage will be included under a policy written in the name of Hillhaven and covering it, its employees and the Medical Director on a shared-limit basis.

1.3 Autonomy. Nothing contained in this Agreement shall constitute or be construed to be or to create a partnership, joint venture, or employment relationship between you and Hillhaven. Except as specifically set forth herein, you shall not, by entering into any

IN WITNESS WHEREOF

The parties have executed this Agreement:

MEDICAL DIRECTOR

Signature

Nadar Tavakoli, MD

1633 Pleasant Plains Road
Annapolis, MD 21401

Phone:
Office: (301)352-7118
Cell: (410) 440-8503
Fax: (301)352-7779

Tax ID Number: 52-2312736

Hillhaven Healthcare Management

Signature

Joyce A. Malin, NHA, President

3210 Powder Mill Road
Adelphi, MD 20783

Office: (301)937-3939
Cell: (301)785-3195
Fax: (301)937-8798

Tax ID Number: 52-1503096

Attached Exhibits:
Duties of Medical Director
Hillhaven Business Associate and Compliance Addendum

Hospice

STATE OF MARYLAND	)	**MONTGOMERY HOSPICE**
	)	**d/b/a PRINCE GEORGE'S HOSPICE**
COUNTY OF PRINCE GEORGE'S	)	**NURSING FACILITY AGREEMENT**

THIS NURSING FACILITY SERVICES AGREEMENT ("Agreement") is made and entered into this 22 day of October, 2019 (the "Effective Date") by and between Montgomery Hospice, Inc. ("Hospice") and ("Facility").

RECITALS

A. WHEREAS, Hospice operates a licensed hospice that is patient and family-centered in its delivery of interdisciplinary services for the palliation and management of terminal illness; and

B. WHEREAS, Facility is a duly licensed nursing facility that is certified to participate in the Medicare and/or Medicaid programs; and

C. WHEREAS, the parties contemplate that from time to time individuals residing in Facility will need hospice care and individuals previously accepted into Hospice will need care in a nursing facility.

AGREEMENTS

In consideration of the Recitals and mutual agreements that follow, the parties agree to the following terms and conditions:

1. Definitions.

(a) "Facility Services" which are available 24 hours a day, means those items and supplies that Facility would provide to a Hospice Patient under the rate Facility would have received for such items and services if the Hospice Patient had not elected hospice. Facility services includes those personal care and room and board services provided by Facility as specified in the Plan of Care for a Hospice Patient including, but not limited to: (i) providing food, including individualized requests and dietary supplements; (ii) assisting with activities of daily living such as mobility and ambulation, dressing, grooming, bathing, transferring, eating and toileting; (iii) arranging and assisting in socializing activities; (iv) assisting in the administration of medicine; (v) providing and maintaining the cleanliness of Hospice Patient's room; (vi) supervising and assisting in the use of any durable medical equipment and therapies included in the Plan of Care; (vii) providing laundry and personal care supplies; (viii) providing health monitoring of general conditions; (ix) contacting family/legal representative for purposes

Whereof, the parties have caused their duly authorized representatives to execute this Montgomery Hospice, Inc. Skilled Nursing Facility Agreement as of the day and date first set forth above.

MONTGOMERY HOSPICE, INC.

By: Ann Mitchell
(Signature)

(Print Name of Authorized Representative)

Its: _____
(Title)

Medicare ID#: 21-1503

FACILITY:

Hillhaven
(Name of Facility)

By: Maurice McIntyre
(Signature)

Maurice McIntyre
(Print Name of Authorized Representative)

Its: Executive Director
(Title)

Medicare ID#: 215212

NURSING HOME AGREEMENT BETWEEN

HOLY CROSS HOME CARE & HOSPICE

AND

Hillhaven Nursing and Rehabilitation Center

This Agreement (the "Agreement") is made and entered into this 25th day of March, 2015 by and between Holy Cross Home Care & Hospice (the "Hospice"), with its principal place of business at 11800 Tech Road, Suite 240, Silver Spring, MD 20904, and Hillhaven Nursing and Rehabilitation Center, 3210 Powder Mill Road, Adelphi, Maryland 20783.

ARTICLE I – RECITALS

1.1 Hospice owns and operates a hospice program which includes inpatient and home care components and is engaged in providing interdisciplinary care and treatment of terminally ill patients in order to allow Hospice Patients to continue life with minimal disruption primarily in a home environment. Hospice program is patient and family centered, engaged in the provision of interdisciplinary services for the palliation and management of terminal illness

1.2 Hillhaven is skilled and experienced in the operation of a nursing facility and in the provision of long-term care services to its residents, including certain assistance with activities of daily living. Hillhaven is certified to participate in the Medicare and Medicaid programs and has established policies and protocols for the care of terminally ill patients consistent with those of Hospice.

1.3 The parties desire to enter into this Agreement to make it possible for Hillhaven residents to receive needed Hospice Services in conjunction with nursing home services.

1.4 Hospice retains administrative, clinical and financial management, and oversight of staff and services for all arranged services, to ensure the provision of quality care.

ARTICLE II – DEFINITIONS

Attending Physician means a doctor of medicine or osteopathy, duly licensed under applicable state and local law and regulations, who are identified by a Hospice Patient (or such patient's legal representative) as having the most significant role in the determination and delivery of such Hospice Patient's medical care.

Effective Date means the date of execution of this Agreement.

CMS means the Centers for Medicare and Medicaid Services.

Hospice Patient means the individual who elects, directly or through such individual's legal representative, to receive Hospice services and is accepted by Hospice to receive Hospice Services.

Hospice Physician means a duly licensed doctor of medicine or osteopathy employed by Hospice to render physician services to each Hospice Patient, as necessary, in accordance with the applicable Hospice Plan of Care.

ARTICLE X – GENERAL PROVISIONS

10.1 Notices. Except as otherwise expressly provided herein, all notices required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or sent by certified mail, return receipt requested, postage prepaid to the following addresses:

If to Nursing Home: Administrator
Hillhaven Nursing and Rehabilitation Center
3201 Powder Mill Road
Adelphi, Maryland 20783

If to Hospice: Linda Maurano, Executive Director
Holy Cross Home care and Hospice
11800 Tech Road, Suite 240
Silver Spring, MD 20904

10.2 Severability. The provisions of this Agreement are severable and to the extent that any such provision is held to be prohibited or invalid under applicable laws, such provisions shall be modified or deleted herefrom.

10.3 Amendment. This Agreement shall not be amended, altered, or modified except by an instrument of writing duly executed by the parties hereto.

10.4 Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and it supersedes all prior oral and written agreements.

10.5 Headings. Article and Section headings contained herein are for reference only and shall not limit or control the meaning of any provision of this Agreement.

10.6 Governing Law. This Agreement shall be governed by the laws of the State of Maryland.

10.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together comprise one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on their behalf as of the day and year first set forth above.

HOLY CROSS HOMECARE & HOSPICE:

By: Linda Maurano
Linda Maurano, Executive Director

Date: 4/22/15

Hillhaven Nursing and Rehabilitation Center

By: _____

Date: 4/22/15

ADDENDUM

FOR ACUTE INPATIENT AND/OR INPATIENT RESPITE SERVICES
(OPTIONAL SERVICES)

STAFFING

Acute Inpatient Care: Ensure that each shift includes a registered nurse who provides direct patient care that is deemed by Hospice, subject to its review, as acceptable for the provision of appropriate Hospice care.

Respite Care: Ensure that 24-hour nursing services are provided that meet the nursing needs of all patients and are furnished in accordance with the Hospice plan of care.

PATIENT CARE CHARGES

Acute Inpatient Care (GIP):

$480.00 Inclusive
(Includes medications and supplies, room and board)

Inpatient Respite:

$ 140.00 Inclusive
(Includes medications and supplies, room and board)

IN **WITNESS WHEREOF**, the undersigned have duly executed this Agreement, or have caused this Agreement to be duly executed on their behalf, as of the day and year first hereinabove set forth.

HOSPICE:

By: _____
Signature

Executive Director

Date: 4-22-15

FACILITY:

By: _____
Signature

Title: CEO

Date: 4/22/15

NURSING FACILITY SERVICES AGREEMENT

THIS NURSING FACILITY SERVICES AGREEMENT ("Agreement") is made and entered into this 18 day of December, 2019 (the "Effective Date") by and between Amedisys Maryland, L.L.C. ("Hospice") and MH ADELPHI OPERATING, LLC dba HILLHAVEN ASSISTED LIVING, NURSING & REHABILITATION CENTER ("Facility").

RECITALS

A. WHEREAS, Hospice operates a licensed hospice program.

B. WHEREAS, Facility is a duly licensed nursing facility that is certified to participate in the Medicare and/or Medicaid programs.

C. WHEREAS, the parties contemplate that from time to time individuals residing in Facility will need hospice care and individuals previously accepted into Hospice will need care in a nursing facility

AGREEMENTS

In consideration of the Recitals and mutual agreements that follow, the parties agree to the following terms and conditions:

1. Definitions.

(a) "Facility Services" means those personal care and room and board services provided by Facility as specified in the Plan of Care for a Hospice Patient including, but not limited to: (i) providing food, including individualized requests and dietary supplements; (ii) assisting with activities of daily living such as mobility and ambulation, dressing, grooming, bathing, transferring, eating and toileting; (iii) arranging and assisting in socializing activities; (iv) assisting in the administration of medicine; (v) providing and maintaining the cleanliness of Hospice Patient's room; (vi) supervising and assisting in the use of any durable medical equipment and therapies included in the Plan of Care; (vii) providing laundry and personal care supplies; (viii) providing health monitoring of general conditions; (ix) contacting family/legal representative for purposes unrelated to the terminal condition; (x) arranging for the provision of medications not related to the management of the terminal illness; and (xi) providing the usual and customary room furnishings provided to Facility residents including, but not limited to, beds, linens, lamps and dressers. In the case of Medicaid Eligible Hospice Patients,

The parties have executed this Agreement as of the day, month and year first written above.

Amedisys Maryland, L.L.C.

By: _____

Name: Angela Puckett

Title Strategic Sourcing Specialist

MH ADELPHI OPERATING, LLC dba HILLHAVEN ASSISTED LIVING, NURSING & REHABILITATION CENTER

By: Maurice McIntyre

Name: Maurice McIntyre

Title Executive Director

Palliative Care

SERVICES AGREEMENT

between

Paul Newman, PC,
A Maryland Professional Corporation
with services performed by Paul Newman, MD or an employee holding equivalent credentials
(the "Service Provider")

and

Hillhaven
3210 Powder Mill Rd Adelphi, MD 20783
("FACILITY")

Effective Date : [November 18, 2020]
Subject

A. This Services Agreement ("Agreement") shall form the framework of contractual conditions under which the Service Provider will perform for Hillhaven and/or its Affiliates services in the field of Palliative Care Services (the "Services") as specified in work orders which shall be similar in fashion to the example work order outlined in Annex 1 and shall be executed by the parties (or by the Service Provider and an Affiliate of Hillhaven) and shall expressly refer to this Agreement ("Work Orders"). The general scope of the Services shall be outlined in each Work Order which shall form an integral part of this Agreement. The Service Provider is regularly engaged in conducting the Services. Service Provider shall not perform any Services and/or research beyond the scope of the Work Order without the prior written consent of Hillhaven.

B. For the purpose of this Agreement, "Affiliate" shall mean any corporation or other business entity controlled by, controlling or under common control with Hillhaven. "Control" for the purposes of this definition shall mean direct or indirect beneficial ownership of fifty per cent (50%) or more of the voting interest in an entity, or such other relationship as, in fact, constitutes actual control. Affiliates of Service Provider shall be licensed health care providers authorized by the State of Maryland to provide the services required under the Work Order.

C. For the purpose of this Agreement, "Personal Data" shall mean any information (as defined by local Data Protection Legislation) relating to a identified or identifiable person; It includes without limitation electronic data and paper-based files that include such information, such as name, home address, office address, e-mail address, age, gender, family information, profession, education, professional affiliations, salary and credit card numbers.

D. The Service Provider shall perform the Services in accordance with this Agreement and the relevant Work Orders, in compliance with state-of-the-art clinical practice standards and medical practice.

E. The Service Provider warrants that its employees and collaborators will comply with its obligations under this Agreement.

IN WITNESS WHEREOF, the Parties intending to be bound have caused this Agreement to be executed by their duly authorised representatives as of the date of last signature below.

Hillhaven

By: Maurice M Tatyp
Name: Maurice M Tatyp
Title: Executive Director
Date: 11/18/2020

PAUL NEWMAN, PC

By: PAUL NEWMAN
Name: PAUL NEWMAN MD
Title: President
Date: 11/20/20

PHARMACY SERVICES AGREEMENT

HILLHAVEN ASSISTED LIVING, NURSING AND REHABILITATION CENTER

PHARMACY SERVICES AGREEMENT

This AGREEMENT ("Agreement") is made and entered into as of the 1st day of August, 2016 (the "Effective Date") by and between Remedi SeniorCare of Maryland, LLC, d/b/a Remedi SeniorCare ("Remedi SeniorCare"), and Hillhaven Healthcare Management, Inc., a Maryland corporation, d/b/a Hillhaven Assisted Living, Nursing and Rehabilitation Center located at the address set forth on the signature page of this Agreement ("Facility"). For purposes of this Agreement, Facility and Remedi SeniorCare are individually referred to as a "Party" or collectively referred to as the "Parties."

WHEREAS, Remedi SeniorCare owns, operates and manages an institutional Pharmacy ("Pharmacy") which supplies pharmaceutical Products and Services (as defined below on **Schedule E**);

WHEREAS, Facility operates a long term care facility at the address specified on the signature page of this Agreement which requires such Products and Services in order to care for its Residents at Facility ("Residents"); and

WHEREAS, Pharmacy agrees to provide and Facility agrees to accept, Products and Services pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, promises and undertakings herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Definitions. In addition to any other capitalized terms that are defined in this Agreement, the terms used in this Agreement shall have the meaning set forth in **Schedule E** below.

2. Duties and Responsibilities of Pharmacy.

2.1 Basic Services. Pharmacy shall provide the following services (the "Basic Services") at the rates set forth on **Schedule A** hereto:

2.1.1 Provision of Products. Pharmacy will provide Products to Facility as required for Facility's Residents and its own use in accordance with Applicable Laws and the provisions set forth below. Products will be packaged to meet the specifications of the medication distribution system established by Pharmacy.

2.1.2 Interim and Emergency Supplies. Pharmacy shall furnish and replenish, on a regular basis, an Interim Supply, the composition of which will comply with Facility requirements and Applicable Laws. Pharmacy shall consult with the clinical management of Facility in determining the Products to be stocked in the Interim Supply. A Product stocked in an Interim Supply shall remain the property of Pharmacy until the Product is removed at Facility pursuant to a valid prescription, at which time it will be deemed dispensed. Facility shall comply with the process established by Pharmacy as set forth in Pharmacy Policies and Procedures for removal and documentation of usage of Products stocked in the Interim Supply. Facility shall notify Pharmacy of all Products depleted in the Interim Supply in accordance with Pharmacy Policies and Procedures, so that Pharmacy may replenish on a timely basis the depleted Products in the next scheduled delivery.

2.1.3 Equipment. Pharmacy shall make available to Facility medication cart(s), fax machines (the "Fax Machines"), and such other equipment (the "Basic Pharmacy Equipment") as Facility and Pharmacy deem necessary to perform under this Agreement. Installation charges, supplies, and routine telephone company charges for the Fax machine(s) will be the financial responsibility of Facility and paid for by Facility. In addition to Basic Pharmacy Equipment, Pharmacy may provide for additional charges, such additional equipment as Pharmacy and Facility may mutually agree, upon the terms and pricing set forth on **Schedule A** or as otherwise mutually agreed (the "Additional Pharmacy Equipment",

IN WITNESS WHEREOF, the Parties hereby put their hand and seals on the day and year written below.

REMEDI SENIORCARE OF MARYLAND, LLC

By: _____ (SEAL)
Jeffrey M. Stamps, R.Ph
Chief Executive Officer

Date: 6/27/16

HILLHAVEN HEALTHCARE MANAGEMENT, INC.
d/b/a HILLHAVEN ASSISTED LIVING, NURSING AND REHABILITATION CENTER

By: _____ (SEAL)

Printed Name: Wesley Malin

Title: COO

Date: 6/9/16

Address of Facility: 3210 Powder Mill Road
Adelphi, MD 20783

Effective Date: August 1, 2016

Radiation &
Diagnostic Services

RADIATION PHYSICS INCORPORATED

SERVICES PROVIDED

X-RAYS

ECGS

HOLTER MONITORING

PACEMAKER ANALYSIS AND REGISTRY

DIAGNOSTIC ULTRASOUND

DUPLEX VASCULAR DOPPLER WITH COLOR FLOW

ECHOCARDIOGRAMS WITH COLOR FLOW AND DOPPLER

CARDIAC EVENT MONITORING

CPR TRAINING (ADDED CHARGE)

EMPLOYEE CHEST X-RAY PROGRAM (ADDED CHARGE)

COMPUTERIZED MONTHLY REPORTS AND QUARTERLY SUMMARIES

FAX SERVICE FOR ALL REPORTS

FILM DELIVERY

DIAGNOSTIC SERVICES AGREEMENT

This agreement is entered into this **13th December 2019** by and between
Radiation Physics, Inc. ("RPI"), a Maryland corporation and
Hillhaven ASL, Nursing and Rehabilitation Center ("Facility")

Background

RPI and the Facility have entered into this Agreement in order to assure provision of portable diagnostic services as needed for the residents of the Facility.

Now, therefore, in consideration of the promises and premises set forth herein and intending to be legally bound hereby, the parties agree as follows:

A. DUTIES OF RPI

RPI shall discharge the following duties:

1. Provide portable diagnostic services (see attachment A) to residents in the Facility upon written order of a physician.

2. Provide these services on a 24 hour basis, 7 days a week (excluding ultrasound). Ultrasound hours are 9:00 A.M. to 11:00 P.M. Monday through Friday and 9:00 AM to 5:00 PM Saturday and Sunday. Ultrasound scheduling limited due to volume of scheduled studies, and may have to be completed the following day.

3. Participate in quality assurance and utilization review functions of the Facility as requested.

4. Have all studies read by appropriately licensed radiologists and cardiologists as appropriate, and maintain current and appropriate licensure/certification for all other aspects of the services provided. All RPI employees providing services shall be currently licensed and certified to provide such services. Copies of licenses and certifications shall be made available to the Facility upon request.

5. Transmit all reports to the facility and telephone all positive reports to facility's nursing staff on the day of testing..

6. Deliver x-ray images to the physician's office upon request.

7. Except as otherwise provided herein, bill Medicare, state medical assistance programs, other third party payers, and private paying patients for services provided as appropriate. The Medicare provider number of RPI is 21-9802. RPI shall cooperate with the Facility in developing other payment/reimbursement methodologies where Facility as part of its provider agreement with third party payers is financially responsible

H. ENTIRE AGREEMENT AND ASSIGNMENT

This Agreement sets forth all of the agreements, conditions and undertakings between the parties with respect to the subject matter of this Agreement. This Agreement may be amended only by agreement in writing, duly executed by the party against whom enforcement of any such amendment is sought.

I. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

By: _____

Name: Maurice Meloche

Title: ED / Administrator

Date: 12/13/19

RADIATION PHYSICS, INC.

By: _____

Name: Louis Rubin

Title: Pres

Date: 12-13-19

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/14/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Alexandra Eagle	
Hamilton Insurance Agency 4100 Monument Corner Drive, Suite 500 Fairfax, VA 22030	PHONE (A/C, No, Ext): 571-522-1126	FAX (A/C, No): 703-359-8108
	E-MAIL ADDRESS: aeagle@hamiltoninsurance.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Allied World Surplus Lines Insurance Company	24319
INSURER B :	Twin City Fire Insurance Company	29459
INSURER C :	Hartford Casualty Insurance Company	29424
INSURER D :	Hartford Underwriters Insurance Company	30104
INSURER E :	Hartford Fire Insurance Company	19682
INSURER F :		

INSURED

Radiation Physics, Inc.
10133 Bacon Drive
Beltsville, MD 20705

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
E	☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☑ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER			42 UUN IA7547	11/19/2019	11/19/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Benefits Liability	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ☑ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			42 UEN NA7628	11/19/2019	11/19/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Coll/OTC Deductibles	$ 1,000,000 $ $ $ $ 1,000
C	☑ UMBRELLA LIAB ☑ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☑ RETENTION $ 10,000			42 XHU RQ0765	11/19/2019	11/19/2020	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		42 WE BQ1086	11/19/2019	11/19/2020	☑ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
A	Professional Liability - CM Retro Date 3/20/92 ($1/3M) & 11/4/11 (exc $1M)			0312-1102	11/19/2019	11/19/2020	Each Claim Limit Agg Limit for All Clms Per Claim Deductible	$2,000,000 $4,000,000 $10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER

MH Adelphi Operating LLC
Attn: Administrator
dba Hillhaven Assisted Living Nursing and Rehabilitation Center
3210 Powder Mill Rd
Adelphi, MD 20783

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patti Mauck

Durable Medical Equipment

SUPPLIER AND ONSITE FACILITY AGREEMENT

This **AGREEMENT** is made and entered effective as of the 5th day of August, 2020 (the effective date) by and between AdaptHealth LLC, a Delaware limited liability corporation, hereafter referred to as (SUPPLIER) and Hillhaven Assisted Living, Nursing & Rehab Center, hereafter referred to as "Facility."

RECITALS

WHEREAS Facility is a senior care facility whose patients may require home medical equipment that includes, not limited to, related supplies and services for use at discharge and at home.

WHEREAS, SUPPLIER is a leading supplier of home medical equipment, supplies, and services, supplying services directly to Facility and their patients.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein, both aforementioned parties agree to enter into this Agreement as follows:

Article I. Scope

1. Representations

   a. Facility represents that it is a senior care facility and is authorized to provide medical services in the areas that Supplier is serving.

   b. Supplier represents that it is licensed and accredited provider and to perform the related services required under this Agreement.

2. Supplier agrees to provide durable medical equipment, supplies, and related services to Facility for whom this Amendment applies and for whom equipment and supplies are deemed medically necessary and are ordered by a licensed physician through Supplier's E-prescribing portal.

Article II. Obligations of Supplier

1. Availability

   a. Supplier will use best efforts to provide all Equipment to patients within 24 hours of Facility's request. If for any reason DME Supplier is unable to provide Equipment as requested by Facility, Supplier will notify Facility within two (2) hours of Facility's request. Facility will make reasonable efforts to inform Supplier about the request for equipment in advance.

2. Delivery and Pick-Up

EXECUTION PAGE

The parties have caused this Agreement to be signed in the state of New York as of the day and year first above written, whereupon it becomes a legally binding agreement in accordance with its terms.

FACILITY

BY: _____ DATE: 8/6/2020

TITLE: Administrator

SUPPLIER

DocuSigned by:

BY: Christopher Joyce DATE: 08/06/2020

7C447050FDED4E0...

TITLE: Vice President & Secretary

TRANSFER AGREEMENT

This is an agreement between Hill Haven Assisted living and Rehabilitation Center, Adelphia, MD and Chevy Chase House, Washington DC in case of evacuation.

The following are the terms of this agreement:

- This is a reciprocal agreement to provide shelter to nursing facility residents and or assisted living facility residents in case of a disaster requiring evacuation.
- The evacuating facility will be responsible for transporting residents to the receiving facility.
- The evacuating facility will be responsible for contacting the residents' responsible agents to inform them about the evacuation and location of the residents.
- The evacuating facility will provide the receiving facility with face sheets, advance directive information, MOLST, MARS and TARS to ensure that medical and clinical care may continue for the residents.
- The receiving facility will admit residents as bed availability allows.
- The receiving facility will also provide space to shelter other residents on a temporary basis.
- The evacuating facility will provide nursing staff, medications, and other necessary supplies to care for residents who cannot be admitted to the receiving facility due to lack of bed availability.
- The evacuating facility will continue to work on discharging residents to other facilities that have available beds.
- The evacuating facility will be financially responsible for residents who are not able to be admitted to a vacancy in the receiving facility for the duration of the stay.
- The evacuating facility will be responsible for coordinating transportation back to the evacuating facility or a different admitting facility.

This agreement will be in effect until one of the parties decides to terminate agreement.

Hill Haven Assisted Living and Rehabilitation Center Administrator's Signature: Marie McClafferty Date: 8/5/19

Chevy Chase House Administrator's Signature: Vicki Beckman Date: 8/3/19

TRANSFER AGREEMENT

This is an agreement between Althea Woodland Nursing & Rehabilitation and Hill Haven Assisted Living and Rehabilitation Center in case of an evacuation.

The following are the terms of this agreement:

- This is a reciprocal agreement to provide shelter to nursing facility residents in case of a disaster requiring evacuation.
- The evacuating facility will be responsible for transporting residents to the receiving facility.
- The evacuating facility will be responsible for contacting the residents' responsible agents to inform them about the evacuation and location of the residents.
- The evacuating facility will provide the receiving facility with face sheets, advance directive information, MOLST, MARs and TARs to ensure that medical and clinical care may continue for the residents.
- The receiving facility will admit residents as bed availability allows.
- The receiving facility will also provide space to shelter other residents on a temporary basis.
- The evacuating facility will provide nursing staff, medications, and other necessary supplies to care for residents who cannot be admitted to the receiving facility due to lack of bed availability.
- The evacuating facility will continue to work on discharging residents to other facilities that have available beds.
- The evacuating facility will be financially responsible for residents who are not able to be admitted to a vacancy in the receiving facility for the duration of the stay.
- The evacuating facility will be responsible for coordinating transportation back to the evacuating facility or a different admitting facility.

This agreement will be in effect until one of the parties decides to terminate agreement.

Althea Woodland Nursing & Rehabilitation Administrator's Signature:

Maria Allen Date: 12/27/13

Hill Haven Assisted Living and Rehabilitation Center Administrator's Signature:

Date: 1/2/14

PATIENT TRANSFER AGREEMENT

This PATIENT TRANSFER AGREEMENT ("Agreement") is made as of this 30th day of January, 2007, by and between Dimensions Healthcare System d/b/a Prince George's Hospital Center ("Hospital") and Hillhaven Nursing Center ("Facility") (collectively, the "Parties").

To facilitate continuity of care and the timely transfer of patients and records the Parties agree as follows:

1. Patient Transfers. When Facility determines a patient's need for transfer, and such need has been independently substantiated by the patient's physician, FACILITY shall promptly contact HOSPITAL of the impending transfer. HOSPITAL agrees to admit the patient as promptly as possible, provided admission requirements in accordance with Federal and State laws and regulations are met, and provided that HOSPITAL deems it is able to offer the necessary care to the patient.

2. Transfer Consent. FACILITY shall have responsibility for obtaining the patient's consent to the transfer to HOSPITAL prior to the transfer, if the patient is competent. If the patient is not competent, FACILITY shall obtain the consent of the patient's guardian, authorized agent or surrogate decision maker. Nothing in this agreement shall restrict a patient's freedom of choice to be transferred to an institution other than HOSPITAL.

3. Transportation of Patient. FACILITY shall be responsible for effecting the transfer of the patient by arranging for appropriate and safe transportation that includes selecting a mode of transportation and providing appropriate health care practitioners to accompany the patient during transfer, if required. Until the patient is admitted to HOSPITAL, either as an inpatient or an outpatient, HOSPITAL shall not have responsibility for the care of the patient. All transfers of patients will be effected in accordance with applicable Federal and State laws and regulations.

4. Transfer Documents. FACILITY shall send with each patient at the time of transfer, or in the case of emergency, as promptly as possible, the completed transfer and referral forms mutually agreed upon that provide the medical and administrative information necessary to determine the appropriateness of the placement and to enable continuing care of the patient. The documents sent to HOSPITAL will include all medical records (or copies thereof), as provided below.

5. Patient Records. The parties agree to adopt an approved transfer record form and standard forms for pertinent medical and administrative information to accompany patients being transferred from FACILITY to HOSPITAL. The information shall include the following patient records:
   (a) Patient's name, address, hospital number, age;
   (b) When applicable, the name, address and telephone number of patient's guardian, authorized agent or surrogate decision-maker;
   (c) Any information available to FACILITY concerning advance directives of the patient;

10. No Offer or Payment for Referrals. Nothing in this Agreement shall be construed as an offer or payment by one or the other Party of any cash or other remuneration, whether directly or indirectly, overtly or covertly, specifically for patient referrals or for recommending or arranging the purchase, lease, or order of any item or service. The Parties agree and intend that any amounts paid under this Agreement are intended to reflect and do reflect fair market value for the services rendered. No amount paid or to be paid hereunder is intended to be, nor shall it be construed to be, an inducement or payment for the referral of patients and no patient referrals are required. In addition, no amount paid or advanced here under includes any discount, rebate, kickback, or other reduction in charges.

11. Term. This Agreement shall be in effect for a period of one (1) year from the date herein contained, and shall renew automatically for successive one (1) year terms for no more than two (2) additional terms unless terminated sooner. This Agreement may be terminated by either Party upon thirty (30) days' written notice. The Agreement shall be automatically terminated should either party fail to maintain its licensure or certification.

12. Entire Agreement; Modifications. This Agreement constitutes the complete understanding of the Parties with respect to the subject matter hereof and supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement that is not contained herein shall be valid or binding. Any amendments or modifications shall be of no force and effect unless in writing and signed by both FACILITY and HOSPITAL.

PRINCE GEORGE'S HOSPITAL CENTER

By: _____

Name: John A. O'Brien
Title: Chief Operating Officer, DHS

HILLHAVEN ASSISTED LIVING, NURSING AND REHABILITATION CENTER

By: _____

Name: Joyce Malin
Title: President

PATIENT TRANSFER AGREEMENT – HOSPITAL

This PATIENT TRANSFER AGREEMENT is entered into this 1st day of April, 2005 by and between Hillhaven Nursing Center ("Facility") and Laurel Regional Hospital ("Hospital").

To facilitate continuity of care and the timely transfer of patients and records between the Hospital and the Facility, the parties agree as follows:

1. When a patient's need for transfer from one of the above institutions to the other has been determined and substantiated by the patient's physician, the institution to which transfer is to be made agrees to admit the patient as promptly as possible, provided admission requirements in accordance with Federal and State laws and regulations are met, and provided that the facility deems it is able to offer the necessary care to the patient.

2. Staff will provide advance notification and discussion with patient or responsible part regarding reason for anticipated transfer. In the event the need for an emergency transfer occurs, every reasonable effort will be made to discuss the need for transfer with patient or responsible party prior to patient leaving the facility.

3. The transferring institution will send with each patient at the time of transfer, or in the case of emergency, as promptly as possible, the completed transfer and referral forms mutually agreed upon that provide the medical and administration information necessary to determine the appropriateness of the placement and to enable continuing care of the patient. The transfer and referral form will include such information as current medical findings, diagnosis, rehabilitation potential, a brief summary of the course of treatment followed in the transferring institution, nursing and dietary information, ambulation status, and pertinent administrative and social information.

4. The Hospital shall make available its diagnostic and therapeutic services on an outpatient basis as ordered by the attending physician subject to Federal and State laws and regulations.

5. The transferring institution will be responsible for the transfer or other appropriate disposition of personal effects, particularly money and valuables, and information related to these items.

6. In the event of transfer, it shall be the responsibility of the patient's physician to determine the safest and most appropriate means of transportation and to determine the type of care to be rendered during transfer. It shall then be the responsibility of the facility initiating the transfer to notify the receiving facility of the impending transfer, and as ordered by the patient's attending physician, arrange for safe and appropriate transportation.

7. The governing body of each facility shall have exclusive control of policies, management, assets, and affairs of its respective institution. Neither institution shall assume any liability by virtue of this Agreement for any debts or other obligations incurred by the other party to this Agreement.

8. Nothing in this Agreement shall be construed as limiting the rights of either institution to contract with any other facility for the same or similar services on a limited or general basis.

9. This Agreement shall be in effect no longer than one (1) year from the date herein contained. However, it may be terminated by either facility upon thirty- (30) days written notice. The Agreement shall be automatically terminated should either facility fail to maintain its licensure or certification.

10. This Agreement shall be renewed at least annually in writing and shall be maintained in both facilities' files.

Executed this 1ST day of April, 2005.

HILLHAVEN HEALTHCARE MANAGEMENT

By _____
Joyce Malm, President

HOSPITAL

By _____

Title _____

PATIENT TRANSFER AGREEMENT – HOSPITAL

This PATIENT TRANSFER AGREEMENT is entered into this 27th day of March, 2000 by and between Hillhaven Nursing Center ("Facility") and Laurel Regional Hospital ("Hospital").

To facilitate continuity of care and the timely transfer of patients and records between the Hospital and the Facility, the parties agree as follows:

1. When a patient's need for transfer from one of the above institutions to the other has been determined and substantiated by the patient's physician, the institution to which transfer is to be made agrees to admit the patient as promptly as possible, provided admission requirements in accordance with Federal and State laws and regulations are met, and provided that the facility deems it is able to offer the necessary care to the patient.

2. The transferring institution will send with each patient at the time of transfer, or in the case of emergency, as promptly as possible, the completed transfer and referral forms mutually agreed upon that provide the medical and administration information necessary to determine the appropriateness of the placement and to enable continuing care of the patient. The transfer and referral form will include such information as current medical findings, diagnosis, rehabilitation potential, a brief summary of the current medical findings, diagnosis, rehabilitation potential, a brief summary of the course of treatment followed in the transferring institution, nursing and dietary information, ambulation status, and pertinent administrative and social information.

3. The Hospital shall make available its diagnostic and therapeutic services on an outpatient basis as ordered by the attending physician subject to Federal and State laws and regulations.

4. The transferring institution will be responsible for the transfer or other appropriate disposition of personal effects, particularly money and valuables, and information related to these items.

5. In the event of transfer, it shall be the responsibility of the patient's physician to determine the safest and most appropriate means of transportation and to determine the type of care to be rendered during transfer. It shall then be the responsibility of the facility initiating the transfer to notify the receiving facility of the impending transfer, and as ordered by the patient's attending physician, arrange for safe and appropriate transportation.

6. The governing body of each facility shall have exclusive control of policies, management, assets, and affairs of its respective institution. Neither institution

shall assume any liability by virtue of this Agreement for any debts or other obligations incurred by the other party to this Agreement.

7. Nothing in this Agreement shall be construed as limiting the rights of either institution to contract with any other facility for the same or similar services on a limited or general basis.

8. This Agreement shall be in effect no longer than one (1) year from the date herein contained. However, it may be terminated by either facility upon thirty- (30) days written notice. The Agreement shall be automatically terminated should either facility fail to maintain its licensure or certification.

9. This Agreement shall be renewed at least annually in writing and shall be maintained in both facilities' files.

Executed this 27th day of March, 2000.

HILLHAVEN HEALTHCARE MANAGEMENT

By _____
Joyce Malin, President

HOSPITAL

By _____
Patrick F. Mucci

Title President

PATIENT TRANSFER AGREEMENT—HOSPITAL

This PATIENT TRANSFER AGREEMENT is entered into this 19 day of January, 2007 by and between Hillhaven Nursing Center ("Facility") and Doctors Community Hospital ("Hospital").

To facilitate continuity of care and the timely transfer of patients and records between the Hospital and the Facility, the parties agree as follows:

1. When a patient's need for transfer from one of the above institutions to the other has been determined and substantiated by the patient's physician, the institution to which transfer is to be made agrees to admit the patient as promptly as possible, provided admission requirements in accordance with Federal and State laws and regulations are met, and provided that the facility deems it is able to offer the necessary care to the patient.

2. Staff will provide advance notification and discussion with patient or responsible party regarding reason for anticipated transfer. In the event the need for an emergency transfer occurs, every reasonable effort will be made to discuss the need for transfer with patient or responsible party prior to patient leaving the facility.

3. The transferring institution will send with each patient at the time of transfer, or in the case of emergency, as promptly as possible, the completed transfer and referral forms mutually agreed upon that provide the medical and administration information necessary to determine the appropriateness of the placement and to enable continuing care of the patient. The transfer and referral form will include such information as current medical findings, diagnosis, rehabilitation potential, a brief summary of the course of treatment followed in the transferring institution, nursing and dietary information, ambulation status, and pertinent administrative and social information.

4. The Hospital shall make available its diagnostic and therapeutic services on an outpatient basis as ordered by the attending physician subject to Federal and State laws and regulations.

5. The transferring institution will be responsible for the transfer or other appropriate disposition of personal effects, particularly money and valuables, and information related to these items.

6. In the event of transfer, it shall be the responsibility of the patient's physician to determine the safest and most appropriate means of transportation and to determine the type of care to be rendered during transfer. It shall then be the responsibility of the facility initiating the transfer to notify the receiving facility of the impeding transfer, and as ordered by the patient's attending physician, arrange for safe and appropriate transportation.

8/15/12 E-mailed for update to manderson@DCHWeb.org. jm

7. The governing body of each facility shall have exclusive control of policies, management, assets and affairs of its respective institution. Neither institution shall assume any liability by virtue of this Agreement for any debts or other obligations incurred by the other party to this Agreement.

8. Nothing in this Agreement shall be construed as limiting the rights of either institution to contract with any other facility for the same or similar services on a limited or general basis.

9. This Agreement shall be in effect no longer than one (1) year from the date herein contained. However, it may be terminated by either facility upon thirty (30 days) written notice. The Agreement shall be automatically terminated should either facility fail to maintain its licensure or certification.

10. This Agreement shall be renewed at least annually in writing and shall be maintained in both facilities' files.

Executed this 19 day of January, 2007.

Hillhaven Healthcare Management

By _____
Joyce Malin, President

Hospital Doctors Community Hospital

By _____

Title President

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Aeris Consulting & Management, LLC
707 Mantua Pike, West Deptford, N.J. 08096

RESPIRATORY THERAPIST SERVICES AGREEMENT

This Agreement is made this 18th day of Novemeber, in the year 2020, by and between Aeris Consulting & Management, LLC, a New Jersey limited liability company, ("Aeris"), having an address of 707 Mantua Pike, West Deptford, NJ 08096, and Hillhaven Assisted Living & Nursing Rehab CTR a long term care nursing care company, ("Facility"), having an address of: 3810 Powder Mill Rd Adelphi MD 20783

WHEREAS, the Facility as part of its activities, requires the services of trained, licensed respiratory therapists ("Therapists");

WHEREAS, Aeris is engaged in the business of contracting with healthcare facilities to provide qualified Therapists; and

WHEREAS, the Facility is desirous of retaining Aeris, and Aeris is desirous of providing Respiratory Care Consulting Services, Patient Management, Disposables, and Respiratory Related Durable Medical Equipment Rentals as needed for the Facility.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

SCOPE

Aeris agrees to provide, and Facility agrees to accept, the Respiratory Therapist services as initialed and described in Exhibit A, attached hereto.

Aeris shall have the right to determine the method, details, and means of performing the services to be performed for the Facility. Facility shall, however, be entitled to exercise general power of supervision and control over the results of services performed by Aeris to assure satisfactory performance, including the right to observe and inspect, the right to stop the performance of services, the right to make suggestions or recommendations as to the details of the services, and the right to propose modifications to the services, provided said modifications are within the scope of and in accordance with this Agreement.

Aeris agrees to use commercially reasonable efforts in a professionally appropriate manner to perform the tasks assigned, and to complete the services specified in Exhibit A. All services will be rendered by personnel having all "up-to-date" required licenses, training, certifications required, if any, and a level of skill commensurate with their responsibilities.

contravention of this section, shall be void and of no force and effect. This Agreement shall be binding on the heirs, executors, successors, administrators, and assigns of the Parties hereto.

Section Headings; Exhibits. The section and sub-section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. The exhibits referred to herein, and attached hereto, are incorporated herein to the same extent as if set forth in full herein.

Entire Agreement. This Agreement, its exhibits, and attachments, including all documents incorporated herein by reference, constitutes the entire agreement among Facility and Aeris hereto, with respect to the subject matter hereof, and supersedes all prior agreements and understandings between, or among, Facility and Aeris; and there are no representations, warranties, agreements or understandings concerning the subject matter hereof, other than expressly contained or referenced herein. No change or modification to this Agreement may be made except in writing, and signed by both Parties hereto. Time is of the essence of this Agreement.

Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and the United States of America, without regard to any choice of law provisions thereunder. Venue for any action brought in connection with this Agreement shall be the courts of the State of New Jersey. The prevailing party in any action brought under this Agreement shall be entitled to immediate reimbursement from the losing party of its actual legal fees, witness fees, accountant fees, and all other costs of suit.

Attorney Review. The Facility hereto agrees that (a) it has been advised to consult with an attorney other than an attorney with the firm of Armstrong & Carosella, P.C. prior to signing this Agreement and (b) it has had sufficient time to consult with an attorney, or has consulted with an attorney, regarding the implications of signing this Agreement.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have caused this Agreement to be duly executed, as of the day and year first above written.

WITNESS:

Barrett

Aeris:
Aeris Consulting & Management, LLC, a New Jersey limited liability company

By: _____ (SEAL)
PRESIDENT, Authorized Member

WITNESS:

_____

Facilities:

By: _____ (SEAL)
Administrator (Title)

CareFirst
Family of health care plans

13517

Insurance Participation

July 21, 2020

RE. Your New Participation Agreement

Dear Provider,

CareFirst BlueCross BlueShield and CareFirst BlueChoice Inc. (CareFirst) are amending and restating our Participation Agreement with all providers. This restated Participation Agreement is intended, among other things, to improve the relationship we want with our network providers.

Enclosed you will find your amended and restated Participation Agreement. To ease your review, we have included a high-level summary of changes. This new Agreement is effective October 1, 2020. No action is needed on your part to accept the Agreement and there are no recredentialing requirements because you are already credentialed with our networks. Additionally, there are no changes to your fee schedule or reimbursement rates. If you have questions related to this new Agreement, please contact CareFirst via email at carefirstcontracting@carefirst.com. In your correspondence, please include either your Provider ID or TIN for easier identification. As always, your Provider Relations Representative is available for any other matters.

Our Commitment to You and our Members

CareFirst is committed to giving you the information, data, tools and technology needed to easily do business with us so you can focus on giving your patients the best care. In addition to amending and restating our provider Agreement, we updated our Provider Manual and we want to improve our communication methods with you.

- The new, easy to navigate manual applies to all provider types. It contains details about our insurance products, our quality and clinical guidelines, as well as policies and procedures that your office must adhere to as part of your Agreement with CareFirst. The new manual is available at carefirst.com/providermanual.
- To ensure we can quickly communicate and contact you in the future, please fill out the Provider Contact Form by visiting carefirst.com/providercontactform.

Thank you for your participation in our networks. We look forward to continuing our relationship with your organization.

Sincerely,

Stacey R. Breidenstein
Vice President
Networks Management

Enc.: Amendment, Restated Agreement and Appendices, Summary of Changes

CareFirst
Family of health care plans

13517

2020 Provider Participation Agreement Revisions

Overview of Changes

CareFirst BlueCross BlueShield and CareFirst BlueChoice, Inc. (CareFirst) has amended and restated the Participation Agreement with all providers. Below is a summary of changes within the Participation Agreement. For questions about these changes, contact CareFirst via email at carefirstcontracting@carefirst.com.

Maryland Providers Only

- For contract simplification, Maryland providers will now have one participation Agreement with appendices to correspond to their network participation.
- A section that aligns certain provisions with Maryland law.

Administrative Fees

- To ensure we can effectively comply with government regulations, CareFirst requires prompt responses to medical record requests and accurate provider directory information. We have added an ability to assess administrative fees for failure to comply with these requirements.
- Fees are meant to compensate CareFirst for the administrative cost of noncompliance and to increase compliance in a manner that is less disruptive than terminating the provider.

Provider Transparency

- Prior to the contract revision, the Participation Agreement did not require providers to disclose potentially impactful relationships that may affect the alignment of provider incentives.
- The revised Participation Agreement includes disclosure requirements regarding relationships with pharmaceutical and device manufacturers, as well as disclosure of information regarding provider ownership structure and any provider interest in another healthcare entity.

Coding and Billing Accuracy

- As an insurer participating in the Affordable Care Act's Health and Human Services Risk Adjustment Data Validation Program, it is important that claims submitted to CareFirst for processing are coded and billed correctly. Having accurate claims is also important for HEDIS reporting. To address this change in how we do business, the revised Participation Agreement includes provisions emphasizing the providers' obligation to accurately code claims and retain sufficient properly trained personnel to ensure the accuracy and completeness of claims, in a timely manner.

Other Changes

Additionally, CareFirst made the following changes to the Participation Agreement:

- Clarified that co-located participating providers must each bill under their respective Participation Agreements.
- Added a provision requiring that, if a provider charges a member erroneously or charges a member for services that are later determined to be covered services, such charges must be repaid to the member within 15 days, or CareFirst may withhold such charges from future

payments to the provider.

- Added a provision allowing incorporation of American Medical Association alterations to Current Procedural Terminology® codes without amendment.
- Added provisions clarifying that terms of the Participation Agreement cannot be extended to third parties by way of billing, processing or collection services.
- Added a provision for mandatory self-audit at CareFirst's request.
- Added a provision preventing providers from avoiding retroactive denials by refusing to provide medical records.
- Added a provision that a provider cannot charge a member for non-covered services unless the member agrees in writing.
- Added provisions regarding information security and domestic maintenance of data.
- Added provisions for immediate termination of Participation Agreement for insolvency or fraud.
- Added a mechanism to add providers to networks via provision of appropriate appendix and added a mechanism for providers to reject inclusion in any network, without impacting the remainder of the Agreement.
- Added a mandatory mediation provision.
- Added a provision allowing certain notifications to be given through a periodic newsletter.
- Revised the non-disclosure provision to allow sharing of information for certain transparency purposes.

AMENDMENT TO
MASTER ANCILLARY PROVIDER PARTICIPATION AGREEMENT

This Amendment to Master Ancillary Provider Participation Agreement (this "Amendment") is made and entered into as of October 1, 2020 (the "Effective Date") by and between Group Hospitalization and Medical Services, Inc., CareFirst of Maryland, Inc., and/or CareFirst BlueChoice, Inc. (collectively, "Corporation") and Provider.

WHEREAS, the parties have previously entered into one or more Master Ancillary Provider Participation Agreements (each, a "Prior Agreement", and together, the "Prior Agreements"); and

WHEREAS, the Prior Agreements are hereby amended pursuant to the "**AMENDMENTS**" section of each Prior Agreement, as specified herein.

NOW, THEREFORE, in consideration of the foregoing premises, the parties amend the Prior Agreements as follows:

1. Except as otherwise stated in this Amendment, the Prior Agreements are hereby deleted in their entirety and restated as shown in the Amended and Restated Ancillary Provider Participation Agreement, including the applicable appendices or attachments attached thereto, all of which are attached hereto as Exhibit A.

2. Except as otherwise stated in this Amendment, any amendments, attachments, appendices, or exhibits to any of the Prior Agreements are hereby deleted in their entirety.

3. Notwithstanding the foregoing, to the extent any amendment, attachment, appendix, exhibit, or other document attached to any of the Prior Agreements contains one or more provisions addressing the fee schedule or the rate or level of compensation to be paid to Provider, such provisions will survive, and will be considered to be attached to and made a part of the Amended and Restated Ancillary Provider Participation Agreement, such that Provider's compensation under the Amended and Restated Ancillary Provider Participation Agreement as of the Effective Date will be the same as Provider's compensation under the Prior Agreements as of the day prior to the Effective Date. Further, Attachment B to the Prior Agreements, captioned "Participating Provider Locations", is retained and attached to and made a part of the Amended and Restated Ancillary Provider Participation Agreement.

4. To the extent any provision of this Amendment is contrary to any term and/or condition contained in any of the Prior Agreements, this Amendment shall be controlling. This Amendment is issued at the direction of the undersigned, a duly authorized representative of Corporation.

Stacia A. Cohen
EVP, Health Services

AMENDED AND RESTATED
ANCILLARY PROVIDER PARTICIPATION AGREEMENT

BETWEEN

GROUP HOSPITALIZATION AND MEDICAL SERVICES, INC.,
CAREFIRST OF MARYLAND, INC., AND
CAREFIRST BLUECHOICE, INC.

AND

PROVIDER

AMENDED AND RESTATED
ANCILLARY PROVIDER PARTICIPATION AGREEMENT

Between

GROUP HOSPITALIZATION AND MEDICAL SERVICES, INC.,
CAREFIRST OF MARYLAND, INC., and
CAREFIRST BLUECHOICE, INC.

And

PROVIDER

THIS AMENDED AND RESTATED ANCILLARY PROVIDER PARTICIPATION AGREEMENT ("Agreement") is entered into by and between Group Hospitalization and Medical Services, Inc. ("GHMSI"), CareFirst of Maryland, Inc. ("CFMI") (both of which share the trade name CareFirst BlueCross BlueShield) and CareFirst BlueChoice, Inc. (collectively hereinafter referred to as "Corporation") and the medical provider, practice, or entity to which this Amended and Restated Ancillary Provider Participation Agreement was sent, as determined by Corporation's mailing records, (hereinafter referred to as "Provider"), for the provision of services described herein. CFMI shall not be a party to an Agreement with a Virginia Provider. CareFirst BlueChoice, Inc. shall not be a party to an Agreement with any Provider not participating in CareFirst BlueChoice Provider Networks. Neither GHMSI nor CFMI shall be a party to an Agreement with any Provider participating only in CareFirst BlueChoice Provider Networks.

Corporation provides, insures, arranges for, or administers health benefits and related services to, individuals, employers, associations, health plan sponsors, health benefit payors and others, and contracts with Participating Providers (as defined below) in order to facilitate such services. Provider is duly licensed or otherwise authorized to provide or arrange for health care items and services to patients. The Parties desire for Provider to provide or arrange for Covered Services to Members, as those terms are defined below.

This Agreement and the applicable terms and conditions for participation in the Corporation's Networks in which Provider agrees to participate, as set out in Appendix A, attached hereto, as well as any other Attachments and/or Appendices, are collectively referred to herein as the "Agreement". Participation in each Provider Network is enforceable under the terms and conditions contained in the relevant Appendix A and, in the event of a conflict between the language of this Agreement and any section of Appendix A, the language of the relevant section of Appendix A will prevail.

PROVIDER HEREBY EXPRESSLY ACKNOWLEDGES Provider's understanding that this Agreement constitutes a contract between Provider and Corporation. Corporation is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, which permits Corporation to use the Blue Cross and Blue Shield Service Marks in the District of Columbia, Maryland and portions of Virginia. Provider understands that Corporation is not contracting as an agent of the Association, and Provider further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than Corporation and that no person, entity or organization other than Corporation will be held accountable or liable to Provider for any of Corporation's obligations to Provider created under this Agreement. This paragraph will not create any additional obligations whatsoever on the part of Corporation other than those obligations created under other provisions of this Agreement.

IN CONSIDERATION of mutual covenants and promises stated herein and other good and valuable consideration, the undersigned have agreed to be bound by this Agreement as of October 1, 2020, the date set by Corporation as the effective date of the Agreement (hereinafter referred to as the "Effective Date").

I. DEFINITIONS

1.1 **COST SHARE, COINSURANCE, COPAYMENT AND DEDUCTIBLES** - If, pursuant to the terms of a Member's Health Benefit Plan, there is a shared liability and Corporation or a Third Party Payer does not pay one hundred percent (100%) of the allowance, it is the Member's responsibility to pay the remaining portion of the allowance ("Cost Share"). Although the terms of Health Benefit Plans vary, some call for shared proportional liability, (e.g., 80% of the allowance paid by Corporation and 20% owed by the Member), known as "Coinsurance". A "Copayment" is an out-of-pocket fixed amount of the allowed benefit payable by the Member, usually at the time a Covered Service is rendered. The calendar year or plan year "Deductible" is the out-of-pocket expense the Member must satisfy on Covered Services before the Member's Health Benefit Plan begins to make payment. Members may be billed at the time of service for the applicable Copayment, Deductible and Coinsurance.

1.2 **COVERED SERVICES** are those health services provided by providers participating in the applicable Provider network, including Provider, which qualify for payment under the terms of a Member's Health Benefit Plan, as described in the applicable Evidence of Coverage or policy, including any amendments thereto.

1.3 **EMERGENCY** means a medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain, such that the absence of immediate medical attention could be reasonably expected by a prudent layperson, who possesses an average knowledge of health and medicine, to result in: (i) serious jeopardy to the health of a Member or a Member's unborn child; (ii) serious impairment of bodily functions; (iii) serious dysfunction of any bodily organ or part; or (iv) with respect to a pregnant Member who is having contractions that there is inadequate time to safely transport her prior to delivery or that such transfer may pose a threat to the health or safety of the Member or Member's unborn child.

1.4 **HEALTH BENEFIT PLAN** means any group or individual, insured or self-funded health care plan established and/or administered by Corporation (or another entity with access to the applicable Provider Network pursuant to an agreement with Corporation, including, but not limited to the Federal Employee Health Benefits Program, other federal employee health benefit plans and other Blue Cross and Blue Shield Plans), which makes the services of Provider available to its Members.

1.5 **MEDICALLY NECESSARY** describes the use of a service or supply which is commonly and customarily recognized as appropriate in the diagnosis and treatment of a Member's illness or injury; appropriate with regard to standards of good medical practice; not solely for the convenience of the Member, his or her physician, hospital, Provider, or other health care provider; and the most appropriate supply or level of service which can be safely provided to the Member. The decision as to whether a service or supply is Medically Necessary for purposes of payment by Corporation rests with Corporation's Medical Director or his or her designee, however, such a decision will in no way affect Provider's determination of whether medical treatment is appropriate as a matter of medical judgment.

1.6 **MEMBER** means a person covered under any Health Benefit Plan which provides for the furnishing of health care services.

1.7 **PARTICIPATING PROVIDER** means any hospital, physician or other institutional or professional health care provider that has contracted with Corporation directly or through intermediaries, to furnish Covered Services to Members.

1.8 **PROVIDER NETWORK** means a network of Participating Providers that have contracted with Corporation to furnish services to Members in accordance with specific payment and related policies and procedures established by Corporation for that network.

1.9 **EXPERIMENTAL/INVESTIGATIONAL SERVICES** – The term "experimental/ investigational" describes services or supplies that are in the developmental stage and are in the process of human or animal testing. Services or supplies that do not meet all five (5) of the criteria listed below are deemed to be experimental/investigational:

1. The technology* must have final approval from the appropriate government regulatory bodies; and
2. The scientific evidence must permit conclusions concerning the effect of the technology on health outcomes; and
3. The technology must improve the net health outcome; and
4. The technology must be as beneficial as any established alternatives; and
5. The improvement must be attainable outside the investigational setting.

* technology includes drugs, devices, processes, systems or techniques

1.10 **THIRD PARTY PAYER** - means any other entity other than Corporation, such as a health benefit plan offered by a self-funding employer and administered only by Corporation or an affiliate or subsidiary of Corporation, which by virtue of its contractual arrangement with Corporation, is liable for payments to be made by Corporation to Providers participating with Corporation for the provision of Covered Services hereunder. Under these arrangements, Corporation does not assume liability for the payment of Covered Services.

1.11 **ADMINISTRATIVE FEE** – means a fee assessed by Corporation, payable by Provider, for Provider's breach of one or more provisions of this Agreement or upon the occurrence of other events as described herein, all as more fully detailed in Section 4.12, below.

1.12 **PARTICIPATING PROVIDER MANUAL** – means the written manual or manuals setting forth the operational procedures to be followed in implementing Corporation's general policies and programs and those specific to the Provider Network(s) in which Provider is participating, specifically including those governing quality management, utilization management, claims adjudication and payment, credentialing, provider disputes and such other functions performed by Corporation or its designee in the administration of Health Benefit Plans.

1.13 **APPENDIX A** – means any appendix to this Agreement with a caption beginning with the words "Appendix A" (for example, "Appendix A-X" or "Appendix A-Y").

II. PROVISION OF MEDICAL SERVICES

2.1 **MEDICALLY NECESSARY SERVICES** - Provider will provide Medically Necessary services to Members in accordance with the terms of this Agreement. Corporation may deny payment for services which it determines were not Medically Necessary, as required by this Agreement. Provider will, nonetheless, be solely responsible for all clinical decisions regarding the medical care and treatment of Members regardless of Provider's receipt of any recommendations, authorizations or denials of payment from Corporation or its agents.

2.2 **COVERED SERVICES** - Corporation or the applicable Third Party Payer will define the Covered Services for the Health Benefit Plans for which Provider has agreed to provide services in Section 3.4 and in other instructional materials furnished by Corporation. Experimental/Investigational Services may not be Covered Services, as determined by Corporation.

2.3 **STANDARDS OF CARE** - Provider will provide services to Members in accordance with the professional standards of care with which such services are furnished to all persons treated by Provider. The quality and availability of services will be no less than the quality and availability of services provided to all persons treated by Provider. If a Member is referred to Provider by a primary care provider in the same Provider Network, Provider will promptly report to such referring primary care provider the results of all services rendered pursuant to that referral.

2.4 **PROFESSIONAL JUDGMENT OF PROVIDER** - Corporation will not be liable for nor will it exercise control or direction over the methods or professional judgments relied upon by Provider and Provider's employees or representatives in providing services pursuant to this Agreement. Provider will be

solely responsible for supervising and controlling Provider's employees and representatives to ensure that such services are provided in a manner that complies with generally accepted standards of care.

2.5 **NON-DISCRIMINATION**

2.5-1 Provider will provide the Covered Services contemplated herein without regard to the race, age, sex, religion, creed, color, national origin, ancestry, physical handicap, health status, military veteran status, marital status, sexual orientation or gender identity of any Member. In addition, during the term of this Agreement, Provider will not unlawfully discriminate against any employee or applicant for employment because of race, age, sex, religion, creed, color, national origin, ancestry, physical handicap, health status, military veteran status, marital status, sexual orientation or gender identity. Provider will include the nondiscrimination and compliance provisions of this clause in all subcontracts entered into to fulfill its obligations under this Agreement.

2.5-2 Provider recognizes that when acting as a government contractor with the Federal Employee Health Benefits Program, Corporation is subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action, which may also be applicable to subcontractors. Corporation, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses will be incorporated herein as required by such items as federal laws, executive orders and regulations.

2.6 **LOCATIONS** - Provider will deliver services to Members only at locations approved for participation by Corporation which, if necessary, shall be included in an Attachment B. Provider will notify Corporation at least ninety (90) days in advance prior to making any of the following: any additions or changes to locations, any change in the nature or scope of services rendered under this Agreement; and any reduction or change in location of services provided. Provider agrees to work with Corporation to assure that Members are provided with at least the same quality of services as existed prior to any change. Corporation will have the option to terminate this Agreement or Provider's participation in any of Corporation's Provider Networks, if Corporation, in its sole discretion, determines that an addition or change in locations is not in the best interest of Corporation or its Members.

2.7 **ACCURACY OF PROVIDER DIRECTORY DATA AND INFORMATION**

2.7-1 Provider is responsible for providing accurate and updated information to Corporation regarding Provider. Provider will, on or prior to the Effective Date of this Agreement, and at Corporation's request thereafter, provide information to Corporation regarding Provider's practice, including but not limited to: (a) Provider's locations, in accordance with Section 2.6; (b) Provider's hours; (c) Provider's contact information, including phone numbers and email addresses; and (d) the types and scope of services provided by Provider, in accordance with Section 2.6. Provider represents that such information will be complete and accurate when provided to Corporation. Provider will notify Corporation not less than fifteen (15) days (or such longer time as may be required in Section 2.6 or elsewhere in this Agreement) prior to any change in any such information provided to Corporation. Beginning with the first full calendar quarter following the Effective Date, and on a calendar quarterly basis thereafter, Provider will provide an attestation to Corporation or, if applicable, through the multi-carrier common online provider directory information system that all such information remains complete and accurate. Provider is encouraged to enroll with vendors of provider information services as Corporation may from time to time designate.

2.7-2 Provider will provide the attestation under Section 2.7-1, above, each quarter of each year, either through such provider information vendor or directly to Corporation. If Provider fails to provide the attestation, Corporation may assess Provider an Administrative Fee of $100 for each quarter that such attestation is not provided.

2.7-3 If, at any point, Corporation determines that Provider's information as described in this section and as displayed in Corporation's provider directory is not accurate, Corporation will communicate

the same to Provider and Provider will update its information to be accurate within two (2) business days of such communication. If Provider's information remains inaccurate after such time, Corporation may assess Provider an Administrative Fee of $10 for each inaccurate data element, and an Administrative Fee of $10 for each inaccurate data element for every 2 additional days Provider's information remains inaccurate. In addition, if Corporation makes a communication to Provider regarding the inaccuracy of Provider's information more than once in any six-month period, Corporation may assess Provider an Administrative Fee of $100 upon the second and each subsequent such communication within such 6-month period.

III. PAYMENT FOR MEDICAL SERVICES

3.1 PROVIDER COMPENSATION

3.1-1 Provider will be compensated for Covered Services furnished to Members in accordance with the compensation arrangements for the applicable Provider Network and the terms of Members' Health Benefit Plans. Corporation and Third Party Payers will only bear financial responsibility for Medically Necessary Covered Services furnished to Members by Provider. The compensation arrangements for each Provider Network in which Provider is participating are described in Appendix A.

3.1-2 Compensation will be at the lesser of Provider's charge or the standard fee allowed by Corporation for such services, less Members Coinsurance, Copayments and Deductibles, if any. Corporation may deduct from its payment to Provider applicable Copayment, Deductible and Coinsurance charges, as well as charges for non-Covered Services, as determined by Corporation or Corporation's designee consistent with the Member's Health Benefit Plan.

3.1-3 If: (a) Corporation determines that Provider has erroneously charged a Member; or (b) Provider charges or "balance bills" a Member for services that were deemed not to be covered by Member's Health Benefit Plan but are later deemed to be Covered Services payable hereunder, Provider will refund all such amounts to the Member within fifteen (15) days of Corporation's request. If not paid, Corporation is hereby authorized to withhold the amount due from subsequent payments to Provider or to obtain payment directly from Provider, at Corporation's option. The foregoing section will apply even if the Member signed a consent or similar document allowing Provider to charge them the above-referenced amounts.

3.1-4 To the extent that Provider compensation pursuant to a particular Health Benefit Plan is the financial responsibility of a Third Party Payer, Corporation will not be liable for such payments as a consequence of the Third Party Payer's failure to make funds available.

3.1-5 Provider acknowledges and agrees that if the American Medical Association modifies, adds, or deletes Current Procedural Terminology® and/or Healthcare Common Procedure Coding System codes, Corporation may correspondingly modify, add or delete the applicable codes from Corporation's fee schedule or any other place within this Agreement or any related document where they may appear, and such modification, addition, or deletion will not require an amendment to this Agreement. The rate applicable to any such added codes will be Corporation's standard fee schedule for such codes as of the date Corporation establishes such standard fee schedule.

3.1-6 Provider acknowledges and agrees that, in addition to the changes described in Section 3.1-5, Corporation may from time to time implement changes to standard fee schedule, policy, edits and/or billing guidelines that may impact Provider and other providers in the same Provider Network providing the same or similar services as Provider. Corporation will communicate such edits to Provider through a periodic newsletter or such other reasonable fashion as Corporation may determine, not less than sixty (60) days prior to the effective date of such edits.

3.2 **MEMBER IDENTIFICATION** - Provider will be responsible for establishing the identity of all patients who present themselves as Members in any Health Benefit Plans and will promptly report to Corporation any apparent abuse of the privileges of such Health Benefit Plans.

3.3 SUBMISSION OF CLAIMS

3.3-1 Provider agrees to submit claims for Covered Services within three hundred sixty five (365) days from the date the services are rendered. Provider will submit claims to Corporation using the industry standard electronic format or in another mutually acceptable format, whether or not electronic, or as otherwise required by law. The specific information to be provided on claims filed by Provider as a participant in a given Provider Network is set out in the applicable subsections of the appropriate Appendix A and in other instructional materials furnished by Corporation. Claims submitted for secondary payment are not subject to this time period (pursuant to the Coordination of Benefits Section of this Agreement).

3.3-2 Corporation may disallow payment of claims not submitted within the time period specified in this Section, unless Provider can demonstrate to Corporation's satisfaction that there was good cause for the delay.

3.3-3 Subject to Section 3.1-4, Corporation will ensure that payments to Provider for covered services will be made by Corporation or its Designee within thirty (30) days of receipt of a properly completed claim in the appropriate billing format, or will send a notice of receipt and status of the claim. If Corporation fails to comply with this paragraph, Provider shall be entitled to interest pursuant to governing law.

3.3-4 If Provider contracts, subcontracts or otherwise arranges for any third party, including another provider participating in Corporation's Provider Networks, to provide billing, claims processing, claims administration or collection services on behalf of Provider, Provider acknowledges and agrees that Provider must still bill Corporation for Covered Services under and in accordance with the terms and conditions of this Agreement. Provider shall remain responsible and liable for the actions or failures to act of any subcontractor as if they were Provider's own actions or failures to act.

3.3-5 If Provider provides billing, claims processing, claims administration or collection services on behalf of another provider participating in Corporation's Provider Networks, Provider acknowledges and agrees that Provider must bill Corporation for Covered Services under and in accordance with the terms and conditions of that provider's agreement with Corporation.

3.3-6 In submitting each Member claim to Corporation, Provider represents to Corporation that it has obtained the necessary written consent or authorization from the Member to present the Member's past, present and future medical information, including mental health and substance use disorder information, to Corporation for payment and health care operation purposes, and for Corporation, its affiliates and subsidiaries, and its care coordination vendors to analyze the Member's potential need for case management, care management, care coordination, population health and/or referral for treatment. Such consent or authorization shall comply with applicable state and federal law.

3.3-7 Provider agrees that all claims will be submitted to Corporation in accordance with this Agreement, the applicable Participating Provider Manual(s), and all applicable laws and regulations. Provider agrees that it will retain the services of a sufficient number of individuals properly trained in current medical coding and claims submission to ensure the accuracy of Provider's claims. Corporation may from time to time conduct coding audits of Provider's submitted claims, in Corporation's sole discretion.

3.3-8 Provider agrees to collect all applicable Copayments, Deductibles and Coinsurance from Members in accordance with and subject to the terms of the Members' Health Benefit Plans and Provider will not waive the payment of such amounts by the Member unless Corporation explicitly agrees to such waiver in writing.

3.3-9 Corporation reserves the right, at any time upon notice to Provider and in Corporation's sole discretion, to require Provider to submit medical records relevant to any claim along with such claim, and to consider any such claim an incomplete submission if such records are not so provided.

3.3-10 Provider will comply with all Corporation reimbursement policies applicable to Provider Networks in which Provider participates, as stated in the Participating Provider Manual.

3.4 **PROVIDER SERVICES** - Provider agrees to render only those Covered Services defined in the Attachment – Ancillary Services, attached hereto.

3.5 **MEMBERS TO BE HELD HARMLESS** - Provider hereby agrees that in no event, including, but not limited to non-payment by Corporation or any entity with access to this Agreement by virtue of a contract with Corporation, for any reason, including a determination that the services furnished were not Medically Necessary, Corporation's insolvency, Provider's failure to submit claims within the time period specified in Section 3.3 above or breach of this Agreement, will Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Members or persons other than Corporation for Covered Services furnished pursuant to this Agreement. This provision will not prohibit collection of applicable Copayments, Coinsurance or Deductibles billed in accordance with the terms of Corporation's agreements with Members.

Provider further agrees that this provision: (1) will survive the termination of this Agreement regardless of the cause giving rise to such termination; (2) will be construed to be for the benefit of Members; and (3) supersedes any oral or written agreement to the contrary now existing or hereafter entered into between Provider and Members or persons acting on the their behalf. Any modifications, additions, or deletions to the provisions of this hold harmless clause will become effective on a date no earlier than thirty (30) days after the Commissioner of Insurance of the State of Maryland and the State Corporation Commission of the Commonwealth of Virginia have received written notice of such proposed changes.

3.6 **COORDINATION OF BENEFITS** - Members may be eligible for coverage from another payer, such as, but not limited to, group health benefit plans, liability insurers, entities providing workers' compensation or occupational disease coverage, Medicare or other government programs. Each party will inform the other whenever the party realizes a Member has coverage from any such other payer. Provider will collect payment from such other payers, following Provider 's customary collection procedures, whenever any such payer has primary responsibility to provide or pay for Covered Services in accordance with the Coordination of Benefits (COB) and third-party liability requirements of Members' Health Benefit Plans, to the extent permitted by law.

If Corporation is required to pay a portion of Provider's charges for Covered Services not covered by other payers, Corporation will pay Provider only that amount which, when added to the amounts paid or owed by the other payer and any Copayment, Deductible or Coinsurance charges which the Member is required to pay, will not exceed Provider's agreed upon allowance amount for such services pursuant to this Agreement. In those situations in which Medicare is the payer with primary responsibility, the amount payable by the Corporation, when added to the amount paid or owed by the primary payer and the amounts owed by the Member, will equal the Medicare allowed amount. Furthermore, in accordance with Section 3.5 above, Provider will not bill, charge, seek compensation, remuneration or reimbursement from, or have any recourse against Members, for amounts in excess of these agreed upon allowances.

3.7 **DUPLICATE BILLING** - Unless otherwise instructed by Corporation, Provider agrees to refrain from submitting more than one bill to Corporation for Covered Services furnished to a Member pursuant to this Agreement. Provider will not, under any circumstances, including a delay in Corporation's processing of Provider's claims, bill Members for Covered Services which are the subject of such claims.

3.8 **ADJUSTMENTS; AUDITS; REVIEW**

3.8-1 Either party will be entitled to request an adjustment of payment if it notifies the other of an overpayment or underpayment within six (6) months, or such longer period as may be required by applicable law, following the date of such payment by reason of, but not limited to, an inappropriate denial of payment for Covered Services or failure to pay the correct amount due for such services. Except for

those payments referenced in Sections 3.6 of this Agreement or as otherwise provided in this Section, all payments will be final unless an adjustment is requested within this six (6) month period.

3.8-2 Provider agrees that if Corporation makes payment of a claim based on erroneous or incomplete information, or if benefits are misapplied by Corporation or its designated agent and the Member is not entitled to benefits, a refund of the amount erroneously paid to Provider will be made promptly by Provider to Corporation or Corporation, at its option, may deduct such erroneous payments from future payments due Provider if such retractions are initiated up to two years after the claim was paid, unless the law of the applicable jurisdiction establishes a shorter time period.

3.8-3 Adjustments and audits shall be made consistent with the requirements of the applicable state law; provided, however, such provisions shall not apply to self-insured accounts, which shall follow the specific requirements for adjustments and audits set forth in Corporation's contracts with self-insured accounts, or to any federal healthcare program. Notwithstanding the foregoing, duplicate claim payments, fraudulent claims, and improperly coded claims are not subject to the two year limit on retractions. Corporation may deduct the amount which was to be refunded from future payments due Provider if allowable by applicable law. Provider will also promptly refund to Corporation all requested amounts paid to Provider for services for which another carrier or entity has or should have had primary responsibility or Corporation, at its option, may deduct such payments from future payments due Provider if such retractions are initiated up to two years after the claim was paid or within such other time frames consistent with the current legal requirements of the applicable jurisdiction. Claim approvals or payments made by Corporation are contingent upon the accuracy of the diagnostic and other information provided by Provider to Corporation or its designated agent.

3.8-4 At Corporation's request, Provider will review the billing records for claims identified by Corporation against the medical records related to such bills to ensure the accuracy of the bills and charges submitted by Provider to Corporation for such claims. Provider will conduct such investigation promptly, with personnel sufficiently qualified to conduct such work, and with reasonable accuracy and care. Following the completion of such investigation, Provider will promptly provide Corporation with documentation of the results of such investigation.

3.8-5 Corporation may, from time to time and in Corporation's sole discretion, conduct an audit of Provider's claims by requesting medical records from Provider related to claims submitted by Provider to Corporation. Provider shall provide such requested records within fifteen (15) days of Corporation's request, at no cost to Corporation. Failure to provide records as described in this section may result in retroactive denial of such claims, in Corporation's sole discretion and in accordance with this Agreement and applicable law.

3.8-6 In the event any audit results in a recovery of overpayments related to one or more claims submitted by Provider, Provider may, within thirty (30) days of the conclusion of such audit, or such longer time as may be required by law, request reconsideration by providing additional records or other information in support of Provider's claims. Corporation will to review such additional submitted information and may reconsider the conclusions of any audit and any associated recoveries in Corporation's reasonable discretion.

3.9 **NON-COVERED SERVICES** - It is recognized that Members may request services of Provider, which are not Covered Services and which are, therefore, payable by the Member. In all such cases, Provider agrees to advise Members in writing of their payment responsibility prior to rendering such services. The Member must agree in writing that Member shall be financially responsible for the services. In no event will Corporation or any Third Party Payer be responsible for any amount of money owed by a Member to Provider for such non-Covered Services in the event that Provider is unable to collect such amount from a Member. In such instances, Provider shall hold Corporation and any applicable Third Party Payer harmless from and against any claims or expenses arising from the provision of such non-Covered Services.

3.10 **SERVICES NOT MEDICALLY NECESSARY** - Neither Members nor Corporation will be liable for any health care services which are determined, pursuant to applicable utilization review or quality

improvement procedures, to be not Medically Necessary, except where the Member requests such services after being informed in writing prior to receiving the services that they are not deemed Medically Necessary by the Provider. In such cases, the Member will be solely responsible for paying for such services. In no event will Corporation be responsible for any amount of money owed by a Member to Provider for such medically unnecessary services in the event that Provider is unable to collect such amount of money from a Member.

3.11 **INELIGIBLE MEMBER** - Unless required by applicable law, Corporation is not obligated to make payment to Provider for services provided to an individual who is not, at the time such services are received, a duly eligible Member. The fact that an individual possesses an identification card will not obligate Corporation to pay or provide services if, on the date(s) that such services were rendered, the individual is, or is later found to have been, ineligible for medical benefits.

IV. COMPLIANCE WITH CORPORATION'S POLICIES AND PROGRAMS

4.1 **REGULATORY COMPLIANCE AND ACCREDITATION** - Provider and the physicians and/or healthcare professionals providing services under this Agreement will remain in full compliance with all applicable laws and regulations governing their practice and will be duly licensed, in good standing, to furnish services in Provider's respective jurisdiction(s), including such jurisdictions as may be required by virtue of Provider participation in a Provider Network. Evidence of such licensure will be made available to Corporation upon request.

Provider agrees to notify Corporation in writing within five (5) working days of any material change in the status of Provider which is likely to impair or interfere with Provider's performance under this Agreement including, but not limited to: (a) loss, restriction, or suspension of licensure or certification; (b) placement on probation by professional licensing or certification agency; (c) a determination that Provider has been debarred, suspended, or excluded from participation in, or receiving any payment from, federal or state programs; or (d) the issuance of any formal charges against Provider by any governmental agencies, or any other licensing or accreditation organization which would, if sustained, materially impair Provider's ability to comply with Provider's duties and obligations under this Agreement.

Provider agrees to maintain Medicare certification status and shall comply with all credentialing standards and requirements set forth by Corporation for the duration of this Agreement. Upon request by Provider, Corporation may waive the Medicare certification requirement described in the previous sentence, in Corporation's sole and absolute discretion. In addition, Provider will cooperate with Corporation regarding any requirements established by applicable accrediting bodies such as the National Committee for Quality Assurance ("NCQA") and American Accreditation HealthCare Commission/URAC ("URAC"). Provider certifies that they are accredited and will maintain accreditation in accordance with the applicable Participating Provider Manual.

4.2 **UTILIZATION MANAGEMENT AND QUALITY IMPROVEMENT** - To the extent that Provider participates in Provider Networks for Health Benefit Plans which have implemented utilization management and/or quality improvement policies and programs, such as programs intended to improve the quality of care and service or to improve the Member experience, or Provider Networks for Health Benefit Plans which implement such policies or programs during the term of this Agreement, Provider will fully comply with such policies and programs, the details of which are or will be described in the applicable Participating Provider Manual(s). Further, to the extent applicable, Provider will comply with all relevant requirements established by applicable accrediting body (e.g., NCQA, URAC). Provider consents to Corporation using data related to Provider's performance for quality improvement, quality measurement, and reporting purposes, and Provider consents to Corporation disclosing the results of Provider's participation in such programs, including any collection and evaluation of data to measure Provider's performance, in Corporation's reasonable discretion, to the extent allowable by law. Corporation retains the right to perform on-site visits, with prior notice, to review Provider's policies and procedures as they relate to utilization management and quality improvement, and to assess Provider's compliance with same.

4.3 **MAINTENANCE AND RETENTION OF RECORDS** - Provider will maintain medical, financial and administrative records relating to services provided to Members in accordance with Corporation's requirements, applicable federal and state laws and generally accepted business and professional practices. Provider will ensure that a medical record is established and maintained for each Member who receives services from Provider in accordance with Corporation's standards. This record will be opened at the time of a Member's first visit. Provider will maintain such records for a period of at least eleven (11) years from the date of service or from the date a Member attains the age of majority, whichever is later. The obligations of Provider under this Section will survive the termination of this Agreement, regardless of the cause giving rise to such termination.

4.4 **ACCESS TO BOOKS AND RECORDS**

4.4-1 Corporation, its authorized representatives and government agencies, will have the right to inspect, review and make or obtain copies of medical, financial and administrative records, directly related to services rendered to Members, upon reasonable notice, during regular business hours and without audit fees or other charges to Corporation. Copies of records will be furnished to Corporation or its designee upon request and without charge to Corporation or Members. Insofar as Members are required to execute an authorization for the release of their medical records to Corporation upon becoming Members, Provider agrees to accept from Corporation, as a legally sufficient release of Members' medical records, Members' participation in Health Benefit Plans of Corporation and Corporation will not be required to obtain an additional medical release form from Members in order to inspect, review, or make copies of Members' medical records. This provision will survive the termination of this Agreement, regardless of the cause giving rise to such termination.

4.4-2 Corporation encourages Provider to enroll with Corporation's designated vendor for electronic health record connectivity, which vendor Corporation may from time to time designate. At any time that Provider is enrolled with such vendor, Corporation shall not assess Provider any Administrative Fees under Section 4.4-3, below.

4.4-3 Provider will provide any records requested under Section 4.4-1, above, within fifteen (15) days of Provider's receipt of such request. If Provider fails to provide the requested records within such time, Corporation may assess Provider an Administrative Fee of $30 per record upon such failure and again for every fifteen (15) days thereafter that Provider fails to provide such records.

4.5 **CONFIDENTIALITY OF MEMBER INFORMATION AND MEDICAL RECORDS** - Provider will maintain the confidentiality of Member information and information contained in Members' medical records and will only release such records: (a) in accordance with this Agreement; (b) subject to applicable laws; (c) as necessary, to other physicians and/or healthcare professionals treating Members; or (d) with the consent of Members. This provision will not be construed to prevent Provider from releasing information based on such records to organizations or individuals taking part in research, experimental, educational or similar programs, provided that no identification of individual Members is made in the released information.

4.6 **MEMBER COMPLAINTS** - Provider agrees to cooperate fully with Corporation in the investigation and resolution of Member complaints and grievances concerning services provided under this Agreement. Provider will notify Corporation of complaints received by Provider from Members regarding Provider or Corporation or concerning any services rendered under this Agreement.

4.7 **PROVIDER-BASED PHYSICIAN SERVICES** - Provider understands and agrees that its participation in Corporation's Provider Networks is contingent upon the full participation in same of all of its physicians and/or healthcare professionals. Provider will cooperate with Corporation in securing such participation. Provider will promptly notify Corporation of any additions and deletions of such physicians and/or healthcare professionals to its practice.

4.8 **APPEALS** – Corporation will maintain a formal appeals process which utilizes appropriately qualified medical specialists so that Provider may appeal adverse payment and coverage decisions made by

Corporation. Corporation will use its best efforts to render a determination within thirty (30) days of receipt of all information requested as part of the appeal. Corporation will provide Provider with a description of the medical appeals process prior to the effective date of this Agreement and will notify the Provider in a timely manner of any significant changes in this process.

4.9 **PARTICIPATING PROVIDER MANUAL** - The applicable Participating Provider Manual(s) are accessible at www.carefirst.com. The terms of the Participating Provider Manual(s) are incorporated herein by reference. The Participating Provider Manual(s) are subject to modification from time to time at Corporation's sole discretion. The terms of the Participating Provider Manual and of this Agreement shall be interpreted to avoid any conflict. In the event of a conflict, however, the terms of this Agreement shall control.

4.10 **MEMBER ACCESS TO SERVICES** – Provider will make Covered Services available and accessible to Members, including telephone access to Provider during normal hours of operation.

4.11 **DISCLOSURE OF RELATIONSHIPS** – Provider agrees, upon or prior to the effective date of this Agreement, to disclose and detail to Corporation any compensation, reimbursement, or in-kind value received by Provider from any pharmaceutical or medical device researcher or manufacturer. Provider consents to Corporation disclosing such information in Corporation's sole discretion. Provider agrees, upon or prior to the effective date of this Agreement and not less frequently than annually thereafter, to disclose to Corporation any ownership interest by Provider or any parent of Provider or entity under common control with Provider in any entity that provides healthcare or healthcare related services, including but not limited to, any ambulatory surgery center, imaging center, urgent care center, hospital, or special purpose hospital. Provider will provide an attestation to Corporation confirming the accuracy of the information provided pursuant to this section, or updating such information as needed, at least annually.

4.12 **ASSESSMENTS OF ADMINISTRATIVE FEES**

4.12-1 Following Provider's breach of any provision of this Agreement to which an Administrative Fee applies, Corporation will provide notice of the breach and a calculation of the applicable Administrative Fee to Provider. Provider will pay the Administrative Fee, as outlined in such notice, within thirty (30) days of the date of such notice. In no event shall Provider collect, or attempt to collect, any such fee from any Member for any reason; nor shall any such fee be allocated against or used to reduce or increase any Member Copayment, Coinsurance or Deductible.

4.12-2 Specific Administrative Fees are described in the sections to which they apply. Administrative Fees are intended to reflect the increased administrative cost to Corporation resulting from breaches of those provisions and are not in any way intended to be a penalty. Corporation's failure to assess or collect any Administrative Fee, or Corporation's waiver of any Administrative Fee, will not be deemed a waiver of Corporations' right to assess an Administrative Fee or avail itself of any other remedy for any other breach of the same or a different provision. Assessment of an Administrative Fee as a remedy for any breach is in addition to, and not in lieu of, any other remedy available to Corporation for such breach, including but not limited to termination for breach.

4.13 **COMPENSATION FOR REFERRALS** - Provider agrees not to accept any compensation in return for referring any Member to or accepting any referral from a provider for the furnishing of any item or service payable by Corporation. Provider also agrees to refer Members to and accept referrals of Members from providers in accordance with applicable state and federal law, including the laws and regulations of the Medicare program.

4.14 **INFORMATION SECURITY** – Provider agrees to comply with Corporation's policies and procedures regarding information security. Such policies and procedures will be included in the applicable Participating Provider Manual, and may be added to, deleted, or modified from time to time by Corporation

in its sole discretion. Corporation may provide Provider access to certain electronic tools or applications ("Tools"). Provider agrees to comply with any terms of use of any Tool. Provider may provide access to certain Tools to third parties having a need for such access, such as Provider's billing agents, but Provider will remain responsible for any actions or failures to act of any third party so given access. Corporation may, in its sole discretion, rescind access to any Tool or to all Tools in the event Provider or any third party to which Provider has given access fails to comply with any applicable policy, procedure, or term of use. This right is in addition to, and not in lieu of, any other rights of Corporation hereunder. All services performed by Provider under this Agreement will be rendered within the United States, and Provider represents that neither it nor its subcontractors (if any) will transfer, access, or otherwise handle Corporation data outside of the United States.

4.15 **MEDICAL CODING ACCURACY** – Provider will submit all claims with complete and accurate CPT, HCPCs, and ICD-10 CM codes, as applicable. Codes submitted on claims to CareFirst must be reflected in the medical record documentation and are subject to audit. Provider will use the complete, most up-to-date American Medical Association published CPT code set (including CPT II codes) for reporting of physician procedures and services in accordance with the national coding standard for physicians and other health care professionals as defined in the Health Insurance Portability and Accountability Act (HIPAA). ICD-10 CM codes must be coded to the highest level of specificity as supported by medical record documentation. Accurate coding is essential to documenting medical necessity for services rendered.

V. RIGHTS, RESPONSIBILITIES, AND RELATIONSHIP OF THE PARTIES

5.1 **INDEPENDENT CONTRACTOR** - Provider and Corporation are independent contractors. This Agreement is not intended to create an employer-employee, partnership or joint venture relationship between Corporation and Provider or their respective directors, officers, employees or agents.

5.2 **USE OF NAME** - Each party will have the right to use the name of the other party to inform existing or potential health benefits accounts, Members, potential Members, patients and other providers under contract with Corporation that Provider is a participant in one or more of Corporation's Provider Networks. Except as provided herein, neither Provider nor Corporation will use the other party's symbol, trademark or service mark or otherwise use the other party's name without the prior written consent of the other party, and will cease any such use as soon as is reasonably possible upon the termination of this Agreement.

5.3 **RELIANCE ON PARTICIPATION APPLICATION** - Provider acknowledges that in offering Provider participation in any of Corporation's Provider Networks, Corporation has relied to a material extent upon the statements and information supplied by Provider. Provider warrants that such statements and information are true and complete to the best of Provider's knowledge and belief. Provider agrees to hold Corporation harmless with respect to any claims which may arise from statements and information supplied by Provider.

5.4 **PARTICIPATION OF OTHER PROVIDERS IN THE PRACTICE** - Provider understands and agrees that continued participation in any of Corporation's Provider Networks requires that any added physicians and/or healthcare professionals included as Provider under this Agreement must be accepted for participation in the Provider Network. The failure of such providers to be accepted for participation or their refusal to apply for or, upon approval, accept such participation, may result in termination of this Agreement pursuant to Section VIII below. Accordingly, Provider must provide Corporation with at least thirty (30) days' advance notice if Provider intends to join another provider practice or if another physician or healthcare professional intends to join Provider's practice.

5.5 **NON-EXCLUSIVITY** - This Agreement will not be construed to be an exclusive agreement between Corporation and Provider. Nothing in this Agreement or any related documents will be construed to restrict the participation of any of the parties in any other health care delivery system or payment plan.

5.6 **ACCESS TO PROVIDER NETWORKS** - The parties understand and agree that Corporation may contract with other entities including, but not limited to, subsidiaries and other Blue Cross and/or Blue Shield Plans, for access and use of those Provider Networks in which Provider participates. Upon execution of any such contract, Provider understands and agrees that Provider will furnish services to those utilizing these Provider Networks, pursuant to a contract with Corporation, in accordance with the same terms and conditions of participation and compensation as apply when such services are furnished to Corporation's Members, as set out in this Agreement and in the applicable subsection(s) of Appendix A. Provider is not required to participate in an HMO Provider Network as a condition of participation in a non-HMO Provider Network.

5.7 **COOPERATION**

5.7-1 Provider, on behalf of or in communications with patients, physicians and/or other healthcare professionals, will not take any action or make any communication which undermines or could undermine the confidence of Member, potential Members, their employers, their unions, providers, physicians or other healthcare professionals or the public in Corporation or in the quality of care provided to Corporation's Members; but will instead seek to resolve its differences directly with Corporation in a professional manner and without involving Members. Corporation allows open Provider-patient communication and encourages Provider to discuss with Members information that is necessary or appropriate for the delivery of health care services including, but not limited to, appeal rights, public policy issues, and treatment options without regard to benefit availability.

5.7-2 Provider agrees to meet with Corporation at Corporation's request and on a schedule not more frequently than quarterly, as determined by Corporation, to discuss quality improvement, performance data, utilization management, and any other topics reasonably requested by Provider or Corporation relating to this Agreement. Provider will promptly respond to Corporation communications, whether by mail, phone, email, or otherwise.

5.8 **COMPLIANCE** - Each party agrees and will warrant to the other that it shall comply fully with all federal and state statutes, regulations and/or rules in all relevant jurisdictions applicable to its operations and its performance under this Agreement.

5.9 **TRAINING** – Provider agrees to stay current and informed with respect to all Corporation processes and procedures applicable to Provider's relationship with Corporation, including the applicable Participating Provider Manuals. Provider will, as reasonably determined by Provider, attend trainings provided by Corporation, stay informed through newsletter and other communications from Corporation, and promptly communicate to Corporation any questions or concerns Provider may have regarding any current or future policy or procedure of Corporation.

5.10 **ACCESSIBILITY** – Provider agrees to use its best efforts to ensure that Members can schedule an appointment within a reasonable period of time, as defined in the Participating Provider Manual, and that Members are promptly seen at their appointment times. Provider will cooperate with Corporation in any reasonable programs or initiatives designed to help Corporation meet any statutory or regulatory requirements with respect to, or otherwise improve, provider availability and waiting times.

VI. SPECIAL RULES FOR VIRGINIA PROVIDERS

The following provisions apply only to Providers subject to the relevant laws of Virginia and may not be applicable to the Federal Employee Health Benefit Program (FEHBP), administrative services only (ASO), cost plus arrangements or other health plans not subject to state insurance laws and regulations. To the extent that any provision of this Section 6 is contrary to any term contained in the Agreement, this Section 6 shall be controlling for Providers subject to the relevant laws of Virginia.

6.1 **FAIRNESS IN BUSINESS PRACTICES**

6.1-1 **CLAIM PAYMENT** - Corporation shall pay any claim within forty (40) days of receipt of the claim except where the obligation of Corporation to pay a claim is not reasonably clear due to the existence of a reasonable basis supported by specific information available for review by the Provider that:

a. The claim is determined by Corporation not to be a clean claim due to a good faith determination or dispute regarding (i) the manner in which the claim form was completed or submitted, (ii) the eligibility of Member for coverage, (iii) the responsibility of another carrier for all or part of the claim, (iv) the amount of the claim or the amount currently due under the claim, (v) the benefits covered, or (vi) the manner in which services were accessed or provided; or

b. The claim was submitted fraudulently.

Corporation shall maintain a written or electronic record of the date of receipt of a claim. Provider shall be entitled to inspect such record on request and to rely on that record or on any other admissible evidence as proof of the fact of receipt of the claim, including without limitation electronic or facsimile confirmation of receipt of a claim.

6.1-2 **ADDITIONAL INFORMATION** - Corporation shall, within thirty (30) days after receipt of a claim, request electronically or in writing from the Provider the information and documentation that Corporation reasonably believes will be required to process and pay the claim or to determine if the claim is a clean claim. Upon receipt of the additional information requested under this subsection necessary to make the original claim a clean claim, Corporation shall make the payment of the claim in compliance with this section. Corporation may not refuse to pay a claim for services rendered pursuant to this Agreement which are covered benefits if Corporation fails to timely notify or attempt to notify Provider of the matters identified above unless such failure was caused in material part by the Provider; however, nothing herein shall preclude Corporation from imposing a retroactive denial of payment of such a claim as permitted by this Agreement unless such retroactive denial of payment of the claim would violate subsection 7 of this Section. Nothing in this subsection shall require Corporation to pay a claim which is not a clean claim.

6.1-3 **INTEREST OWED ON A CLAIM** - Any interest owing or accruing on a claim shall be paid, without necessity of demand, at the time the claim is paid or within sixty (60) days thereafter.

6.1-4 **CORPORATION POLICIES** -

a. Corporation shall establish and implement reasonable policies to permit Provider (i) to confirm in advance during normal business hours by free telephone or electronic means if available whether the services to be provided are medically necessary and a covered benefit and (ii) to determine Corporation's requirements applicable to the Provider (or to the type of services which Provider has contracted to deliver under the terms of this Agreement) for (a) pre-certification or authorization of coverage decisions, (b) retroactive reconsideration of a certification or authorization of coverage decision or retroactive denial of a previously paid claim, (c) specific payment and reimbursement methodology, coding levels and methodology, downcoding, and bundling of claims, and (d) other specific, applicable claims processing and payment matters necessary to meet the terms and conditions of this Agreement, including determining whether a claim is a clean claim as well as disclosure of policies regarding bundling or downcoding claims submitted by Provider. Provider can review Corporation's policies by visiting Corporation's website at www.carefirst.com/provider.

b. Corporation shall make available to Provider within ten (10) business days of receipt of a request, copies of or reasonable electronic access to all such policies which are applicable to the particular Provider or to particular services identified by the Provider. In the event the provision of the entire policy would violate any applicable copyright law, Corporation may instead comply with this subsection by timely delivering to the Provider a clear explanation of the policy as it applies to the Provider and to any services identified by the Provider.

6.1-5 **PRIOR AUTHORIZATION** - Corporation shall pay a claim if Corporation has previously authorized the service or has advised the Provider or Member in advance of the provision of services that the services are medically necessary and a covered benefit, unless:

a. The documentation for the claim provided by the Provider clearly fails to support the claim as originally authorized;

b. Corporation's refusal is because (i) another payor is responsible for the payment, (ii) the Provider has already been paid for the services identified on the claim, (iii) the claim was submitted fraudulently or the authorization was based in whole or material part on erroneous information provided to Corporation by the Provider, Member, or other person not related to Corporation, or (iv) the person receiving the services was not eligible to receive them on the date of service and Corporation did not know, and with the exercise of reasonable care could not have known, of the person's eligibility status; or

c. During the post-service claims process, it is determined that the claim was submitted fraudulently.

6.1-6 **CHANGE IN INVASIVE OR SURGICAL PROCEDURE** - In the case of an invasive or surgical procedure, if Corporation has previously authorized a health care service as medically necessary and during the procedure Provider discovers clinical evidence prompting the provider to perform a less or more extensive or complicated procedure than was previously authorized, then Corporation shall pay the claim, provided that the additional procedures were (i) not investigative in nature, but medically necessary as a covered service under the covered person's benefit plan; (ii) appropriately coded consistent with the procedure actually performed; and (iii) compliant with Corporation's post-service claims process, including required timing for submission to Corporation.

6.1-7 **RETROACTIVE DENIAL** - Corporation may not impose any retroactive denial of a previously paid claim unless Corporation has provided the reason for the retroactive denial and (i) the original claim was submitted fraudulently, (ii) the original claim payment was incorrect because Provider was already paid for the services identified on the claim or the services identified on the claim were not delivered by Provider, or (iii) the time which has elapsed since the date of the payment of the original challenged claim does not exceed the lesser of:

(a) twelve (12) months or

(b) the time within which Corporation requires that a claim be submitted by Provider following the date on which a service is provided in accordance with the billing provisions of this Agreement. Corporation shall notify Provider at least thirty (30) days in advance of any retroactive denial of a claim.

6.1-8 **RETROACTIVE ADJUSTMENT** - Notwithstanding subsection 7 of this Section, Corporation shall not impose any retroactive denial of payment or in any other way seek recovery or refund of a previously paid claim unless Corporation specifies in writing the specific claim or claims for which the retroactive denial is to be imposed or the recovery or refund is sought. The written communication shall also contain an explanation of why the claim is being retroactively adjusted.

6.1-9 **REIMBURSEMENT SCHEDULE** – No provider contract may fail to include or attach at the time it is presented to Provider for execution (i) the fee schedule, reimbursement policy or statement as to the manner in which claims will be calculated and paid which is applicable to Provider or to the range of services reasonably expected to be delivered by that type of Provider on a routine basis and (ii) all material addenda, schedules and exhibits thereto and any policies (including those referred to in subsection 4 of this Section) applicable to Provider or to the range of services reasonably expected to be delivered by that type of Provider under the provider contract.

6.1-10 **AMENDMENTS** - No amendment to this Provider Agreement or to any addenda, schedule, exhibit or policy thereto (or new addenda, schedule, exhibit, or policy) applicable to Provider (or to the range of services reasonably expected to be delivered by Provider) shall be effective as to the

Provider, unless Provider has been provided with the applicable portion of the proposed amendment (or of the proposed new addenda, schedule, exhibit, or policy) at least sixty (60) calendar days before the effective date and Provider has failed to notify Corporation within thirty (30) calendar days of receipt of the documentation of Provider's intention to terminate the Provider Agreement at the earliest date thereafter permitted under the terms of this Agreement.

6.1-11 **COPYRIGHT PROTECTION OF POLICIES** - In the event that Corporation's provision of a policy required to be provided under subsection 9 or 10 of this Section would violate any applicable copyright law, Corporation may instead comply with this section by providing a clear, written explanation of the policy as it applies to Provider.

6.1-12 **CLAIMS PAYMENT DISPUTE** – Provider can view the Corporation claims payment dispute mechanism at the Corporation website (at **www.carefirst.com/provider).**

6.1-13 **PRIOR AUTHORIZATION OF DRUG BENEFITS –**

The following provisions apply if Provider has prescriptive authority.

a. Corporation will accept telephonic, facsimile, or electronic submission of prior authorization requests that are delivered from e-prescribing systems, electronic health record systems, and health information exchange platforms that utilize the National Council for Prescription Drug Programs' SCRIPT standards.

b. Corporation will communicate to prescriber or his designee within 24 hours, including weekend hours, of submission of an urgent prior authorization request to Corporation, if submitted telephonically or in an alternate method directed by Corporation, that the request is approved, denied, or requires supplementation (additional information, limited to items specifically requested on the applicable prior authorization request, necessary to approve or deny a prior authorization request).

c. Corporation will communicate electronically, telephonically, or by facsimile to the prescriber or his designee, within two business days of submission of a fully completed prior authorization request, that the request is approved, denied, or requires supplementation.

d. Corporation will communicate electronically, telephonically, or by facsimile to the prescriber or his designee, within two business days of submission of a properly completed supplementation from prescriber or his designee, that the request is approved or denied.

e. If the prior authorization request is denied, Corporation shall communicate electronically, telephonically, or by facsimile to prescriber or his designee, within the timeframes established by subsection c or d, as applicable, the reasons for the denial.

f. If a prior authorization was approved by another carrier, upon Corporation's receipt from the prescriber or his designee of a record demonstrating the previous carrier's prior authorization approval or any written or electronic evidence of the previous carrier's coverage of such drug, Corporation will honor that prior authorization for the initial 30 days of a Member's prescription drug benefit coverage under a new health plan, subject to the provisions of the Member's Health Benefit Plan.

g. Corporation will use a tracking system for all prior authorization requests. Corporation will provide the identification information electronically, telephonically, or by facsimile to the prescriber or his designee, upon Corporation's response to the prior authorization request.

h. Corporation's prescription drug formularies, all drug benefits subject to prior authorization by Corporation, all of Corporation's prior authorization procedures, and all prior authorization

request forms accepted by Corporation are available at www.carefirst.com/provider. Corporation will update this information within seven days of approved changes.

i. Corporation will honor a prior authorization issued by Corporation for a drug, other than an opioid, regardless of changes in dosages of such drug, provided such drug is prescribed consistent with FDA labeled dosages;

j. Corporation will honor a prior authorization issued by Corporation for a drug regardless if the covered person changes plans with the same carrier and the drug is a covered benefit with the current health plan;

k. Corporation, when requiring a prescriber to provide supplemental information that is in the covered individual's health record or electronic health record, will identify the specific information required; and

l. No prior authorization will be required for at least one drug prescribed for substance abuse medication-assisted treatment, provided that (i) the drug is a covered benefit, (ii) the prescription does not exceed the FDA labeled dosages, and (iii) the drug is prescribed consistent with the regulations of the Board of Medicine.

6.2 SPECIAL RULES FOR VIRGINIA PHARMACY PROVIDER AUDITS

The following provisions apply only to audits of Provider, to the extent Provider is deemed to be a "pharmacy provider" under the relevant laws of Virginia.

6.2-1 Pursuant to any audit of Provider by Corporation, Corporation may not recoup amounts from Provider calculated from or arising out of any of the following:

1. Probability sampling, extrapolation, or other mathematical or statistical methods that allegedly project an error;
2. Clerical errors by Provider;
3. An act or omission of Provider that was not specifically prohibited or required by this Agreement when the claim was adjudicated unless the act or omission was a violation of applicable law or regulation;
4. The refusal of Corporation or its intermediary to consider during an audit or audit appeal a pharmacy record in electronic form to validate a claim;
5. Dispensing fees or interest on the claim, except in the event of an overpayment, if the prescription was dispensed in accordance with applicable law or regulation;
6. Any claim authorized and dispensed more than 24 months prior to the date of the audit unless the claim is adjusted at the direction of the Virginia State Corporation Commission, except that this time period shall be tolled while the denial of the claim is being appealed;
7. An alleged breach of auditing requirements if they are not the same as the requirements that the Corporation or intermediary applies to other participating pharmacy providers in the same setting.
8. The refusal of the Corporation or its intermediary to consider during an audit or audit appeal a pharmacy record, a prescriber or patient verification, or a prescriber record to validate a claim; or
9. The alleged failure of Provider to supply during an audit or audit appeal a pharmacy record not specifically identified in this Agreement.

6.2-2 The initial onsite audit shall give Provider written notice at least 14 days before conducting the initial audit for each audit cycle and shall disclose the specific prescription numbers to be included in the audit. Corporation or its intermediary may mask the last two digits of such numbers. Provider shall have at least 72 hours after receiving the written notice of an onsite audit to request a five business-day extension of the proposed audit date. A Provider making such a request shall be granted at least five additional business days and shall cooperate with the auditor to establish an alternative date.

6.2-3 Unless otherwise consented to by Provider, an onsite audit shall not be initiated or scheduled during the first five calendar days of any month, or on a Monday and shall not involve the auditing of more than one location of the pharmacy at any particular time.

6.2-4 No onsite audit of a particular pharmacy location on behalf of a particular carrier shall occur more than once in a 12-month period.

6.2-5 Each pharmacy shall be audited under the same standards and parameters as every other similarly situated pharmacy. Any documentation and records required by an auditor during an audit shall be of the same type as the documentation and records required for all other similarly situated pharmacies.

6.2-6 Any audit issues that involve clinical or professional judgment shall be conducted by a pharmacist who has available for consultation a pharmacist licensed by the Commonwealth.

6.2-7 Each audit shall be conducted by a field agent who possesses the requisite knowledge and experience in pharmacy practice.

6.2-8 Audits shall be conducted in the Commonwealth in compliance with federal and state laws, rules, and regulations, including regulations adopted by the Board of Pharmacy.

6.2-9 Prescriptions shall be considered valid prescriptions if they are compliant with the then-current Board of Pharmacy rules and regulations and have been successfully adjudicated upon a clean claim submission. Carrier restrictions shall be addressed during the claims adjudication process either through the rejection of the clean claim or a rejection of the clean claim with direction to obtain a prior authorization and shall not be the basis for a retrospective recoupment of a paid claim.

6.2-10 Electronic records, including electronic beneficiary signature logs, electronic tracking of prescriptions, electronic prescriber prescription transmissions and imagery of hard copy prescriptions, electronically scanned store and patient records maintained at or accessible to the offices of an audited pharmacy's central operations, and any other reasonably clear and accurate electronic documentation shall be acceptable for auditing under the same terms, conditions, and validation and for the same purposes as their paper analogs. Point of sale electronic register data shall qualify as proof of delivery to the patient, provided that the auditor can validate the receipt on the basis of the patient data included.

6.2-11 Provider may use the historical records of a hospital, physician, or other authorized practitioner of the healing arts for drugs or medicinal supplies written and transmitted by any documented means of communication for purposes of validating the pharmacy record with respect to orders or refills of a legend or narcotic drug.

6.2-12 Validation and documentation at the time of dispensing of appropriate days' supply and drug dosing shall be based on manufacturer guidelines and definitions or, in the case of topical products or titrated products, based on the professional judgment of the pharmacist in communication with the patient or prescriber.

6.2-13 Provider's usual and customary price for compounded medications is considered the reimbursable cost unless the pricing methodology is published in the provider contract and signed by both parties or their agents.

6.2-14 Corporation or its intermediary shall not make charge backs or seek recoupment from Provider, or assess or collect penalties from Provider, until the time period for filing an appeal to an initial audit report has passed or until the appeals process has been exhausted, whichever is later. If the identified discrepancy for a single audit exceeds $25,000, future payments in excess of that amount may be withheld pending adjudication of an appeal.

6.2-15 The preliminary audit report shall (i) be delivered to Provider or its pharmacy corporate office within 60 calendar days, with reasonable extensions allowed, after conclusion of the audit and (ii)

contain claim level information for any discrepancy found and total dollar amount of claims subject to recovery.

6.2-16 Provider shall be allowed at least 60 calendar days following receipt of the preliminary audit report in which to produce documentation to address any discrepancy found during an audit or to file an appeal.

6.2-17 A final audit report containing claim level information for any discrepancy found and total dollar amount of claims subject to recovery shall be delivered to Provider or its pharmacy corporate office (i) within 90 calendar days after Provider's receipt of the preliminary audit report, if Provider does not file an appeal or offers no documentation to address a discrepancy found during an audit, or (ii) within 60 calendar days after Corporation receives Provider's appeal or documentation to address a discrepancy.

6.2-18 Corporation or its intermediary shall not recover from Provider payment of claims that is identified through the audit process to be the responsibility of another payer.

6.2-19 No recoupment of amounts paid to Provider for any claim shall be made solely on the basis of a prescriber's or patient's lack of response to a request made by a carrier or its intermediary.

6.2-20 Corporation or its intermediary shall issue its initial audit findings in conformity with the laws of the Commonwealth

6.2-21 Corporation or its intermediary shall not retroactively deny a claim (i) more than one year after the date of payment of the claim if the reason for denial would be patient ineligibility or (ii) at any time if Corporation or its intermediary verified the patient's eligibility at the time of dispensing and provided an authentication number to the pharmacy.

6.2-22 In the absence of fraud by Provider, Corporation may not terminate or fail to renew this Agreement on the basis of Provider invoking its rights under this Section

VII. INSURANCE AND INDEMNIFICATION

7.1 **INSURANCE COVERAGE** - Provider will obtain, at Provider's own cost, and keep in force, adequate policies providing comprehensive general liability, professional liability and other insurance, as may be necessary to insure Provider and Provider's agents and employees against any claim or claims for damages arising out of the rendering of or failure to render professional services pursuant to this Agreement. Policy limits of professional malpractice coverage will be as described in the applicable Participating Provider Manual, unless the parties otherwise agree in writing. Provider will maintain policies of general liability and other insurance in amounts consistent with provider practice standards. Evidence of the insurance coverage required under this Section will be made available to Corporation upon request. Provider will give Corporation at least fifteen (15) days' advance notice of cancellation or any modification of such professional malpractice insurance.

7.2 **NOTICE OF CLAIMS** - Provider will notify Corporation immediately of the filing of any claims against Provider or other person(s) for whose acts or omissions Provider is responsible, filed by any Member or of any pending or threatened claim or incident which may give rise to such claim with respect to any Member. Corporation will promptly notify Provider of the initiation of legal action against Corporation by a Member concerning or relating to services rendered by Provider hereunder.

7.3 **INDEMNIFICATION** - Within the limits of Provider's policies of professional and general liability insurance and to the extent not otherwise inconsistent with the laws of the jurisdiction in which Provider practices, each party will indemnify and hold harmless the other, its appointed boards, officers, employees, agents and subagents, individually and collectively, from all fines, claims, demands, suits or actions of any kind or nature arising by reason of the indemnifying party's acts or omissions in the course of its performance of its obligations under this Agreement. Nothing in this Agreement or in its performance will be construed to result in any person being the officer, servant, agent or employee of the other party when

such person, absent this Agreement and its performance, would not in law have had such status. This indemnification section shall survive termination or expiration of this Agreement.

VIII. TERM AND TERMINATION

8.1 **TERM** - This Agreement will take effect on the Effective Date set forth above and will continue for one (1) year. Thereafter, this Agreement will continue in effect unless and until the Agreement is terminated in accordance with its terms. While termination of the Agreement will terminate Provider's participation in all of Corporation's Provider Networks, termination of Provider's participation in any one or more of Corporation's Provider Networks will not result in the termination of Provider's participation in other Provider Networks in which Provider participates.

8.2 **TERMINATION WITHOUT CAUSE** - Either party may terminate this Agreement or Provider's participation in any one or more of Corporation's Provider Networks at any time upon ninety (90) days' prior written notice to the other party. This option may be exercised by either party without cause and does not require either party to establish or prove that there is cause for the termination or to disclose the basis of their decision to the other party.

8.3 **IMMEDIATE TERMINATION** - Notwithstanding any other provision of this Agreement, Corporation may terminate this Agreement immediately upon notice to Provider in the case of any of the following:

8.3-1 Provider's license or certificate to provide services hereunder is put on probation, suspended, revoked, or surrendered;

8.3-2 The right of any physician or other healthcare provider employed by or under contract with Provider to prescribe controlled substances is put on probation, suspended or revoked;

8.3-3 Provider's or other physicians' or healthcare professionals' continued participation represents a potential risk of imminent harm or danger to the health and/or safety of Members;

8.3-4 Provider makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, avails itself of or is the subject of any proceeding under the Federal Bankruptcy Act or any state law relating to insolvency or the protection of rights of creditors.

8.3-5 Any court of relevant jurisdiction finds that Provider or any individual having responsibility for Provider has committed fraud, or Corporation otherwise reasonably believes that Provider or any individual having responsibility for Provider has committed fraud.

8.4 **TERMINATION UPON BREACH** - The Agreement or Provider's participation in any one or more of Corporation's Provider Networks may be terminated by either party for a material breach by the other of its obligations under this Agreement by giving ninety (90) days' written notice to the breaching party of the breach. Any such termination will be effective on the date stated in the notice of termination if the other party has failed to: (a) cure to the reasonable satisfaction of the non-breaching party; or (b) take or make substantial efforts to cure the breach prior to the expiration of the thirty (30) day period following receipt of such written notice.

Termination of this Agreement in accordance with the above may occur upon, but is not limited to, the following actions or events:

8.4-1 Any owner of, partner in, or healthcare professional with responsibility for Provider is arrested, indicted or convicted of a felony or any criminal charge, including a misdemeanor, related to the practice of medicine or the administration of a medical practice;

8.4-2 Provider's professional liability insurance, as required by this Agreement, is canceled or terminated without replacement coverage having been secured;

8.4-3 Other providers in Provider's practice refuse to apply for participation in the Corporation's Participating Provider Network in which Provider is participating, refuse to accept participation once applied for and offered by Corporation or are not accepted for participation in such Network;

8.4-4 Provider fails or refuses to provide or arrange for the provision of Covered Services to Members in a professionally acceptable manner; or

8.4-5 Provider does not accept an amendment to this Agreement which has been initiated by Corporation pursuant to Section IX, other than new Provider Network appendices, as described in Section IX.

8.5 **CONSENT NOT REQUIRED** - This Agreement may be terminated without the consent of any Member, Participating Provider or any other third party.

8.6 **EFFECT OF TERMINATION** - Termination will have no effect upon the rights and obligations of the parties arising out of any transactions occurring prior to the effective date of termination. In the event of termination, Provider will cooperate with Corporation in the orderly transfer of Members' care, including records, to other providers participating in the applicable Provider Network. The parties will cooperate in promptly resolving any outstanding financial, administrative or patient care issues upon the termination or expiration of this Agreement or Provider's participation in any one or more of Corporation's Provider Networks. During the term of this Agreement, or following the termination or expiration of this Agreement or Provider's participation in any one or more of Corporation's Provider Networks, Provider agrees to refrain from any action that interferes with the relationship between Corporation and its existing or prospective Members, health benefits accounts, or other physicians or providers.

8.7 **CONTINUATION OF SERVICES AND PAYMENTS** - Upon Corporation's request and with Group's consent, Provider will continue to render Covered Services to Members under Provider's care at the time of expiration or termination of the Agreement or Provider's participation in any one or more of Corporation's Provider Networks until the services being rendered to the Member by Provider are completed or reasonable and medically appropriate provisions have been made for another provider to assume responsibility for providing such services. The provision of such services and the reimbursement to Provider for these services will be subject to all applicable terms of this Agreement on the same basis as those services provided during the term of this Agreement.

8.8 **PRIOR ACTS** - In the event of termination of this Agreement for whatever reason, each party will remain liable for its activities or the activities of its employees or representatives during the term of the Agreement. Each party will retain the right to seek any redress available under law for any loss or injury caused by the other party's breach of its obligations under this Agreement.

8.9 **ACCESS TO RECORDS** - Notwithstanding termination of this Agreement or Provider's participation in any one or more of Corporation Provider Networks, Corporation or its designated agent will continue to have access to the records of Provider for three (3) years following termination, as necessary, to fulfill the terms of this Agreement; and shall be made available for at least ten (10) years thereafter as required to respond to governmental inquiries, lawsuits or other legal actions, or as otherwise necessary for compliance with governmental programs.

IX. AMENDMENTS

This Agreement may be amended by Corporation by providing such amendment to Provider sixty (60) calendar days prior to the effective date of the amendment. If an amendment is not acceptable to Provider, Provider may terminate participation under the Agreement or participation in the affected Provider Network(s) being amended by giving Corporation written notice of termination within thirty (30) calendar days after receipt of the proposed amendment. Upon receipt of a timely termination notice, Corporation may,

at its option, reject the termination notice given by Provider and continue the participation of the Provider under the Agreement without the amendment upon notice to Provider five (5) days prior to the effective date of the amendment. If Corporation does not receive a timely notice of termination from Provider, Provider will be deemed to have accepted the amendment and its terms.

Corporation may, from time to time, invite Provider to join an existing Provider Network or a newly developed Provider Network, by providing to Provider an appendix to this Agreement specific to that Provider Network not less than sixty (60) days in advance of the effective date of such appendix. Provider may, within thirty (30) days of receipt of such appendix, reject participation in such Provider Network by notice to Corporation of Provider's unwillingness to participate in such Provider Network. In the event Provider provides such notice, such appendix shall be considered terminated and shall be of no further effect, and this Agreement, including any amendments and appendices other than the appendix so rejected, shall remain in full force and effect. In the event Provider does not provide such notice, the appendix shall be effective and Provider will be considered to be participating in such Provider Network as of the effective date of such appendix.

X. MARYLAND SPECIFIC PROVISIONS

For purposes of clarity, the following statutes, among others, apply to claims under Maryland insured health benefit plans that are subject to the Maryland Insurance Article. The time periods for submitting claims for reimbursement, for appeals of whole or partial denial of claims, and adjustment of claims shall be governed by Section 15-1005. The time periods for retroactive denial of reimbursement shall be governed by Section 15-1008 of the Maryland Insurance Article. With respect to any claim to which those Sections apply, the Maryland law shall govern in the event of any conflict between those provisions and any term of this Agreement. In the event of an assignment of this Agreement within the scope of Section 15-125(b) of the Maryland Insurance Article, CareFirst shall provide the notice to individual health care providers required by that Section and obtain any consent required by that Section prior to assignment. An individual health care provider within the scope of Section 15-125 of the Maryland Insurance Article will not be required to serve on a workers' compensation panel as a condition of participating in a Provider Network.

XI. GENERAL PROVISIONS

11.1 **SEVERABILITY** - If any provision of this Agreement is rendered invalid or unenforceable by any state or federal statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect.

11.2 **ASSIGNMENT** - This Agreement, which is intended to secure the services of Provider, will not in any manner be assigned, delegated or transferred by Provider without the prior written consent of Corporation. Corporation may assign this Agreement to any entity that controls, is controlled by, or that is under common control with Corporation, now or in the future, or which succeeds to its business through a sale, merger or other corporate transaction.

11.3 **CHANGE IN CONTROL** - In the event Provider intends to undergo any change in control of Provider, Provider will provide Corporation with not less than thirty (30) days' written notice prior to the effective date of such change in control; provided, however, that if Provider is contractually prohibited from providing such notice prior to the effective date of such change in control, Provider will provide such notice upon the effective date of such change in control. For purposes of this provision the term "control" means either: (1) holding fifty (50%) percent or more of the outstanding voting securities of an entity; (2) having the contractual power presently to designate a majority of the directors of a corporation, or in the case of unincorporated entities, of individuals exercising similar functions; or (3) in the case of an entity without outstanding voting securities, having the right to fifty (50%) percent or more of the profits of the entity or the right, in the event of dissolution, to fifty (50%) percent or more of the assets of the entity.

11.4 **SUBCONTRACTING** – Provider may not subcontract this Agreement or any of its obligations hereunder without the express written consent of Corporation, which may be granted or withheld in Corporation's sole discretion; provided, however, that Provider's engagement of one or more third parties to provide billing, claims processing, claims administration or collection services on behalf of Provider shall not be considered subcontracting for the purposes of this paragraph. In the event Corporation allows any subcontracting hereunder, Provider shall remain responsible and liable for the actions or failures to act of any subcontractor as if they were Provider's own actions or failures to act.

11.5 **GOVERNMENTAL FEES AND FINES** – In the event that Corporation is assessed any fee or fine by any governmental body, and such fee or fine is incurred due to any action or failure to act of Provider, its affiliates, parents, subsidiaries, employees, or agents, Provider agrees, upon receiving notice of any such fee or fine from Corporation, to promptly pay to Corporation an amount equal to the fee or fine.

11.6 **DISPUTE RESOLUTION**

11.6.1 This Dispute Resolution procedure does not apply to any dispute otherwise specifically provided for by statute in the jurisdiction in which services are being rendered, or in any case where a party reasonably suspects fraud.

11.6.2 Before initiation of mediation under Section 11.6.3, a party must send written notice of the dispute to the other party for attempted resolution by good faith negotiations between their designees within thirty (30) calendar days after such notice is received. If the matter has not been resolved within such time, either party may initiate a proceeding as provided herein.

11.6.3 Except as provided in Section 11.6.1, if a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation under Section 11.6.2, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Procedures before resorting to arbitration under Section 11.6.4.

11.6.4 Except as provided in Section 11.6.1, and after good faith negotiations as described in Section 11.6.2 and mediation as described in Section 11.6.3, any dispute, claim, or controversy arising out of or relating to this Agreement or breach thereof (hereinafter "Dispute") shall be settled exclusively by binding arbitration, which shall be conducted in Baltimore, Maryland, administered by the AAA, in accordance with its Commercial Arbitration Rules then in effect, or under such other guidelines as the parties may mutually agree. The parties will select a single arbitrator from a panel of arbitrators proposed by the AAA. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the AAA; judgment on any award rendered by the arbitrator may be entered by either party in a court of competent jurisdiction; provided, however, that the arbitrator shall be precluded from awarding attorneys' fees or costs to any party.

11.7 **BINDING EFFECT** - This Agreement will be binding upon and inure to the benefit of the respective successors and assigns of Corporation and Provider.

11.8 **WAIVER OF BREACH** - No waiver, or alleged waiver, of any breach, right or duty under this Agreement shall be effective unless an authorized representative of the waiving party has specifically affirmed same in a written, signed and dated document. Nor shall waiver of a breach of any provision of this Agreement be deemed a waiver of any other breach of the same or different provision. Corporation reserves the right to waive any requirement hereunder to the extent the nature of Provider's practice makes such requirement impossible or inapplicable, in Corporation's sole discretion.

11.9 **IMPOSSIBILITY OF PERFORMANCE** - Neither party will be deemed to be in violation of this Agreement if it is prevented from performing its obligations by events beyond its control including, without

limitations, acts of God or of the public enemy, flood or storm, strikes, or statute, rule, regulation or action of any government or governmental agency. The parties will make a good faith effort, however, to assure that Members have access to Provider's services, consistent with applicable law, despite such events.

11.10 **NOTICES** - Any notice required to be given pursuant to the terms and provisions hereof will be given in writing. This may include via email. The parties may change the address at which notice is to be given by supplying written notice of the change in advance. Notices required from Provider shall be delivered to:

CareFirst BlueCross BlueShield
Attn: Networks Management
10455 Mill Run Cir.
Owings Mills, MD 21117

Notices required from Corporation that are applicable to all providers in a given Provider Network may be given through a periodic newsletter or similar communication, at Corporation's discretion and in accordance with applicable law. Other notices from Corporation to Provider shall be sent to Provider's address on file with Corporation.

11.11 **GOVERNING LAW** - This Agreement will be governed by laws of the jurisdiction in which services are being rendered.

11.12 **HEADINGS** - The headings contained in this Agreement are for reference purposes only and will not affect the meaning or interpretation of this Agreement.

11.13 **ENTIRE AGREEMENT** - This Agreement, its attachments, appendices and any amendments thereto promulgated pursuant to Section IX of this Agreement and any documents incorporated by reference constitute the entire agreement between Corporation and Provider. It supersedes all prior written or oral understandings between the parties relating to the subject matter of this Agreement.

11.14 **DISAFFILIATION** – In the event that one or more of the entities in the Corporation disaffiliates with the others, the Agreement may be divided into two or more participation agreements in accordance with the service area retained, or as circumstances otherwise require.

11.15 **NON-DISCLOSURE** - The terms of this Agreement are considered confidential and shall not be disclosed other than as may be required by law, regulation, for law enforcement purposes, at the request of an applicable licensing board or other governmental agency having responsibility for or oversight of health care, for the limited purpose of confirming accurate payments to Provider to a self-funded health care plan administered by Corporation or an affiliate or subsidiary of Corporation, as reasonably necessary to enforce the provisions hereof, or as otherwise allowed in this Agreement.

Provider specifically represents that it will not share with or disclose to any third party any fee schedule or portion thereof, or any provision regarding payment terms or amounts under this Agreement, except as provided above, or with the express written consent of Corporation. Notwithstanding the foregoing, Provider may share with or disclose fee schedule information to Provider's accountants, attorneys, or billing agents having a need to know such information, provided such parties are bound by confidentiality provisions not less restrictive than those found herein.

Nothing herein shall be construed to prohibit any Member communication necessary or appropriate for the delivery of health care services, regarding treatment alternatives, regarding appeal or grievance rights, or identifying amounts payable for provision of Covered Services as necessary to facilitate treatment or payment, or any other communication protected under federal or state law. Corporation may share information relating to Provider's charges, including any fee schedule or portion thereof, with its Members through a written explanation of benefits, through electronic tools, or otherwise as Corporation deems reasonably necessary.

Each party acknowledges that breach or threatened breach of this section might cause irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the non-breaching party will be entitled to seek injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

This section will survive the expiration of this Agreement.

ATTACHMENT - ANCILLARY SERVICES

SKILLED NURSING FACILITY

Provider agrees to render to Corporation's Members only those services described in this Attachment. In the event that services not listed in this Attachment are provided to Member, such Member shall be held harmless for the payment of such services. These services include:

Twenty-four hour nursing care services and all relates supplies for the observation, assessment, monitoring, treatment, and intervention; rehabilitative therapies offered a minimum of six (6) days a week focusing on functional outcomes by increasing or maintaining strength and endurance. Therapies include physical therapy, speech therapy, and respiratory therapy.

Should Provider, in his or her judgment, decide that the rendering of a service not included in this Attachment is Medically Necessary and required for the adequate care of the Member, the Provider must first obtain authorization from Corporation's Medical Director, or his or her designee prior to the rendering of such service.

APPENDIX A-PAR/ANCIL
PARTICIPATING PROVIDER NETWORK

Provider agrees to provide services to eligible Members in accordance with the terms and conditions set forth below.

This Appendix is effective as of October 1, 2020.

I. NETWORK OVERVIEW

For the purposes of this appendix, "Members" means Members with Health Benefit Plans that rely on the Participating Provider Network ("Network") for the provision of such services.

By virtue of Provider's participation in the Network, Provider agrees to accept certain allowances as payment in full for Medically Necessary Covered Services furnished to Members and to file claims for such services directly with Corporation. Provider further agrees to provide services in accordance with the terms and conditions stated below, as well as those in the Agreement, and those applicable to each Member's Health Benefit Plan.

In the event of a conflict between the language of the Agreement and this Appendix with respect to Provider's participation in the Network, the language in this Appendix will prevail.

II. PROVISION OF SERVICES

2.1 **UTILIZATION MANAGEMENT/PRE-CERTIFICATION** - Provider agrees that if the services of another provider or health care facility are required for a Member, Provider will ensure that the other provider and/or health care facility participates in the Network except in an emergency situation.

2.2 **QUALITY MANAGEMENT** – Provider agrees to fully cooperate and comply with Corporation's quality assurance policies and programs.

2.3 **REFERALS TO OTHER PROVIDERS** - Provider agrees that if the services of another health care facility or provider are required for a Member, Provider will ensure that the other health care facility and/or provider participates in the Network

III. COMPENSATION

3.1 **SOURCE OF PAYMENT** - Provider will be compensated for services furnished to Members in accordance with the compensation arrangements described below.

3.2 **BILLING** - Provider agrees to submit itemized bills for Covered Services in accordance with Section 3.3 of the Agreement.

3.3 **BASIS OF PAYMENT** – Corporation will reimburse Provider for properly authorized, Covered Services rendered to Members at the lesser of Provider's charges or the rates listed in the Compensation Schedule, attached hereto as Attachment A, less any Member liability.

APPENDIX A-RPN/ANCIL
REGIONAL PARTICIPATING PREFERRED NETWORK

Provider agrees to provide services to eligible Members in accordance with the terms and conditions set forth below.

This Appendix is effective as of October 1, 2020.

I. NETWORK OVERVIEW

For the purposes of this appendix, "Members" means Members with Health Benefit Plans that rely on the Regional Participating Preferred Network ("Network") for the provision of such services.

In order to qualify for participation in the Network, sometimes called the "Regional Preferred Network", Provider must enter into an Agreement with Corporation. By virtue of Provider's agreement to participate in the Network, Provider agrees to accept certain allowances as payment in full for Medically Necessary Covered Services furnished to Members and to file claims for such services directly with Corporation. Provider agrees to provide services in accordance with the terms and conditions stated below, as well as those in the Agreement, and those applicable to each Member's Health Benefit Plan.

In the event of a conflict between the language of the Agreement and this Appendix with respect to Provider's participation in the Network, the language in this Appendix will prevail.

II. PROVISION OF SERVICES

2.1 **UTILIZATION MANAGEMENT/PRE-CERTIFICATION** - Provider agrees that if the services of another provider or health care facility are required for a Member, Provider will ensure that the other provider and/or health care facility participates in the Network except in an emergency situation.

2.2 **QUALITY MANAGEMENT** – Provider agrees to fully cooperate and comply with Corporation's quality assurance policies and programs.

2.3 **REFERALS TO OTHER PROVIDERS** - Provider agrees that if the services of another health care facility or provider are required for a Member, Provider will ensure that the other health care facility and/or provider participates in the Network.

III. COMPENSATION

3.1 **SOURCE OF PAYMENT** - Provider shall be compensated for services furnished to Members in accordance with the compensation arrangements described below.

3.2 **BILLING** - Provider agrees to submit itemized bills for Covered Services in accordance with Section 3.3 of the Agreement.

3.3 **BASIS OF PAYMENT** – Corporation will reimburse Provider for properly authorized, Covered Services rendered to Members at the lesser of Provider's charges or the rates listed in the Compensation Schedule, attached hereto as Attachment A, less any Member liability.

APPENDIX A-BC/ANCIL
CAREFIRST BLUECHOICE PARTICIPATING PROVIDER NETWORK

Provider agrees to provide services to eligible Members in accordance with the terms and conditions set forth below.

This Appendix is effective as of October 1, 2020.

I. NETWORK OVERVIEW

For the purposes of this appendix, "Members" means Members with Health Benefit Plans that rely on the BlueChoice Participating Provider Network ("Network") for the provision of such services. "BlueChoice" means CareFirst BlueChoice, Inc. .

By virtue of Provider's participation in the Network, Provider will furnish services to Members of those Health Benefit Plans offered or administered by BlueChoice (or another entity with access to the Network pursuant to an agreement with BlueChoice) which rely on the Network for the provision of Covered Services. Provider further agrees to accept allowances established by BlueChoice as payment in full for covered services and to file claims, if necessary, for Members enrolled in BlueChoice's Health Benefit Plans.

In the event of a conflict between the language of the Agreement and this Appendix with respect to Provider's participation in the Network, the language in this Appendix will prevail.

II. PROVISION OF SERVICES

2.1 **UTILIZATION MANAGEMENT/PRE-CERTIFICATION** - Provider agrees that if the services of another provider or health care facility are required for a Member, Provider will ensure that the other provider and/or health care facility participates in the Network except in an Emergency.

2.2 **COMPLYING PROVIDER SERVICES** - Provider agrees to provide Complying Provider Services to Members. A Complying Provider Service is a service or supply which: (1) is a Covered Service under the Member's Health Benefit Plan; (2) is Medically Necessary; and (3) has been provided in accordance with all terms and conditions of this Agreement, including requirements relating to referral and authorization for specialty services and authorization and certification by Corporation of hospital services and other designated services. Provider may not bill Members for services that are not Complying Provider Services, unless specifically authorized to do so by the Medical Director of Corporation or his or her duly authorized designee.

2.3 **PRIOR REFERRAL** - Provider agrees to provide Covered Services to Members for those Health Benefit Plans requiring referral by the Member's primary care provider, or a specialty care provider in conjunction with Member's primary care provider, and in accordance with the referral and authorization procedures set forth herein, in the Agreement, and in the Participating Provider Manual.

2.4 **PRIMARY CARE PROVIDER REFERRAL** - Based on the Member's Health Benefit Plan, Provider agrees to discuss with and seek the concurrence of BlueChoice or the Member's primary care provider prior to rendering or arranging any continuing treatment of a Member beyond the specified treatment and visits authorized by the Member's Primary Care Provider. Except in an Emergency or as otherwise required by law, referrals to providers not participating in the Network require prior approval and authorization by Corporation and may not be authorized by Provider or the Member's primary care physician.

Except as otherwise provided herein, Provider shall not seek payment from Corporation or Members for any charges resulting from services provided by Provider or upon referral by Provider, which have not been authorized or approved by a Member's Primary Care Provider.

2.5 **DESIGNATED LABORATORY AND RADIOLOGY PROVIDERS** - Provider agrees to utilize laboratory and radiology providers designated by Corporation. Provider will prepare specimens of Members, including drawing of blood, on the same basis as for any other (non-Member) patient. Provider is not authorized to render laboratory or radiology services to Members and will not be entitled to payment for such services from either Corporation or the Member.

2.6 **DRUG FORMULARY** - For those Providers authorized to prescribe pharmaceuticals, Provider agrees to utilize Corporation's drug formulary and to prescribe generic products in substitution for equivalent brand name products where a medically appropriate generic product is available, as set forth in the drug formulary.

III. COMPENSATION

3.1 **BILLING** - Provider agrees to submit itemized bills for Covered Services in accordance with Section 3.3 of the Agreement.

3.2 **BASIS OF PAYMENT** – Corporation will reimburse Provider for properly authorized, Covered Services rendered to Members at the lesser of Provider's charges or the rates listed in the Compensation Schedule, attached hereto as Attachment A, less any Member liability.

APPENDIX A-BLUE HPN/ANCIL
BLUE HIGH-PERFORMANCE NETWORK

Provider agrees to provide services to eligible Members in accordance with the terms and conditions set forth below.

This Appendix is effective as of October 1, 2020.

I. NETWORK OVERVIEW

For the purposes of this appendix, "Members" means Members with Health Benefit Plans that rely on the Blue High Performance Network ("Network") for the provision of such services.

By virtue of Provider's participation in the Network, Provider agrees to accept certain allowances as payment in full for Covered Services furnished to Members. Provider agrees to provide services in accordance with the terms and conditions stated below, as well as those in the Agreement, and those applicable to each Member's Health Benefit Plan.

In the event of a conflict between the language of the Agreement and this Appendix with respect to Provider's participation in the Network, the language in this Appendix will prevail.

II. PROVISION OF SERVICES

2.1 **UTILIZATION MANAGEMENT/PRE-CERTIFICATION** - Provider agrees that if the services of another provider or health care facility are required for a Member, Provider will ensure that the other provider and/or health care facility participates in the Network, except in an Emergency.

2.2 **QUALITY AND EFFICIENCY IMPROVEMENT** - Provider shall make continuous improvements to quality of care, cost efficiency, clinical coding and performance measures, as determined by Corporation from time to time in its sole discretion and communicated to Provider and as may be measured by Corporation in its sole discretion. Provider acknowledges and agrees that achievement and maintenance of such standards is an express condition of Provider's participation in the Network. In the event that Provider fails to achieve or maintain such standards, as determined by Corporation in its sole discretion, Corporation may terminate this Appendix and Provider's participation in the Network, upon not less than ninety (90) days' notice to Provider.

III. COMPENSATION

3.1 **BILLING** - Provider agrees to submit itemized bills for Covered Services in accordance with Section 3.3 of the Agreement.

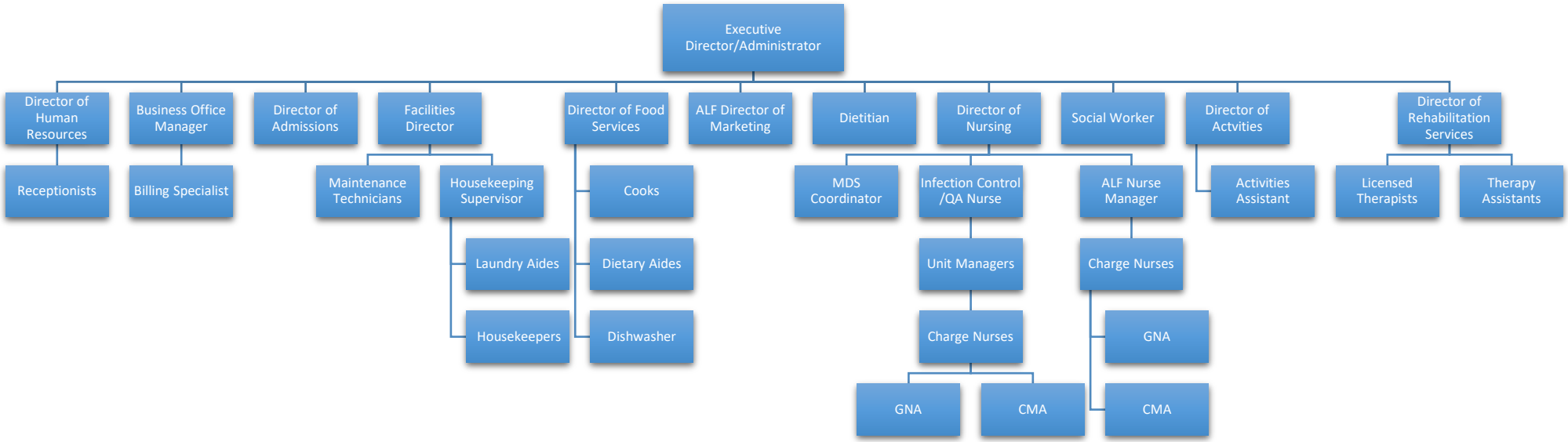
3.2 **BASIS OF PAYMENT** – Corporation will reimburse Provider for properly authorized, Covered Services rendered to Members on the same reimbursement terms and method or methods of compensation that Provider receives for services provided as part of Corporation's Regional Participating Preferred Network.

IV. TERMINATION – Corporation will notify affected Members of the termination of a Provider prior to the effective date of termination.

Exhibit 21

Hillhaven

ASSISTED LIVING, NURSING AND REHABILITATION CENTER



Updated January 2021

Exhibit 22

Daily Bed Management Policy – Hillhaven

Each morning, as part of the management team review, the Administrator, (or designee), the Director of Nursing, (or designee), the admissions director, (or designee), and, other management associates, as directed by the administrator, will review the following:

1. **Current Skilled Nursing residents:**
    a. **Review any remarkable changes, discharge plans, transfers within the community, or, concerns, (i.e., roommate incompatibility, infection control issues, privacy concerns, etc.)**
    b. **Review the current openings and projected openings at the end of the day for the community, considering current and anticipated openings.**
2. **Review the opportunity or availability for new move-ins with the admissions director, paying strict attention to the maximum certified SNF beds allowed in the community, and/or section of the building.**
3. **<u>In planning for new move-ins, we need to ensure we do not exceed the licensed capacity of the community or section of the community for SNF beds, which will be a key consideration for any new or returning residents.</u>**
4. **Only in extreme, pre-authorized emergency situations, will overflow beyond current bed certification be allowed, if directed or approved by the department of health in writing, for overflow emergencies, infection control exceptions, i.e., pandemic exceptions, or, other, exceptional situations.**

Exhibit 23

Hillhaven Assisted Living, Nursing & Rehabilitation Center
3210 Powder Mill Rd
Adelphi, MD 20783
p: 301.937.3939 *f: 301.937.8798*

[Date]

Re: Hillhaven Nursing and Rehabilitation Center, Updated Contract

Dear [Provider],

As you may be aware, in 2018 Hillhaven Nursing and Rehabilitation Center changed owners. As a result, our legal name changed to MH Adelphi Operating, LLC dba Hillhaven Nursing and Rehabilitation Center.

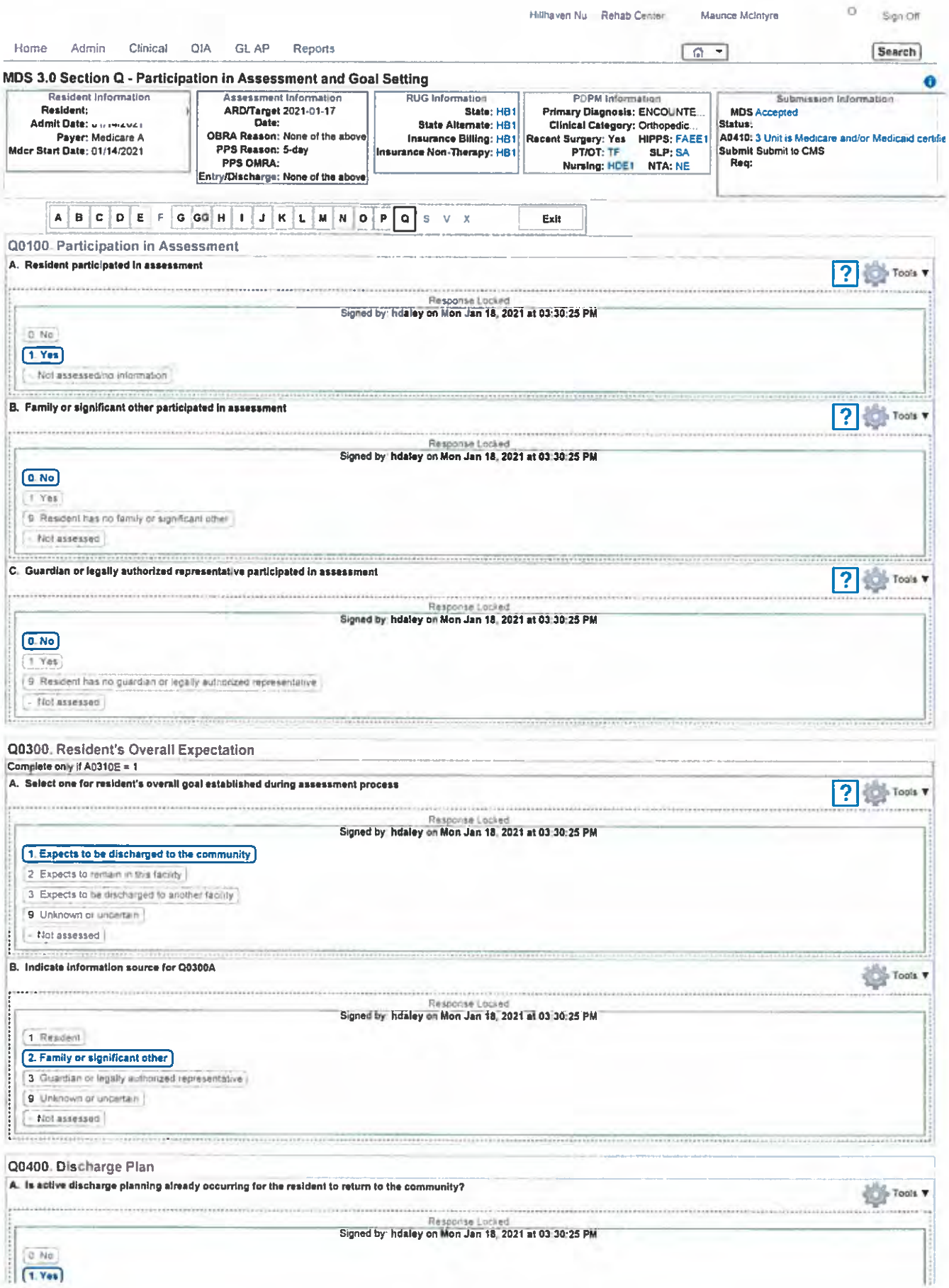
The new owners adopted and honored your existing service contract, and we appreciate the continued opportunity to work with you. As we now standardize our records, we want to be sure that our contracts use the proper legal name of the current owner. We will be forwarding you an updated signature page with our correct legal name.

If you have questions, please feel free to reach out to me via phone at 301-937-3939 or email at hill.adm@meridiansenior.com. We look forward to continuing our relationship.

Sincerely,

Maurice McIntyre, LNHA
Executive Director

Exhibit 24



Hillhaven Nu Rehab Center Maunce McIntyre Sign Off

Home Admin Clinical QIA GL AP Reports Search

MDS 3.0 Section Q - Participation in Assessment and Goal Setting

Resident Information	Assessment Information	RUG Information	PDPM Information	Submission Information
Resident:	ARD/Target 2021-01-17	State: HB1	Primary Diagnosis: ENCOUNTE...	MDS Accepted
Admit Date:	Date:	State Alternate: HB1	Clinical Category: Orthopedic...	Status:
Payer: Medicare A	OBRA Reason: None of the above	Insurance Billing: HB1	Recent Surgery: Yes HIPPS: FAEE1	A0410: 3 Unit is Medicare and/or Medicaid certifie
Mdcr Start Date: 01/14/2021	PPS Reason: 5-day	Insurance Non-Therapy: HB1	PT/OT: TF SLP: SA	Submit Submit to CMS
	PPS OMRA:		Nursing: HDE1 NTA: NE	Req:
	Entry/Discharge: None of the above			

A B C D E F G GG H I J K L M N O P Q S V X Exit

Q0100. Participation in Assessment

A. Resident participated in assessment Tools

Response Locked
Signed by: hdaley on Mon Jan 18, 2021 at 03:30:25 PM

0 No
1 Yes
- Not assessed/no information

B. Family or significant other participated in assessment Tools

Response Locked
Signed by: hdaley on Mon Jan 18, 2021 at 03:30:25 PM

0 No
1 Yes
9 Resident has no family or significant other
- Not assessed

C. Guardian or legally authorized representative participated in assessment Tools

Response Locked
Signed by: hdaley on Mon Jan 18, 2021 at 03:30:25 PM

0 No
1 Yes
9 Resident has no guardian or legally authorized representative
- Not assessed

Q0300. Resident's Overall Expectation

Complete only if A0310E = 1

A. Select one for resident's overall goal established during assessment process Tools

Response Locked
Signed by: hdaley on Mon Jan 18, 2021 at 03:30:25 PM

1 Expects to be discharged to the community
2 Expects to remain in this facility
3 Expects to be discharged to another facility
9 Unknown or uncertain
- Not assessed

B. Indicate information source for Q0300A Tools

Response Locked
Signed by: hdaley on Mon Jan 18, 2021 at 03:30:25 PM

1 Resident
2 Family or significant other
3 Guardian or legally authorized representative
9 Unknown or uncertain
- Not assessed

Q0400. Discharge Plan

A. Is active discharge planning already occurring for the resident to return to the community? Tools

Response Locked
Signed by: hdaley on Mon Jan 18, 2021 at 03:30:25 PM

0 No
1 Yes

- Not assessed/no information

Q0490. Resident's Preference to Avoid Being Asked Question Q0500B

Complete only if A0310A = 02, 06 or 99

Does the resident's clinical record document a request that this question be asked only on comprehensive assessments?

Tools

Response Locked

Signed by: hdaley on Mon Jan 18, 2021 at 03:30:25 PM

Question Q0490 disabled by question Q0400A

0 No

1 Yes

- Not assessed/no information

Q0500. Return to Community

B. Ask the resident (or family or significant other or guardian or legally authorized representative if resident is unable to understand or respond): "Do you want to talk to someone about the possibility of leaving this facility and returning to live and receive services in the community?"

Tools

Response Locked

Signed by: hdaley on Mon Jan 18, 2021 at 03:30:25 PM

Question Q0500B disabled by question Q0400A

0 No

1 Yes

9 Unknown or uncertain

- Not assessed

Q0550. Resident's Preference to Avoid Being Asked Question Q0500B Again

A. Does the resident (or family or significant other or guardian or legally authorized representative if resident is unable to understand or respond) want to be asked about returning to the community on all assessments? (Rather than only on comprehensive assessments.)

Tools

Response Locked

Signed by: hdaley on Mon Jan 18, 2021 at 03:30:25 PM

Question Q0550A disabled by question Q0400A

0 No

1 Yes

8 Information not available

- Not assessed/no information

B. Indicate information source for Q0550A.

Tools

Response Locked

Signed by: hdaley on Mon Jan 18, 2021 at 03:30:25 PM

Question Q0550B disabled by question Q0400A

1 Resident

2 If not resident, then family or significant other

3 If not resident, family or significant other, then guardian or legally authorized representative

9 None of the above

- Not assessed/no information

Q0600. Referral

Has a referral been made to the Local Contact Agency?

Tools

Response Locked

Signed by: hdaley on Mon Jan 18, 2021 at 03:30:25 PM

0. No - Referral not needed

1. No - Referral is or may be needed

2. Yes - Referral made

- Not assessed

Hillhaven Nursing & Rehab Center
3210 Powder Mill Rd
Adelphi, MD 20783-1098
Phone (301) 937-3939

Exhibit 25

Hillhaven **DISCHARGE PLANNING**

POLICY:
Discharge planning is initiated at the time of admission. The objective is to determine the resident/representative's goals and treatment preferences regarding the discharge plan, identifying the needs and capacity to perform required care needs, and identifying resources available to enable the return of the resident to community living. If discharge is not feasible, the reasons why and by whom this determination is made will be communicated to the resident/representative(s).

PROCEDURE:

1. The Social Worker or Social Service Designee (SW/SSD) completes an assessment with input from the interdisciplinary team and determines the resident/representative's preferences and goals regarding discharge. This information will be documented in the resident's plan of care.
2. Information is gathered regarding the resident's physical and psychological status and needs, and available community support (family/representative/agency/healthcare providers).
3. If a discharge is not feasible or recommended the reason(s) why and who made this determination will be documented in the medical record. The discharge plan will be addressed on a quarterly basis or sooner if needed. If the resident/representative expresses a desire to return to community living, information about returning to the community will be provided by a member of the Social Services department.
4. Community resources such as Inpatient Rehabilitation Hospitals, Home Health Care, Day Care Centers, Meal Delivery, Department of Aging resources, and Legal Aid will be identified and utilized according to resident needs and preferences. These resources will be utilized in conjunction with the Attending Physician's Plan of Care.
5. This information will be evaluated and updated as necessary on at least a quarterly basis, in conjunction with the resident and/or the responsible party, approximately every three months, or, more frequently, as needed, if necessary or desired.
6. A minimum of 48 hours' notice must be given when a resident has been receiving skilled services with Medicare coverage via a Notice of Medicare Non-Coverage. If this involves a facility-initiated discharge, 30 days or as soon as practicable, depending on the reason for discharge must be provided to the resident/representative and Ombudsman with required components including appeal rights.
7. The resident/representative will be encouraged to participate in the selection of any post-acute providers. When the discharge date and destination is identified, the center will obtain the contact information of the discharge destination. A Discharge Readiness Form will be initiated.
8. The Discharge Readiness Form contains a summary of the interdisciplinary team's assessment of needs, including the resident/representative's input. The SW/SSD will update the form and communicate with the resident/representative as decisions and arrangements are made in preparation for discharge. Once the plan is completed or at the time of discharge, the resident/representative will sign the form in acknowledgement of the plan.
9. The resident/representative will be asked to identify the name, address, and phone number of the Primary Care Practitioner (PCP) who will resume care after discharge. The facility may assist in finding a new (PCP).

10. Prior to discharge, the Center will provide the resident/representative with written information regarding the care needs, medications, special treatments, the attending physician's instructions, and any recommended follow-up medical appointments. Special treatments or conditions may require direct training with return demonstrations as applicable, such as wound care, diabetic management, respiratory treatments, brace/splint application, ADL Care, enteral feeding or food/fluid consistency alterations (as condition warrants).
11. In preparation for discharge, a medication reconciliation will be completed for pre- and post-medications, which will be reviewed with the resident/representative and the MD to determine the need for prescriptions and to provide education and discharge instructions. Information regarding community pharmacy preference will be determined for MD to call in or write prescriptions prior to discharge.
12. To ensure communication of the medical history and ongoing care needed of the resident, additional information provided will include the community attending physician or health care provider's contact information and any other pertinent information regarding resources identified as needed to sustain care in the home. A Transfer Form and necessary copies of the medical record will be sent with the resident on discharge and will include such information as:
    a. Current information relative to diagnoses
    b. Rehabilitation potential
    c. A recapitulation of the resident's stay/ summary of the course of prior treatment
    d. Pertinent social information
    e. Current condition and ADL status
    f. Current Physician Orders/Medication orders and prescriptions if needed.
13. The SW/SSD will follow-up on all residents approximately 1-3 days post discharge to ensure all equipment and services have been delivered to the resident as planned and to identify if additional assistance is needed to support the transition home. The phone call will be recorded on the Discharge Tracking Telephone Log.
14. An additional call will be made by the SW/SSD at least 30 days following discharge to monitor for potential re-hospitalizations and continued success in the return to community living. Any re-hospitalization within 30 days will be reported to the QAPI Committee.

Exhibit 26

Kelly Ivey

From: Hillhaven, ADM - McIntyre, Maurice <hill.adm@meridiansenior.com>
Sent: Monday, February 01, 2021 2:47 PM
To: Nancy Lane; Kelly Ivey
Cc: Chris McGee
Subject: FW: COVID-19 Status - Hillhaven Nursing Center (weekly update)

Hi Nancy-

Please see the weekly update correspondence from the Ombudsman, Jackie Williams-Jordan. I copied one in December 2020 and two in January 2021.

Jackie was assign to Hillhaven in 2019.

Thanks,
Maurice

From: Hillhaven, ADM - McIntyre, Maurice [mailto:hill.adm@meridiansenior.com]
Sent: Thursday, January 28, 2021 9:01 AM
To: Williams-Jordan, Jessie
Cc: Hillhaven, DON - Panergo, Julie; Snipes, Kelly
Subject: RE: COVID-19 Status - Hillhaven Nursing Center (weekly update)

Good morning Jackie,

Please see my answers to your questions down below.

Thanks,
Maurice

From: Williams-Jordan, Jessie [mailto:JWilliamsjor@co.pg.md.us]
Sent: Wednesday, January 27, 2021 2:17 PM
To: Hillhaven, ADM - McIntyre, Maurice
Cc: Hillhaven, DON - Panergo, Julie; Snipes, Kelly
Subject: COVID-19 Status - Hillhaven Nursing Center (weekly update)

Good afternoon Maurice,

Status report for the week of the 25th, per the Prince George's County Department of Family Services request.

1. How many staff have taken the vaccine? 70
2. How many residents have taken the vaccine? 59
3. What is the current census? ALF 39/ SMF 47

Thank You!

Jackie

Jessie "Jackie" Williams-Jordan
Long Term Care Ombudsman
Prince George's County |Department of Family Services
6420 Allentown Road | Camp Springs, MD | 20748
301-265-8010/fax 301-265-5056 |jwilliamsjordan@co.pg.md.us
http://FamilyServices.mypgc.us |@PGCFamilyServe

From: Williams-Jordan, Jessie [mailto:JWilliamsjor@co.pg.md.us]
Sent: Thursday, January 14, 2021 11:49 AM
To: Hillhaven, ADM - McIntyre, Maurice
Cc: Hillhaven, DON - Panergo, Julie; Snipes, Kelly
Subject: COVID-19 Status - Hillhaven Nursing Center (weekly update)

Good Morning Maurice,

Status report for the week of the 11th, per the Prince George's County Department of Family Services request.

1. At this time are both staff and residents being tested weekly or just staff? **Yes both staff and residents.**
2. Have all your testing kits for this week been received? **Yes**
3. Were the completed tests picked up successfully? **Yes**
4. What is the current census? **SNF: 49 ALF: 42**
5. Are most staff willing or declining the vaccine? **Most were Willing, but will do have some staff who decline.**
6. Are there incentives to encourage staff to vaccinate? **Yes**

Thank You!

Jackie,

Jessie "Jackie" Williams-Jordan
Long Term Care Ombudsman
Prince George's County |Department of Family Services
6420 Allentown Road | Camp Springs, MD | 20748
301-265-8010/fax 301-265-5056 |jwilliamsjordan@co.pg.md.us
http://FamilyServices.mypgc.us |@PGCFamilyServe

From: Williams-Jordan, Jessie [mailto:JWilliamsjor@co.pg.md.us]
Sent: Thursday, December 24, 2020 11:55 AM
To: Hillhaven, ADM - McIntyre, Maurice
Cc: Hillhaven, DON - Panergo, Julie
Subject: RE: COVID-19 Status - Hillhaven Nursing Center (weekly update)

Thank you,

Happy Holidays!!

Jessie "Jackie" Williams-Jordan
Long Term Care Ombudsman
Prince George's County |Department of Family Services
6420 Allentown Road | Camp Springs, MD | 20748
301-265-8010/fax 301-265-5056 |jwilliamsjordan@co.pg.md.us
http://FamilyServices.mypgc.us |@PGCFamilyServe

From: Hillhaven, ADM - McIntyre, Maurice [mailto:hill.adm@meridiansenior.com]
Sent: Thursday, December 24, 2020 11:51 AM
To: Williams-Jordan, Jessie
Cc: Hillhaven, DON - Panergo, Julie; Snipes, Kelly
Subject: Re: COVID-19 Status - Hillhaven Nursing Center (weekly update)

Good morning Jackie,

Please see my answers to your questions down below...

Happy Holiday!

Thanks,
Maurice McIntyre, NHA
Executive Director

3210 Powder Mill Road | Adelphi, MD 20783-1029
O: 301-937-3939 | hill.adm@meridiansenior.com | Hillhaven.com
LIKE US ON FACEBOOK

From: Williams-Jordan, Jessie <JWilliamsjor@co.pg.md.us>
Sent: Thursday, December 24, 2020 10:58 AM
To: Hillhaven, ADM - McIntyre, Maurice <hill.adm@meridiansenior.com>

Cc: Hillhaven, DON - Panergo, Julie <hill.don@meridiansenior.com>; Snipes, Kelly <KSnipes@co.pg.md.us>
Subject: COVID-19 Status - Hillhaven Nursing Center (weekly update)

Good Morning Maurice,

Status report for the week of the 21st, per the Prince George's County Department of Family Services request.

1. At this time are both staff and residents being tested weekly or just staff? Both are being tested.
2. Have all your testing kits for this week been received? Yes
3. Were the completed tests picked up successfully? Yes
4. This week's visitation process. *(If you have not already done so. Please attach a copy of your facilities visitation plan.) No visitations*
5. What is the current census? ALF 42 / SNF 52
6. When is the facility scheduled to receive vaccine and vaccination assistance? We have not been given a date.

Thank You!

Jackie,

Jessie "Jackie" Williams-Jordan
Long Term Care Ombudsman
Prince George's County |Department of Family Services
6420 Allentown Road | Camp Springs, MD | 20748
301-265-8010/fax 301-265-5056 |jwilliamsjordan@co.pg.md.us
http://FamilyServices.mypgc.us |@PGCFamilyServe

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Visitor COVID-19 Screening Log - Cover with face sheet for privacy

Guest Name:	Date	Time	Purpose of visit	Resident Apt # Visiting - if applicable	Are You exhibiting any of the following, or, other signs of illness? (circle all symptoms. Y= Yes N= No) If other symptoms are present, aside from the listed, please write them in the symptom box and notify the ED/1400.	Have you had close contact with anyone having Covid-19 or with someone under investigation for Covid-19? (For Healthcare personnel, include, "while not using PPE".	Have you traveled outside of the country, or within the country to an area of remarkable covid 19 activity, or, have you had close, unprotected, exposure to someone who has traveled outside of the country within the past 14 days?	If they answer yes to any of the questions, please ask they re-schedule their visit. If they can answer no to all, they still need to have a temp at or below 99.5F to enter. If they either answered yes on any question or had a temp of 100.3 F or higher, state "for the health and wellness of our residents, associates and guests you will have to re-schedule your visit for another time because we are unable to grant entry for the community." Temperature reading:
[redacted]	12/31	7:35	Eastlet		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO___ (What country:)	temp: 97.3 Mast - Ry For admittance, must read 99.9 or below
	12/30	2:25	East Coast		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO___ (What country:)	temp: 96.9 For admittance, must read 99.9 or below
	12/30	2:25	East Coast		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO___ (What country:)	temp: 97.1 For admittance, must read 99.9 or below
	12/30	2:25	East Coast		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO___ (What country:)	temp: 97.5 For admittance, must read 99.9 or below
	12/30	8:46	Mauri Elec		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO___ (What country:)	temp: 96.4 Maurice Elec. For admittance, must read 99.9 or below
	12/30	9:18	Syntech		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO___ (What country:)	temp: 96.8 For admittance, must read 99.9 or below
	12/30	9:30	Daniels		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO___ (What country:)	temp: 96.8 For admittance, must read 99.9 or below
	12/30	11:40	Escort		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO___ (What country:)	temp: 96.8 For admittance, must read 99.9 or below
	12/30	1:30pm	Alex Machine		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO___ (What country:)	temp: 97.5 For admittance, must read 99.9 or below
	12/30	1:43	Dr Nokka Assoc		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO___ (What country:)	temp: 97.5 For admittance, must read 99.9 or below
	12/30	2:47	Elk.		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO___ (What country:)	temp: 97.5 For admittance, must read 99.9 or below
	12/30	2:54	Kachstein		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO___ (What country:)	temp: 96.2 For admittance, must read 99.9 or below
	12/30	5:15	Season.		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO___ (What country:)	temp: 94.8 For admittance, must read 99.9 or below
	12/30	6:15			Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO___ (What country:)	temp: 94.8 For admittance, must read 99.9 or below
	12/31	6:20	fire alarm	debtat	Fever: Y (N) Sore Throat: Y (N) Coughing: Y (N) Shortness of breath: Y (N) Body Aches: Y (N) Nausea: Y (N)	Yes___ (No)	Yes___ (NO) (What country:)	temp: 96.1 For admittance, must read 99.9 or below
	12/31	6:20	fire alarm	Optmt	Fever: Y (N) Sore Throat: Y (N) Coughing: Y (N) Shortness of breath: Y (N) Body Aches: Y (N) Nausea: Y (N)	Yes___ (No)	Yes___ (NO) (What country:)	temp: 96.2 For admittance, must read 99.9 or below
	12/31	8:48	RSC		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO___ (What country:)	temp: 96.0 For admittance, must read 99.9 or below
	12/31	11:11	Tri Med		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO___ (What country:)	temp: 95.1 Cpap Mach M: Dorra For admittance, must read 99.9 or below
	12/31	12:40	RX		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO___ (What country:)	temp: 97.8 For admittance, must read 99.9 or below

Visitor COVID-19 Screening Log - Cover with face sheet for privacy

Guest Name:	Date	Time	Purpose of visit	Resident Apt # Visiting if applicable	Are You exhibiting any of the following, or, other signs of illness? (circle all symptoms Y= Yes N = No) If other symptoms are present, aside from the listed, please write them in the symptom box and notify the ED/MOD.	Have you had close contact with anyone having Covid-19 or with someone under investigation for Covid-19? (For Healthcare personnel, include: "while not using PPE".	Have you traveled outside of the country, or within the country to an area of remarkable covid 19 activity, or, have you had close, unprotected, exposure to someone who has traveled outside of the country within the past 14 days?	If they answer yes to any of the questions, please ask they re-schedule their visit. If they can answer no to all, they still need to have a temp at or below 99.9F to enter. If they either answered yes on any question or had a temp of 100.0 F or higher, state "for the health and wellness of our residents, associates and guests you will have to re-schedule your visit, we cannot allow because we are unable to grant entry the community." Temperature reading:
[redacted]	12/31	12:19	Heartland		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO___ (What country:)	96.9 temp: For admittance, must read ≤ 99.9 or below
	12/31	1:53	Heartland		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO___ (What country:)	96.8 temp: For admittance, must read ≤ 99.9 or below
	12/31	3:00	Holy Cross		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO___ (What country:)	96.4 temp: For admittance, must read ≤ 99.9 or below
		3:38	APS		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO___ (What country:)	96.6 temp: For admittance, must read ≤ 99.9 or below
	12/31	4:23	Radiation		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO___ (What country:)	95.7 temp: For admittance, must read ≤ 99.9 or below
	12/31		Diamond Lab		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO___ (What country:)	96.0 temp: For admittance, must read ≤ 99.9 or below
	1/1/21	6:28	Holy Cross		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO___ (What country:)	97.8 temp: For admittance, must read ≤ 99.9 or below
	1/1/21	10:39	Diamond Lab		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO___ (What country:)	95.3 temp: For admittance, must read ≤ 99.9 or below
	1/1	1:30	NP		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO___ (What country:)	95.3 temp: For admittance, must read ≤ 99.9 or below
	1/1	3:35	Zoll Co.		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO___ (What country:)	95.3 temp: For admittance, must read ≤ 99.9 or below
		2:45	APS		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO___ (What country:)	95.3 temp: For admittance, must read ≤ 99.9 or below
	1/1/21	4:45	HC Hospice		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO___ (What country:)	97.3 temp: For admittance, must read ≤ 99.9 or below
	1/2/21	3:31	Holy Cross Hospice		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO___ (What country:)	97.1 temp: For admittance, must read ≤ 99.9 or below
	1/2/21	5:40pm	Phlebotomy		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO___ (What country:)	97.1 temp: For admittance, must read ≤ 99.9 or below
	1/3	9:52	ADX.		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO___ (What country:)	96.9 temp: For admittance, must read ≤ 99.9 or below
	1/3	9:27	APS.		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO___ (What country:)	97.1 temp: For admittance, must read ≤ 99.9 or below
	1/3	3:33	Rad. Phy.		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO___ (What country:)	97.1 temp: For admittance, must read ≤ 99.9 or below
	1/4	9:12	Diamond Lab		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO___ (What country:)	96.4 temp: For admittance, must read ≤ 99.9 or below
	1/4	2:20	Hospice		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO___ (What country:)	96.2 temp: For admittance, must read ≤ 99.9 or below

Visitor COVID-19 Screening Log - Cover with face sheet for privacy

Guest Name:	Date	Time	Purpose of visit	Resident Name Visiting if applicable	Are You exhibiting any of the following, or, other signs of illness? (circle all symptoms Y= Yes N= No) If other symptoms are present, aside from the listed, please write them in the symptom box and notify the ED/HAOD.	Have you had close contact with anyone having Covid-19 or with someone under investigation for Covid 19? (For Healthcare personnel, include: "while not using PPE".	Have you traveled outside of the country, or within the country to an area of remarkable covid 19 activity, or, have you had close, unprotected, exposure to someone who has traveled outside of the country within the past 14 days?	If they answer yes to any of the questions, please ask they reschedule their visit. If they can answer no to all, they still need to have a temp at or below 99.9F to enter. If they either answered yes on any questions or had a temp of 100.0 F or higher, state "for the health and wellness of our residents, associates and guests you will have to reschedule your visit, or another time because we are unable to grant entry the (community)." Temperature reading:
[redacted]	1/4	9:25	Rad. Phys		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:)	temp: 96.6 Xray For admittance, must read 99.9 or below
	1/4	12:12	Holy Cross		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:)	temp: 96.0 For admittance, must read 99.9 or below
	1/4	2:01	RX		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:)	temp: 96.8 For admittance, must read 99.9 or below
	1/4	2:45	Holy Cross		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:)	temp: 96.8 For admittance, must read 99.9 or below
	1/4	5:18			Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:)	temp: 96.4 For admittance, must read 99.9 or below
	1/5	4:30	Hospice		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:)	temp: 97.5 For admittance, must read 99.9 or below
	1/5	9:27	Pick up ME		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:)	temp: 96.9 For admittance, must read 99.9 or below
	1/5	12:27	RX.		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:)	temp: 96.8 For admittance, must read 99.9 or below
	1/5	12:34	Transp Pick up		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:)	temp: 96.8 Debra Gray For admittance, must read 99.9 or below
	1/5	12:34	Transp Pick up		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:)	temp: 97.3 Debra Gray For admittance, must read 99.9 or below
	1/5	1:11	APS		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:)	temp: 96.6 Sonya For admittance, must read 99.9 or below
	1/5	2:15	Holy Cross Hospice		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:)	temp: 96.0 For admittance, must read 99.9 or below
	1/5	2:40	Rounds Phys		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:)	temp: 96.6 For admittance, must read 99.9 or below
	1/4	3:20	Hospice		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:)	temp: 96.9 For admittance, must read 99.9 or below
	1/6	7:20	Hospice		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:)	temp: 96.4 For admittance, must read 99.9 or below
	1/6	8:26	Diamond Fab		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:)	temp: 97.1 For admittance, must read 99.9 or below
	1/4	7:51	RX		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:)	temp: 96.8 For admittance, must read 99.9 or below
	1/6	10:16	Construction		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:)	temp: 96.2 For admittance, must read 99.9 or below
	1/6	10:17	Pardon		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:)	temp: 97.5 For admittance, must read 99.9 or below

Visitor COVID-19 Screening Log - Cover with face sheet for privacy

Guest Name:	Date	Time	Purpose of visit	Resident Apt # Visiting - if applicable	Are You exhibiting any of the following, or, other signs of illness? (circle all symptoms Y= Yes N = No) If other symptoms are present, aside from the listed, please write them in the symptom box and notify the LD/MDO.	Have you had close contact with anyone having Covid-19 or with someone under investigation for Covid-19? (For Healthcare personnel, include: "while not using PPE"	Have you traveled outside of the country, or within the country to an area of remarkable Level 3 activity, or, have you had close, unprotected, exposure to someone who has traveled outside of the country within the past 14 days?	If they answer yes to one of the questions, please ask they re-schedule their visit. If they are a resident not to do, they still need to have a temp of 100.0 F or higher, state "For the health and wellness of our residents, associates and guests you will have to reschedule your visit for another time because we are unable to grant entry the community." Temperature reading:
[redacted]	1/6	1116	Cerebral Spec		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:___)	97.5 temp: For admittance, must read 99.9 or below
	1/6	1116	Heartland		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:___)	97.5 temp: For admittance, must read 99.9 or below
	1/6	1151	interview		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:___)	97.3 temp: For admittance, must read 99.9 or below
	1/6	510	Seizures		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:___)	97.7 temp: For admittance, must read 99.9 or below
	1/6	340	Fish Tank		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:___)	97.7 temp: For admittance, must read 99.9 or below
	1/6	356	Therapy Cyclist		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:___)	97.7 temp: For admittance, must read 99.9 or below
	1/6	11:5			Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:___)	96.6 temp: For admittance, must read 99.9 or below
	1/7	620	Hospice		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:___)	97.3 temp: For admittance, must read 99.9 or below
	1/7	752	Pest Control		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:___)	97.1 temp: For admittance, must read 99.9 or below
	1/7	901	MD Inspection DPH		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:___)	98.0 temp: For admittance, must read 99.9 or below
	1/7	907	MD Dept of Health		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:___)	96.2 temp: For admittance, must read 99.9 or below
	1/7	917	MD Dept of Health		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:___)	96.9 temp: For admittance, must read 99.9 or below
	1/7	914	Trinity Hospice		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:___)	96.7 temp: For admittance, must read 99.9 or below
	1/7	1111	Desmond		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:___)	97.5 temp: For admittance, must read 99.9 or below
	1/7	1127	.		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:___)	97.5 temp: For admittance, must read 99.9 or below
	1/7	1139	Rx		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:___)	97.5 temp: For admittance, must read 99.9 or below
	1/7	1240	Heartland		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:___)	97.5 temp: For admittance, must read 99.9 or below
	1/7	1:26pm	Radiation Physics		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:___)	96.8 temp: For admittance, must read 99.9 or below
	1/7	236	Holy Cross		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:___)	96.8 temp: For admittance, must read 99.9 or below

Visitor COVID-19 Screening Log - Cover with face sheet for privacy

Guest Name:	Date	Time	Purpose of visit	Resident Last & Visiting if applicable	Are You exhibiting any of the following, or, other signs of illness? (circle all symptoms Ys Yes No) If other symptoms are present, aside from the listed, please write them in the symptom box and notify the ED/MDO.	Have you had close contact with anyone having Covid-19 or with someone under investigation for Covid-19? (For Healthcare personnel, include: "while not using PPE".	Have you traveled outside of the country, or within the country to an area of remarkable covid 19 activity, or, have you had close, unprotected, exposure to someone who has traveled outside of the country within the past 14 days?	If they answer yes to one of the questions, please ask they re-schedule their visit. If they do answer no to all, they still need to have a temp at or below 99.9F to enter. If they either answered yes on any question or had a temp of 100.0F or higher, state "for the health and wellness of our residents, associates and you it you will have to re-schedule your visit for another time because we are unable to grant entry the community." Temperature reading:
[redacted]	1/7	2:03	Diversey		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes No	Yes NO (What country:)	96.8 temp: For admittance, must read 99.9 or below
	1/7	257	RX		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes No	Yes NO (What country:)	97.5 temp: For admittance, must read 99.9 or below
	1/7	301	Care 4 Nest		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes No	Yes NO (What country:)	97.5 temp: For admittance, must read 99.9 or below
	1/7	309	Therapy Sys		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes No	Yes NO (What country:)	96.0 temp: For admittance, must read 99.9 or below
	1/7	406	APS		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes No	Yes NO (What country:)	96.0 temp: For admittance, must read 99.9 or below
	1/7	407	Seasons		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes No	Yes NO (What country:)	96.0 temp: For admittance, must read 99.9 or below
	1/7	4:15	V:St Meadow Holy Cross		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes No	Yes NO (What country:)	96.0 temp: For admittance, must read 99.9 or below
	1/7	4:35	Xerox		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes No	Yes NO (What country:)	96.0 temp: For admittance, must read 99.9 or below
	1/8	628	Holy Cross		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes No	Yes NO (What country:)	97.3 temp: For admittance, must read 99.9 or below
	1/8	715	Heartland		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes No	Yes NO (What country:)	96.5 temp: For admittance, must read 99.9 or below
	1/8	736	Ontime Safe		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes No	Yes NO (What country:)	96.0 temp: For admittance, must read 99.9 or below
	1/8				Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes No	Yes NO (What country:)	temp: For admittance, must read 99.9 or below
	1/8	9:04	RX		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes No	Yes NO (What country:)	96.4 temp: For admittance, must read 99.9 or below
	1/8	905	Diamond		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes No	Yes NO (What country:)	96.4 temp: For admittance, must read 99.9 or below
	1/8	947	internist		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes No	Yes NO (What country:)	97.3 temp: For admittance, must read 99.9 or below
	1/8	1:54	Radiation		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes No	Yes NO (What country:)	97.5 temp: For admittance, must read 99.9 or below
	1/8	550	Seasons		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes No	Yes NO (What country:)	98.4 temp: For admittance, must read 99.9 or below
	1/8	4:45	APS		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes No	Yes NO (What country:)	98.4 temp: For admittance, must read 99.9 or below
	1/8	5:35	PA		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes No	Yes NO (What country:)	98.4 temp: For admittance, must read 99.9 or below

Visitor COVID-19 Screening Log - Cover with face sheet for privacy

Guest Name:	Date	Time	Purpose of visit	Resident Are a Visiting - if applicable	Are You exhibiting any of the following, o'; other signs of illness? (circle all symptoms I= Yes No) If other symptoms are present, aside from the listed, please write them in the symptom box and notify the ED/A100.	Have you had close contact with anyone having Covid-19 or with someone under investigation for Covid-19? (For Healthcare personnel, include: "while not using PPE".	Have you traveled outside of the country, or within the country to an area of remarkable covid 19 activity, or, have you had close, unprotected, exposure to someone who has traveled outside of the country within the past 14 days?	If they answer yes to any of the questions, please tell them to re-schedule their visit. If they answered no to all, they still need to have a temp of 99.9F or below to enter. If they either answered yes on any question or had a temp of 100.1F or higher, state "For the health and wellness of our residents, employees and guests, you will have to re-schedule your visit to another time because we are unable to grant entry to the community. Temperature reading.
[redacted]	1/8	1123	Hospice		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:___)	95.9 temp: For admittance, must read 99.9 or below
	1/12	1033	Next Care		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:___)	95.5 temp: For admittance, must read 99.9 or below
	1/12	1043	Dr Nobbie Gast		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:___)	96.4 temp: For admittance, must read 99.9 or below
	1/18	1150	Holy Cross		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:___)	96.6 temp: For admittance, must read 99.9 or below
	1/18	1242	Radiation		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO✓ (What country:___)	96.8 temp: For admittance, must read 99.9 or below
	1/18	246	Holy Cross		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:___)	95.4 temp: For admittance, must read 99.9 or below
	1/18	258	Radiation		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO✓ (What country:___)	95.1 temp: For admittance, must read 99.9 or below
	1/18	346	Radiation		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO✓ (What country:___)	94.8 temp: For admittance, must read 99.9 or below
	1/18	5 55	Visit Patient		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:___)	95.7 temp: For admittance, must read 99.9 or below
	1/19	637	Hospice		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:___)	96.9 temp: For admittance, must read 99.9 or below
	1/19	800	RX		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO✓ (What country:___)	96.8 temp: For admittance, must read 99.9 or below
	1/19	837	RX		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:___)	96.4 temp: For admittance, must read 99.9 or below
	1/19	912	Holy Cros		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO✓ (What country:___)	95.3 temp: For admittance, must read 99.9 or below
	1-19	1120	Heartland		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:___)	95.7 temp: For admittance, must read 99.9 or below
	1/19	1156	Amendways		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:___)	96.4 temp: For admittance, must read 99.9 or below
	1/19	115	Dulcey Apt.		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:___)	95.6 temp: For admittance, must read 99.9 or below
	1/19	120	Sunbelt St John.		Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No✓	Yes___ NO✓ (What country:___)	96.6 temp: For admittance, must read 99.9 or below
	1/19	223			Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO___ (What country:___)	97.1 temp: For admittance, must read 99.9 or below
	1/19	321			Fever: Y N Sore Throat: Y N Coughing: Y N Shortness of breath: Y N Body Aches: Y N Nausea: Y N	Yes___ No___	Yes___ NO___ (What country:___)	93.7 Double temp: For admittance, must read 99.9 or below DON

Exhibit 27

In addition to our regularly offered meals, residents can order from our always available menu, 24 hours per day, indicated below:

Soup of the Day

Tuna, Chicken, or, Egg salad, on greens or with your choice of bread

NY Deli Sandwich with your choice of ham, roasted turkey, with, cheese.

Chef's Pasta of the day

Breakfast fare available around the clock:

Fruit and Cottage cheese Plate

Variety of toast, butter, jam, cream cheese, and peanut butter

Pastry of the day

Assortment of cereals

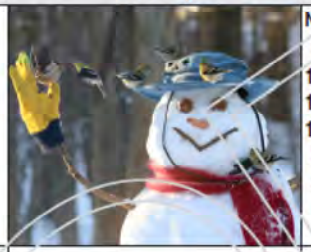
Hard-boiled egg

Snacks

Assortment of Puddings, ice cream, cookies, crackers, are available each day outside of our regular meal periods

Hillhaven

January 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Activities Are Subject to Change Without Notice.		Phone A Friend Daily!!		1 New Year's Day 8:15 Breakfast 10:00 - 12:00 Virtual Calls 11:00 Doorway Sing-Along 12:45 Lunch 2:00 - 4:00 Virtual Calls 5:15 Dinner	2 8:15 Breakfast 12:45 Lunch 5:15 Dinner
3 8:15 Breakfast 10:00 Joel Osteen (Channel 5) 10:30 Catholic Mass (Channel 3) 12:45 Lunch 5:15 Dinner	4 8:15 Breakfast 10:00 - 12:00 Virtual Calls 11:00 Doorway Trivia 12:45 Lunch 2:00 - 4:00 Virtual Calls 5:15 Dinner	5 8:15 Breakfast 10:00 - 12:00 Virtual Calls 12:45 Lunch 2:00 - 4:00 Virtual Calls 3:00 Snack Cart 5:15 Dinner	6 8:15 Breakfast 10:00 - 12:00 Virtual Calls 11:00 Doorway Chair Exercise 12:45 Lunch 2:00 - 4:00 Virtual Calls 5:15 Dinner	7 8:15 Breakfast 10:00 - 12:00 Virtual Calls 12:45 Lunch 2:00 - 4:00 Virtual Calls 3:00 Snack Cart 5:15 Dinner	8 8:15 Breakfast 10:00 - 12:00 Virtual Calls 11:00 Doorway Sing-Along 12:45 Lunch 2:00 - 4:00 Virtual Calls 5:15 Dinner	9 8:15 Breakfast 12:45 Lunch 5:15 Dinner
10 8:15 Breakfast 10:00 Joel Osteen (Channel 5) 10:30 Catholic Mass (Channel 3) 12:45 Lunch 5:15 Dinner	11 8:15 Breakfast 10:00 - 12:00 Virtual Calls 11:00 Doorway Trivia 12:45 Lunch 2:00 - 4:00 Virtual Calls 5:15 Dinner	12 8:15 Breakfast 10:00 - 12:00 Virtual Calls 12:45 Lunch 2:00 - 4:00 Virtual Calls 3:00 Snack Cart 5:15 Dinner	13 8:15 Breakfast 10:00 - 12:00 Virtual Calls 11:00 Doorway Chair Exercise 12:45 Lunch 2:00 - 4:00 Virtual Calls 5:15 Dinner	14 8:15 Breakfast 10:00 - 12:00 Virtual Calls 12:45 Lunch 2:00 - 4:00 Virtual Calls 3:00 Snack Cart 5:15 Dinner	15 8:15 Breakfast 10:00 - 12:00 Virtual Calls 11:00 Doorway Sing-Along 12:45 Lunch 2:00 - 4:00 Virtual Calls 5:15 Dinner	16 8:15 Breakfast 12:45 Lunch 5:15 Dinner
17 8:15 Breakfast 10:00 Joel Osteen (Channel 5) 10:30 Catholic Mass (Channel 3) 12:45 Lunch 5:15 Dinner	Martin Luther King Jr. Day 18 8:15 Breakfast 10:00 - 12:00 Virtual Calls 11:00 Doorway Trivia 12:45 Lunch 2:00 - 4:00 Virtual Calls 5:15 Dinner	19 8:15 Breakfast 10:00 - 12:00 Virtual Calls 12:45 Lunch 2:00 - 4:00 Virtual Calls 3:00 Snack Cart 5:15 Dinner	20 8:15 Breakfast 10:00 - 12:00 Virtual Calls 11:00 Doorway Chair Exercise 12:45 Lunch 2:00 - 4:00 Virtual Calls 5:15 Dinner	21 8:15 Breakfast 10:00 - 12:00 Virtual Calls 12:45 Lunch 2:00 - 4:00 Virtual Calls 3:00 Snack Cart 5:15 Dinner	22 8:15 Breakfast 10:00 - 12:00 Virtual Calls 11:00 Doorway Sing-Along 12:45 Lunch 2:00 - 4:00 Virtual Calls 5:15 Dinner	23 8:15 Breakfast 12:45 Lunch 5:15 Dinner
24 8:15 Breakfast 10:00 Joel Osteen (Channel 5) 10:30 Catholic Mass (Channel 3) 12:45 Lunch 5:15 Dinner 31 8:15 Breakfast 10:00 Joel Osteen (Channel 5) 10:30 Catholic Mass (Channel 3) 12:45 Lunch 5:15 Dinner	25 8:15 Breakfast 10:00 - 12:00 Virtual Calls 11:00 Doorway Trivia 12:45 Lunch 2:00 - 4:00 Virtual Calls 5:15 Dinner	26 8:15 Breakfast 10:00 - 12:00 Virtual Calls 12:45 Lunch 2:00 - 4:00 Virtual Calls 3:00 Snack Cart 5:15 Dinner	27 8:15 Breakfast 10:00 - 12:00 Virtual Calls 11:00 Doorway Chair Exercise 12:45 Lunch 2:00 - 4:00 Virtual Calls 5:15 Dinner	28 8:15 Breakfast 10:00 - 12:00 Virtual Calls 12:45 Lunch 2:00 - 4:00 Virtual Calls 3:00 Snack Cart 5:15 Dinner	29 8:15 Breakfast 10:00 - 12:00 Virtual Calls 11:00 Doorway Sing-Along 12:45 Lunch 2:00 - 4:00 Virtual Calls 5:15 Dinner	30 8:15 Breakfast 12:45 Lunch 5:15 Dinner

Hillhaven

January 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Activities Are Subject to Change Without Notice.		Phone A Friend Daily!!		New Year's Day 1 8:30 Breakfast 10:00 -12:00 Virtual Calls 10:00 Daily Chronicle 12:30 Lunch 2:00 -4:00 Virtual Calls 2:30 Snack Pass 5:30 Dinner	2 8:30 Breakfast 10:00 Daily Chronicle 12:30 Lunch 5:30 Dinner
3 8:30 Breakfast 10:00 Daily Chronicle 10:00 Joel Osteen (Channel 5) 10:30 Catholic Service (Channel 3) 12:30 Lunch 5:30 Dinner	4 8:30 Breakfast 10:00 -12:00 Virtual Calls 10:00 Daily Chronicle 12:30 Lunch 2:00 -4:00 Virtual Calls 2:30 Snack Pass 5:30 Dinner	5 8:30 Breakfast 10:00 -12:00 Virtual Calls 10:00 Daily Chronicle 12:30 Lunch 2:00 -4:00 Virtual Calls 5:30 Dinner	6 8:30 Breakfast 10:00 -12:00 Virtual Calls 10:00 Daily Chronicle 12:30 Lunch 2:00 -4:00 Virtual Calls 2:30 Snack Pass 5:30 Dinner	7 8:30 Breakfast 10:00 -12:00 Virtual Calls 10:00 Daily Chronicle 12:30 Lunch 2:00 -4:00 Virtual Calls 5:30 Dinner	8 8:30 Breakfast 10:00 -12:00 Virtual Calls 10:00 Daily Chronicle 12:30 Lunch 2:00 -4:00 Virtual Calls 2:30 Snack Pass 5:30 Dinner	9 8:30 Breakfast 10:00 Daily Chronicle 12:30 Lunch 5:30 Dinner
10 8:30 Breakfast 10:00 Daily Chronicle 10:00 Joel Osteen (Channel 5) 10:00 St. Mark's Visits 10:30 Catholic Service (Channel 3) 12:30 Lunch 5:30 Dinner	11 8:30 Breakfast 10:00 -12:00 Virtual Calls 10:00 Daily Chronicle 12:30 Lunch 2:00 -4:00 Virtual Calls 2:30 Snack Pass 5:30 Dinner	12 8:30 Breakfast 10:00 -12:00 Virtual Calls 10:00 Daily Chronicle 12:30 Lunch 2:00 -4:00 Virtual Calls 5:30 Dinner	13 8:30 Breakfast 10:00 -12:00 Virtual Calls 10:00 Daily Chronicle 12:30 Lunch 2:00 -4:00 Virtual Calls 2:30 Snack Pass 5:30 Dinner	14 8:30 Breakfast 10:00 -12:00 Virtual Calls 10:00 Daily Chronicle 10:00 Resident Rights Handouts 12:30 Lunch 2:00 -4:00 Virtual Calls 5:30 Dinner	15 8:30 Breakfast 10:00 -12:00 Virtual Calls 10:00 Daily Chronicle 12:30 Lunch 2:00 -4:00 Virtual Calls 2:30 Snack Pass 5:30 Dinner	16 8:30 Breakfast 10:00 Daily Chronicle 12:30 Lunch 5:30 Dinner
17 8:30 Breakfast 10:00 Daily Chronicle 10:00 Joel Osteen (Channel 5) 10:00 St. Mark's Visits 10:30 Catholic Service (Channel 3) 12:30 Lunch 5:30 Dinner	Martin Luther King Jr. Day 18 8:30 Breakfast 10:00 -12:00 Virtual Calls 10:00 Daily Chronicle 12:30 Lunch 2:00 -4:00 Virtual Calls 2:30 Snack Pass 5:30 Dinner	19 8:30 Breakfast 10:00 -12:00 Virtual Calls 10:00 Daily Chronicle 12:30 Lunch 2:00 -4:00 Virtual Calls 5:30 Dinner	20 8:30 Breakfast 10:00 -12:00 Virtual Calls 10:00 Daily Chronicle 12:30 Lunch 2:00 -4:00 Virtual Calls 2:30 Snack Pass 5:30 Dinner	21 8:30 Breakfast 10:00 -12:00 Virtual Calls 10:00 Daily Chronicle 12:30 Lunch 2:00 -4:00 Virtual Calls 5:30 Dinner	22 8:30 Breakfast 10:00 -12:00 Virtual Calls 10:00 Daily Chronicle 12:30 Lunch 2:00 -4:00 Virtual Calls 2:30 Snack Pass 5:30 Dinner	23 8:30 Breakfast 10:00 Daily Chronicle 12:30 Lunch 5:30 Dinner
24 8:30 Breakfast 10:00 Joel Osteen (Channel 5) 10:30 Catholic Service (Channel 3) 12:30 Lunch 5:30 Dinner 31 8:30 Breakfast 10:00 Joel Osteen (Channel 5) 10:30 Catholic Service (Channel 3) 12:30 Lunch 5:30 Dinner	25 8:30 Breakfast 10:00 -12:00 Virtual Calls 10:00 Daily Chronicle 12:30 Lunch 2:00 -4:00 Virtual Calls 2:30 Snack Pass 5:30 Dinner	26 8:30 Breakfast 10:00 -12:00 Virtual Calls 10:00 Daily Chronicle 12:30 Lunch 2:00 -4:00 Virtual Calls 5:30 Dinner	27 8:30 Breakfast 10:00 -12:00 Virtual Calls 10:00 Daily Chronicle 12:30 Lunch 2:00 -4:00 Virtual Calls 2:30 Snack Pass 5:30 Dinner	28 8:30 Breakfast 10:00 -12:00 Virtual Calls 10:00 Daily Chronicle 12:30 Lunch 2:00 -4:00 Virtual Calls 5:30 Dinner	29 8:30 Breakfast 10:00 -12:00 Virtual Calls 10:00 Daily Chronicle 12:30 Lunch 2:00 -4:00 Virtual Calls 2:30 Snack Pass 5:30 Dinner	30 8:30 Breakfast 10:00 Daily Chronicle 12:30 Lunch 5:30 Dinner

Hillhaven

January 2021

NC Nursing Center

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Activities Are Subject to Change Without Notice.		Phone A Friend Daily!!		New Year's Day 1 8:00 Breakfast 10:00 - 12:00 Virtual Calls 1:00 Lunch 2:00 - 4:00 Virtual Calls 5:30 Dinner	2 8:00 Breakfast 1:00 Lunch 5:30 Dinner
3 8:00 Breakfast 10:00 Joel Osteen (Channel 5) 10:30 Catholic Service (Channel 3) 1:00 Lunch 5:30 Dinner	4 8:00 Breakfast 10:00 - 12:00 Virtual Calls 1:00 Lunch 2:00 - 4:00 Virtual Calls 5:30 Dinner	5 8:00 Breakfast 10:00 - 12:00 Virtual Calls 1:00 Lunch 2:00 - 4:00 Virtual Calls 5:30 Dinner	6 8:00 Breakfast 10:00 - 12:00 Virtual Calls 1:00 Lunch 2:00 - 4:00 Virtual Calls 5:30 Dinner	7 8:00 Breakfast 10:00 - 12:00 Virtual Calls 1:00 Lunch 2:00 - 4:00 Virtual Calls 5:30 Dinner	8 8:00 Breakfast 10:00 - 12:00 Virtual Calls 11:30 NC Resident Council 1:00 Lunch 2:00 - 4:00 Virtual Calls 5:30 Dinner	9 8:00 Breakfast 1:00 Lunch 5:30 Dinner
10 8:00 Breakfast 10:00 Joel Osteen (Channel 5) 10:30 Catholic Service (Channel 3) 1:00 Lunch 5:30 Dinner	11 8:00 Breakfast 10:00 - 12:00 Virtual Calls 1:00 Lunch 2:00 - 4:00 Virtual Calls 5:30 Dinner	12 8:00 Breakfast 10:00 - 12:00 Virtual Calls 1:00 Lunch 2:00 - 4:00 Virtual Calls 5:30 Dinner	13 8:00 Breakfast 10:00 - 12:00 Virtual Calls 1:00 Lunch 2:00 - 4:00 Virtual Calls 5:30 Dinner	14 8:00 Breakfast 10:00 - 12:00 Virtual Calls 1:00 Lunch 2:00 - 4:00 Virtual Calls 5:30 Dinner	15 8:00 Breakfast 10:00 - 12:00 Virtual Calls 1:00 Lunch 2:00 - 4:00 Virtual Calls 5:30 Dinner	16 8:00 Breakfast 1:00 Lunch 5:30 Dinner
17 8:00 Breakfast 10:00 Joel Osteen (Channel 5) 10:30 Catholic Service (Channel 3) 1:00 Lunch 5:30 Dinner	Martin Luther King Jr. Day 18 8:00 Breakfast 10:00 - 12:00 Virtual Calls 1:00 Lunch 2:00 - 4:00 Virtual Calls 5:30 Dinner	19 8:00 Breakfast 10:00 - 12:00 Virtual Calls 1:00 Lunch 2:00 - 4:00 Virtual Calls 5:30 Dinner	20 8:00 Breakfast 10:00 - 12:00 Virtual Calls 1:00 Lunch 2:00 - 4:00 Virtual Calls 5:30 Dinner	21 8:00 Breakfast 10:00 - 12:00 Virtual Calls 1:00 Lunch 2:00 - 4:00 Virtual Calls 5:30 Dinner	22 8:00 Breakfast 10:00 - 12:00 Virtual Calls 1:00 Lunch 2:00 - 4:00 Virtual Calls 5:30 Dinner	23 8:00 Breakfast 1:00 Lunch 5:30 Dinner
24 8:00 Breakfast 10:00 Joel Osteen (Channel 5) 10:30 Catholic Service (Channel 3) 1:00 Lunch 5:30 Dinner 31 8:00 Breakfast 10:00 Joel Osteen (Channel 5) 10:30 Catholic Service (Channel 3) 1:00 Lunch 5:30 Dinner	25 8:00 Breakfast 10:00 - 12:00 Virtual Calls 1:00 Lunch 2:00 - 4:00 Virtual Calls 5:30 Dinner	26 8:00 Breakfast 10:00 - 12:00 Virtual Calls 1:00 Lunch 2:00 - 4:00 Virtual Calls 5:30 Dinner	27 8:00 Breakfast 10:00 - 12:00 Virtual Calls 1:00 Lunch 2:00 - 4:00 Virtual Calls 5:30 Dinner	28 8:00 Breakfast 10:00 - 12:00 Virtual Calls 1:00 Lunch 2:00 - 4:00 Virtual Calls 5:30 Dinner	29 8:00 Breakfast 10:00 - 12:00 Virtual Calls 1:00 Lunch 2:00 - 4:00 Virtual Calls 5:30 Dinner	30 8:00 Breakfast 1:00 Lunch 5:30 Dinner

Exhibit 28

STATE OF MARYLAND
DLLR
DEPARTMENT OF LABOR, LICENSING AND REGULATION

ELEVATOR SAFETY INSPECTION
1100 N. EUTAW STREET, ROOM 601
BALTIMORE, MD 21201

Email: ralph.dillman@maryland.gov

To: Elevator Owners, Owners Reps and 3rd Party Inspectors
From: R. Kaese Dillman Chief Elevator Inspector
Subject: State of Emergency

Authorizations, and Authorizing Suspension of Legal Time Requirements." Pursuant to the Executive Order, elevator certificates of inspection that would otherwise expire during the state of emergency which was proclaimed on March 5, 2020 are extended to the 30th day after the date on which the state of emergency is lifted

Respectfully,

R. Kaese Dillman

R. Kaese Dillman Chief Elevator
State of Maryland

Exhibit 29

Developmental Disabilities Administration

312 Marshall Ave., 7th Floor, Laurel, MD 20707

PRE-ADMISSION SCREENING RESIDENT REVIEW (PASRR/ID)

Name of Client: _____ **Age:** ____ **DOB** _____

Date Tested: _____ **Date Reviewed:** _____

Psychologist: JERARD SELDIN, ED.D.

BASED ON ADMINISTRATION /PROGRAM REVIEW, THE FOLLOWING DETERMINATIONS HAVE BEEN MADE:

1. Does the individual have ID or a related condition? Yes ☒ No ☐
2. Medical Condition: Hyperthyrodism, ADL/IADL Dependent, Anxiety disorder, Bladder Incontinence, Blind, Colostomy, Depression, HTN, hx cervical surgery, Hypocalcemia, choking/aspiration risk, Dysphagia, Medication Administration, PT/OT, Wound Care, Wound-post-op, Wound-stage I,II,II,IV, Other: fx right distal radius and Unstable column T2 fx
3. **Substantial Functional Limitation**
   - ☒ Self care
   - ☒ Understanding and use of language
   - ☒ Learning
   - ☒ Mobility
   - ☒ Self-direction
   - ☒ Capacity for independent living
4. Does the individual require nursing facility level of care? Yes ☒ No ☐

   Short Term Admission ☒ Long Term Admission ☐
5. Does the individual need Specialized Services? Yes ☐ No ☐

   If yes, what are recommendations made for placement and for other skill deficits or Specialized training needs?

   Psychiatric ITP needed to address depression, anxiety and schizophrenia.
   CCS and agency RN to collaborate with NH to determine when ready for routine delegation and return to the community.

Nursing Home :

☒ Discharge Planning	☐ IDDM	☐ IV Therapy	☐ New G Tube
☒ Rehab	☒ Skilled Care/Assessment	☒ Sterile Procedure(s)	☐ Tracheotomy
☐ Ventilator	☒ Wound Care	☒ Medication Administration	

☒ Other: ADL/IADL Dependent

DDA Determination: Short Term Nursing Facility level care for 180 days

Due Date: 06/09/2021

Reviewed By: Debra Ward Goldberg, RN, MSN
SMRO DDA Regional Nurse

Exhibit 30

Hillhaven Nursing and Rehabilitation Center/ List of Hospice and Home Health Agencies

HOME CARE AGENCIES

1. ADVENTIST HOMECARE- 301-592-4470
2. HOLY CROSS HOMECARE- 301-557-4660
3. HOMECALL HOMECARE- 301-417-2172
4. BAYADA HOMECARE- 301-977-6400
5. REVIVAL HOMECARE- 301-899-6070
6. AMEDISYS HOMECARE- 301-322-6023
7. PROFESSIONAL HOMECARE- 301-552-8325

HOSPICE COMPANIES

1. HOLY CROSS-301-557-4660
2. HEARTLAND HOSPICE- 866-934-1528
3. SEASONS- 888-523-6000
4. AMEDISYS-410-686-5635
5. MONTGOMERY HOSPICE- 301-921-4400