

# The Mansion at Rosemont

Of

HumanGood Pennsylvania

A Community of HumanGood East

## Disclosure Statement

April 30, 2025

Issuance of a Certificate of Authority by the Pennsylvania Insurance Department does not constitute approval, recommendation or endorsement of HumanGood Pennsylvania by the department, nor is it evidence of, nor does it attest to, the accuracy or completeness of the information set forth in this disclosure statement.

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<sup>1</sup> The Mansion at Rosemont Residence and Care Agreement is attached only if this Disclosure Statement is being provided to someone considering residence at The Mansion at Rosemont. The Notice of Right to Rescind is found at the last page of the Residence and Care Agreement.

## **Preface**

This Disclosure Statement is designed to be read in conjunction with The Mansion at Rosemont Residence and Care Agreement. Complete disclosure of all terms and conditions for residence at The Mansion at Rosemont may be obtained by reading both documents. The Mansion at Rosemont Residence and Care Agreement describes the obligations of HumanGood Pennsylvania and of the Resident at The Mansion at Rosemont. The Disclosure Statement sets forth the information required by the Pennsylvania CONTINUING CARE PROVIDER REGISTRATION AND DISCLOSURE ACT.

## **Summary**

1. Name and address of our community:

THE MANSION AT ROSEMONT  
404 Cheswick Place  
Rosemont, Pennsylvania 19010-1251

2. Name and address of the licensed provider:

THE MANSION AT ROSEMONT  
HumanGood Pennsylvania  
2000 Joshua Road  
Lafayette Hill, PA 19444-2430

3. Person to be contacted to discuss residency options:

Karen D'Orsogna  
Director of Sales  
THE MANSION AT ROSEMONT  
404 Cheswick Place  
Rosemont, Pennsylvania 19010-1251  
Telephone: (610) 527-6505  
Fax: (610) 527-6558

## **Description of Our Community**

The Mansion at Rosemont (also referred to as the “Community”) is located on a 10-acre campus in the heart of suburban Philadelphia's Main Line. The focal point of the residential community is the Beaupre Mansion, a French Georgian home dating from the turn of the 20<sup>th</sup> century which was donated to the Presbytery of Philadelphia, Presbyterian Church (U.S.A.) in 1954.

The development of the Community has spanned six decades. In the mid-1950s, and again in 1981, the Mansion's ground floor social rooms and upper level living accommodations were refurbished. In 2020 and 2021, additional mansion refurbishments were completed to the apartments, the art studio, foyer, and club room. Additionally, the mansion hardwood floors were restored. Fifteen cottages were constructed, beginning in 1957 and into the 1960s. These are popular with those who desire the amenities of a continuing care retirement community, but who prefer the privacy associated with a single-family home. Starting in 2017, The Mansion at Rosemont began upgrading and combining cottages. There are currently 12 cottage homes at The Mansion at Rosemont.

New studio and one-bedroom accommodations were added in 1980-1981, bringing the total number of residential living residences to 180. Eight larger one and two-bedroom apartments were added to the main building in 1989. In 2013, a new configuration of apartment living was added: “combo” apartments containing full kitchens, 1 ½ baths, and a washer and dryer. More recently, new two bedroom two bath Boxwood apartments have been added to inventory.

The 32-residences in the Schaefer-Schell Personal Care Wing were dedicated in September 1989. This wing provides older adults assistance with activities of daily living such as bathing, grooming, dressing, cognitive cueing and medications. Personal Care bridges the gap between independent residential living and more costly nursing home care. The Mansion at Rosemont is licensed for 221 personal care residences to include an expanding personal care neighborhood along with “floating apartments” to be used on a temporary or permanent basis.

In 2023, the Mansion at Rosemont opened a secure 17 apartment Memory Support Neighborhood within the existing footprint of the community. This neighborhood was fully licensed and occupied in June of 2023.

In total there are now 186 residential living apartments, cottages, and personal care apartments on The Mansion at Rosemont campus.

1. Minimum age:

The minimum age for admission to The Mansion at Rosemont is 62 years.

2. Affiliations:

2019 Affiliation:

The Mansion at Rosemont is owned and operated by HumanGood Pennsylvania (HGPA), formerly known as Philadelphia Presbytery Home, Inc. HumanGood Pennsylvania is a subsidiary of HumanGood East (HG East), formerly known as Philadelphia Presbytery Homes and Services for the Aging, d/b/a Presby’s Inspired Life. On June 30, 2019, HumanGood East affiliated with HumanGood, a California based senior living non-profit. This affiliation brought two strong non-profit systems together to continue inspiring people to live their best lives possible. As part of the affiliation, the names of the legal entities Philadelphia Presbytery Homes, Inc. and Philadelphia Presbytery Homes and Services for the Aging were changed. Aside from

this name change, however, the affiliation involved neither a change to the legal entity that owns and operates The Mansion at Rosemont nor any transfer of physical or real property, nor a change in control. Members of the governing boards prior to the affiliation continue to constitute the majority of the governing boards post affiliation for HumanGood Pennsylvania and HumanGood East.

1995 Reorganization:

HumanGood Pennsylvania, formerly known as Philadelphia Presbytery Homes, Inc. was established by the Presbytery of Philadelphia, Presbyterian Church (USA) in 1955. In 1995, the Presbytery of Philadelphia approved a reorganization as a result of which Philadelphia Presbytery Homes, Inc. became a subsidiary of Philadelphia Presbytery Homes and Services for the Aging. As noted above through the recent affiliation, Philadelphia Presbytery Homes, Inc. was renamed HumanGood Pennsylvania and Philadelphia Presbytery Homes and Services for the Aging was renamed HumanGood East.

Today, while honoring our roots, we proudly serve a very diverse population.

3. Charitable funds:

HGPA raises and manages all charitable funds.

4. Accreditation:

There are a limited number of accrediting bodies within the industry and HG East has determined that the accreditations currently available would not provide a significant benefit to The Mansion at Rosemont.

5. Current resident population:

As of March 31, 2025, the current resident population living at The Mansion at Rosemont under all types of accommodations was 172.

6. Sample fees:

As a sample of residential living costs of residence at The Mansion at Rosemont, the current charges for a one-bedroom apartment are, as of January 1, 2025:

Occupancy	Entrance Fee	Monthly Rate
Single	\$ 105,332	\$3,935
Double	\$ 105,332	\$5,193

## **The Corporation (HumanGood Pennsylvania)**

HumanGood Pennsylvania  
2000 Joshua Road, Lafayette Hill, PA 19444-2430  
Telephone (610) 834-1001  
Fax: (610) 834-6556

The Mansion at Rosemont, a continuing care retirement community, is owned and operated by HumanGood Pennsylvania (HGPA). HGPA, a subsidiary of HG East, is a Pennsylvania non-profit corporation, and is exempt from federal income tax under Section 501(c)(3) of the United States Internal Revenue Code. The Mansion at Rosemont opened in December 1956, and is one of two continuing care retirement communities operated by HGPA, the other being Rydal Park in Abington Township, Montgomery County, Pennsylvania. HGPA also operates Spring Mill, featuring 92 residential living and personal care residences in Whitemarsh Township, Montgomery County, Pennsylvania.

HGPA provides management services for twenty (20) sister organizations (listed below) providing charitable support, long term care and/or housing for older adults, twelve (11) of which are exempt from federal income tax under Section 501(c)(3) of the United States Internal Revenue Code. Nine are Limited Partnerships with affiliated corporations serving as General Partners.

- Riverside Senior Apartments, LP., d/b/a *Riverside Senior Apartments*, providing federally subsidized housing for low and very low income older adults and physically disabled persons 18 years and older in Center City Philadelphia.
- Philadelphia Presbytery Apartments of Morrisville, Inc., d/b/a *Morrisville Presbyterian Apartments*, providing federally subsidized housing for very low income older adults and physically disabled persons 18 years and older in Morrisville, Bucks County.
- Presbyterian Apartments at 58th Street, Inc., d/b/a *Ann Thomas Presbyterian Apartments*, providing federally subsidized housing for very low income older adults and physically disabled persons 18 years and older in Southwest Philadelphia.
- Mary Field Senior Apartments, L.P., d/b/a *Mary Field Presbyterian Apartments*, providing federally subsidized housing for very low income older adults and physically disabled older adults in Southwest Philadelphia.
- Germantown Interfaith Housing, Inc., d/b/a *Interfaith House In Germantown*, providing federally subsidized housing for very low income older adults and physically disabled persons 18 years and older in Northwest Philadelphia.
- Tioga Presbyterian Apartments, Inc., d/b/a *Tioga Presbyterian Apartments*, providing federally subsidized housing for very low income older adults and physically disabled older adults in North Philadelphia, two blocks west of Temple Hospital.

- Old City Presbyterian Apartments, Inc., d/b/a *Old City Presbyterian Apartments*, providing federally subsidized housing for very low income older adults and physically disabled older adults in the Old City section of Philadelphia.
- Avenue of the Arts Presbyterian—PSC Apartments, Inc. d/b/a *Reed Street Presbyterian Apartments*, providing federally subsidized housing for very low income older adults and physically disabled older adults in the South Philadelphia area. Reed Street Presbyterian Apartments is co-sponsored by Presby’s Inspired Life and a local non-affiliated nonprofit social services organization.
- Bensalem Senior Apartments, L.P., d/b/a *Bensalem Presbyterian Apartments*, providing apartments below market rate rentals for older adults. Originally built with tax credit financing and grants from the Bucks County Housing Development Corporation.
- Mantua Presbyterian Apartments, Inc. d/b/a *Mantua Presbyterian Apartments*, providing federally subsidized housing for very low income older adults in West Philadelphia.
- South Philadelphia Presbyterian Apartments d/b/a *Jackson Place*, providing federally subsidized housing for very low income older adults and disabled older adults in South Philadelphia.
- Grace Court, Inc. d/b/a *Grace Court*, providing federally subsidized housing for very low income older adults in Delaware County, Pennsylvania.
- Wynnefield Place, L.P., representing a unique combination of federal and state subsidized housing for low income older adults in the Wynnefield section of Philadelphia.
- Paschall Senior Housing, Inc., providing federally subsidized housing for very low income older adults in Southwest Philadelphia.
- Cantrell Place, L.P., representing a unique combination of federal and state subsidized housing for low income older adults in the South Philadelphia area.
- Witherspoon Senior Apartments, L.P., representing a unique combination of federal and state subsidized housing for low income older adults in the Southwest Philadelphia area.
- Makemie Court, L.P., representing a unique combination of federal and state subsidized housing for low income older adults in Delaware County, Pennsylvania.
- Bala Presbyterian Home Foundation, Inc., a charitable support affiliate of Presby’s Inspired Life.

- Janney Street Apartments, L.P., d/b/a *Janney Street Apartments*, representing a unique combination of federal and state subsidized housing for low income older adults in Philadelphia, Pennsylvania
- Maple Village, L.P., d/b/a *Maple Village*, representing a unique combination of federal and state subsidized housing for low income older adults in Philadelphia, Pennsylvania.

The address of the above 20 organizations is 2000 Joshua Road, Lafayette Hill, Pennsylvania 19444-2430.

HGPA also manages, on a fee-for-service basis, federally subsidized communities offering housing to lower income older adults and/or physically disabled individuals for unrelated nonprofit sponsors and for-profit organizations.

## **The Corporate Statements**

### **Our Mission**

At HumanGood we believe everyone should have the opportunity to live with enthusiasm, confidence and security, regardless of physical, social, or economic circumstances. And when we say everyone, we mean everyone — including you. Because we believe this, our mission is to inspire your best life.

### **Our Values**

These are the five core values that shape us:

#### **Passion**

*We care deeply about the success of our team, those we serve and HumanGood.*

#### **Inclusion**

*We are better when we include people of different backgrounds and perspectives.*

#### **Courage**

*We do what's right, even when it's hard.*

#### **Innovation**

*We find new and better ways to serve our residents and team members and each new generation of older adults.*

## **Impact**

*We judge ourselves based on our ability to move our mission forward.*

### **The Continuing Care Retirement Community (The Mansion at Rosemont)**

The Mansion at Rosemont offers the convenience of suburban living, ready access to the cultural opportunities of Center City Philadelphia, and the quiet of a wooded, residential estate. Regularly scheduled transportation to Suburban Square in Ardmore, shops, libraries, banking, etc. in Bryn Mawr and Wayne is provided on The Mansion at Rosemont's private bus. Transportation to medical appointments is provided with our vehicle. Transportation arrangements are made by appointment.

The campus itself includes 10 acres of beautiful grounds, with many specimen plantings typical of the surrounding neighborhood. Popular raised gardens enable residents to enjoy and contribute to the beauty of the grounds.

Various churches, synagogues, the Bryn Mawr Hospital and the Main Line Health network, public libraries, six universities or colleges, Main Line Night School, Wayne Art Center, and other cultural, spiritual, health, educational, and recreational programs surround The Mansion at Rosemont community.

The physical campus at The Mansion at Rosemont consists of 186 residences including 12 cottages. With the exception of the cottages, all areas of the community are available to all residents without the need to go outside in inclement weather, and are wheelchair accessible.

The Mansion at Beaupré, constructed circa 1902 and completely refurbished in 1956, 1981 and 2020, houses a private dining room, the great hall, library, art studio, ballroom, and sales office - several opening onto a spacious patio. Additionally, a club room was added on the 400 level. In addition to the club room, the upper floors include private studio, one-bedroom, and two bedroom living accommodations in one-of-a-kind settings reminiscent of Beaupré's original grace. Several of the suites have original fireplaces which, while no longer used for heating, add charm with their elaborate marble mantels.

The lovely single-dwelling cottages, nestled amongst the stately trees of the estate, are all single-story construction. They offer spacious full kitchens and baths, special opportunities for those residents who enjoy gardening, and dedicated cottage parking.

The main building houses central lobbies, a Performing Arts center, an elegant centrally located "Cassatt" dining room, a wellness center, fitness center, physical, occupational and speech therapy suite, beauty/barber shop, laundry room, private dining room, central US Mail area, a gallery, and administrative and maintenance areas. The building is of fire-safe,

masonry construction and was completed in 1981. Some of the central lounges include balconies.

The Mansion at Rosemont added Wi-Fi throughout the campus in 2021. Wi-Fi and basic cable are included in the monthly fee.

The Schaefer-Schell Personal Care Wing was made possible through the vision of the late Carolina M. Schell, who established Trusts under her Will to provide for the construction and maintenance of a community for persons whose needs fell somewhere between those being addressed by the then-available independent living and skilled nursing care centers. On the lobby level of the Schaefer-Schell, residents are able to socialize and or participate in activities in the common areas, activity room, or dine in the “Robinson” dining room.

The Trusts provided \$880,000 toward construction of the Personal Care Wing, and a continuing maintenance trust valued (at the opening of the building) at \$1,945,000 assures that those requiring financial assistance will find the cost of the program within their means. The Schaefer-Schell Personal Care Wing is dedicated in loving memory of Miss Schell’s parents, Henry A. and Margaratha Schell and her grandparents, August and Karolina Schaefer.

## **Our Leadership**

### **Officers of the Corporation**

*Randall L. Stamper, Chair, Board of Directors*

Mr. Randall Stamper, J.D., is currently chair of the HumanGood and HumanGood Cornerstone’s Boards of Directors as well as several affiliated boards and serves as ex-officio to all Board Committees. He was previously chair of the HumanGood Cornerstone and HumanGood NorCal Boards of Directors and has also served as chair of Judson Park, a HumanGood community. Stamper brings unique expertise to the organization, providing counsel on Life Plan Community financing and planning. He previously served as managing partner with Stamper Rubens, P.S., a law firm in Spokane, Washington, whose practice was primarily health care-related. Stamper is a member of the Spokane County, Washington State, Idaho State and American bar associations, and is authorized to practice before the U.S. Supreme Court. He has served on the board and as general counsel for the Inland Northwest Council, Boy Scouts of America. He is a former board member of St. George’s School, a private K–12 school in Spokane, and a former board member of the Shrine Hospital in Spokane. He has served on several other boards and was active in numerous community service organizations in Spokane. He resides in Boise, Idaho.

*John H. Cochrane III, President and CEO*

Mr. Cochrane was appointed President and Chief Executive Officer of HumanGood upon the affiliation of HG NorCal and HG SoCal. As President and Chief Executive Officer, Mr. Cochrane is responsible for the strategic direction of the company, overseeing operations and serving as the primary liaison to the Boards of Directors. Mr. Cochrane joined HG SoCal as President and Chief Executive Officer in August 2009. From December 2006 to August 2009, Mr. Cochrane served as Chief Operating Officer of Life Care Retirement Communities, Inc. (now Lifespace Communities), a large nonprofit senior housing provider headquartered in Des Moines, Iowa. He previously worked as a Principal with Glenwood Senior Living in Chicago from April 1997 to December 2006. He started his career in the senior housing industry with Erickson Retirement Communities (a for-profit provider) where he served as Executive Director of Oak Crest Village, Baltimore, Maryland, from September 1993 to April 1997. He received his B.A. in Political Science from Northern Illinois University in 1983 and a J.D. from Northwestern University in 1986. He practiced real estate law in Chicago, Illinois, from June 1986 until September 1993.

*Daniel S. Ogus, Chief Operating Officer*

Mr. Ogus joined HG SoCal in 1995, became Vice President of Operations in 2007 and Chief Operating Officer in 2009. He continued as the Chief Operating Officer of HumanGood following the affiliation of HG SoCal with HG NorCal. As Chief Operating Officer, Mr. Ogus oversees HumanGood's operational areas, which include life plan communities and affordable housing communities, as well as human resources, procurement and the resident experience. Prior to February 2007, he served as Executive Director of two of HG SoCal's life plan communities as well as serving as a Regional Executive Director. Prior to joining HG SoCal he was employed at the University of San Diego in student affairs. He received his B.S. degree from the University of Houston and his M.B.A. from the University of Dallas. He also was awarded an M.A. in Gerontology from the University of Southern California in 2004. Mr. Ogus is a licensed nursing home and residential facility for the elderly administrator in California. He has served on several committees of LeadingAge California, and is a prior member of its board of directors. Mr. Ogus is a trained evaluator and former site chair for the Continuing Care Accreditation Commission, Commission of Accreditation of Rehabilitation Facilities (CARF-CCAC). He is a former board member of Moldaw life plan community, Sunwest Bank, the Boys and Girls Club and the Greater San Diego YMCA.

*Andrew McDonald, Chief Financial Officer*

Mr. McDonald serves as the Chief Financial Officer of HumanGood and all of its affiliates, including the members of the California Obligated Group. In addition to

leading the finance and accounting function which oversees HumanGood's financial audits, budgets, compliance and financial reporting and analysis, as Chief Financial Officer, Mr. McDonald is responsible for overseeing financial performance optimization, capital sourcing and allocation, strategic initiatives, and evaluation of acquisition and affiliation targets. Mr. McDonald joined HG NorCal in 2007 as Vice President of Finance and Controller after serving as the Controller for a real estate developer in Southern California. Mr. McDonald's professional background includes working on corporate restructurings in Arthur Andersen's Global Corporate Finance group and acting as the lead financial analyst preparing long term financial forecasts for Southern California Edison. Mr. McDonald is a graduate of the Larry Minnix LeadingAge Leadership Academy, a Certified Public Accountant in the state of New Mexico, and has an undergraduate degree in economics and accounting from Claremont McKenna College and an M.B.A. from UCLA.

*Nick Lindberg, Chief Technology Officer*

Mr. Lindberg is the Chief Technology Officer of HumanGood where he oversees the convergence of IT, technology and innovation, and data strategy both internally and around HumanGood's symbiotic investment strategy in the startup space. He has been in the technology field for nearly 25 years, starting at IBM designing next-gen microprocessor architecture and performance models for 8 years, before taking over as CTO at The Milwaukee Institute, a non-profit research foundation that leveraged emerging technology in high-performance computing to help Midwest companies modernize their design approach in 2011. In 2017, Nick began consulting in applied machine learning, working with both large companies and in the startup space, and ultimately landing at Yes Health in 2020 as Director of Machine Learning, a digital health company focused on diabetes prevention management where he was able to apply his many years of experience around applied AI and data science to help innovate and scale the business. Nick received double bachelor's degrees in Electrical Engineering and Computer Science, and an MS in Computer Engineering from the University of Wisconsin, Madison.

*Bethany Ghassemi, Chief Legal Officer*

Ms. Ghassemi joined HG NorCal in June 2015 as Staff Attorney and then as Associate General Counsel. Promoted to General Counsel in May 2019, she oversees legal operations for HumanGood and all of its affiliates, including oversight of HG NorCal, HG SoCal and HG Fresno. She is also accountable for enterprise risk management, governance, compliance and advocacy. Previously, she spent seven years in private practice at the law firms Jones Day and Hawkins Delafield & Wood, where she provided clients, including HG NorCal and HG SoCal, with healthcare finance advice. Ms. Ghassemi is licensed to practice law in California and is a

member of the California Bar Association and the American Health Lawyers Association. She participates in the General Counsel Group of Leading Age. She has a B.A. from Princeton University and a J.D. from UCLA Law School.

### **The Board of Directors**

#### *Rev. Randy L. Barge*

Rev. Barge is Pastor of First Presbyterian Church of Olney in Philadelphia and the Moderator of the Presbytery of Philadelphia.

#### *Harry G. (Skip) Dittmann*

Skip Dittmann retired from Wachovia as senior vice president of portfolio management, where he oversaw the investment management of portfolios of high net worth individuals.

#### *Alan J. Griffith, Vice Chair*

Alan is a senior financial executive with over 30 years of experience. Significant areas of accomplishment include corporate development, including acquisitions, divestitures and restructurings, planning and analysis and SEC reporting. He spent 25 years of his professional career with ARAMARK Corporation in various financial roles. He serves on the advisory board of Contract Pharmacy Services, a provider of pharmaceutical services to the long-term care and correctional industries. Alan is a member of Oreland Evangelical Presbyterian Church and has previously served as a Ruling elder. He is a member of the PICPA and AICPA. He chairs the HumanGood Risk, Quality and Services Committee.

#### *Rev. Michelle M. Holmes*

Rev. Michelle Holmes joined the board in 2019 as part of the affiliation with HumanGood. She has held several positions with the American Baptist Seminary of the West in Berkeley, California since 1990. She served as vice president and chief financial officer, vice president for Institutional Advancement, acting president and assistant to the president for recruitment and development. She is chair of the Chief Financial Officers Steering Committee and is a member of the Graduate Theological Union Council of Development Officers and the Council of Chief Financial Officers. She founded and is an Honorary Lifetime Member of the Wellness Council in San Luis Obispo County, California. An ordained American Baptist minister, Holmes has served on the Minister's Council of the Greater Bay Area of the American Baptist Churches USA in numerous capacities. She chairs the HumanGood Audit Committee.

*Kenneth McKeown*

Kenneth McKeown joined the board in 2012. Mr. McKeown has over thirty years' experience in both the advertising and pharmaceutical industries managing production and distribution staffs. He is currently the president of MacB Associates, which provides consulting services to pharmaceutical, graphic arts and logistic companies. He chairs the HumanGood East Philanthropy Advisory Council.

*Rev. Dr. Nancy E. Muth*

Dr. Muth is a retired minister of the First Presbyterian Church in Germantown. Prior to her ministry, Dr. Muth specialized in financial stewardship and funds development with churches and religious organizations.

### **The Mansion at Rosemont Team Members**

To deliver exceptional service within the continuing care retirement community, The Mansion at Rosemont employs 100 full and part time persons as administrative staff, nurses and resident care assistants, activities, dining, housekeeping, maintenance and security personnel. The following key staff may be reached at The Mansion at Rosemont, 404 Cheswick Place, Rosemont, Pennsylvania 19010-1251, and telephone (610) 527-6500.

*Carisa Livingston, Executive Director*

Carisa has served in escalating leadership roles between The Mansion at Rosemont and Spring Mill Pointe communities since 2010. Rejoining The Mansion at Rosemont in September 2020 as Executive Director, Carisa brings her love of the campus and team, coupled with her commitment to helping The Mansion reach new levels of excellence with 20 years of service in senior living. Carisa is a Licensed Nurse, a certified Personal Care Home Administrator, and holds a Bachelor's Degree in Business Administration. Carisa also worked in an acute dialysis, long term care nursing and leadership roles prior to joining HumanGood.

*Karen D'Orsogna, Director of Sales*

Karen joined The Mansion at Rosemont as Sales Director following 5 years of successful experience in both new construction and established for-profit senior living communities. Prior to this time she spent 17 years supporting their family owned real estate development business, where she utilized her marketing, operational and insurance knowledge to contribute to its diversification and growth. A graduate of Ursinus College with a BA in Communications, Karen and her husband of 25 years have three children, and deep personal and professional connections to the suburban Philadelphia area.

## **The Mansion at Rosemont Residents Association**

All contract residents are automatically members of The Mansion at Rosemont Residents Association. The Association has a number of active committees which set the social agenda for the community, including evening programs and movies, and off-campus tours to cultural and educational events. A theater group, organized craft activities, a woodshop, book club, games, and exercise programs are among the varied programming opportunities.

The Beaupré Shop is a gift shop that offers convenience items, cards, food items, candy, and gifts. Proceeds from the Shop, as well as Thrift and White Elephant Shop sales, benefit the resident association. Meetings of the full Association are held monthly with the Executive Director and/or corporate officers, for the purpose of free discussion on subjects which may include financial matters or proposed changes in policies, programs and services. At least seven days' notice of each meeting is given to each resident.

The Mansion at Rosemont Residents Association Council is composed of the officers of the Residents Association and representatives from designated areas of the residential buildings. The Council meets monthly, and representatives from The Mansion at Rosemont and Community Support Center staff are invited to attend.

## **Services Provided at The Mansion at Rosemont**

The Mansion at Rosemont Continuing Care Agreement – Fee – For – Service (attached as Exhibit B for new applicants), executed at the time of occupancy of a residence at the community, details the residential and health care services provided within the community. Additionally, residents may sign an Addendum to the Continuing Care Agreement, which provides the option to elect a 50% refund or 75% refund of the entrance fee. Under the 0% refund option included in the Continuing Care Agreement – Fee – For – Service, the entrance fee amortizes over a 48-month period at 2% per month with the first 2% of the entrance fee earned immediately by The Mansion at Rosemont. Under the 50% refundable option, the resident receives 50% of the paid entrance fee as a refund upon both surrendering the residence and the re-occupancy of the residence by another resident. Further, the other 50% amortizes over 16 months at 3% per month with the first 2% of the entrance fee earned immediately by The Mansion at Rosemont. Under the 75% refundable option, the resident receives 75% of the paid entrance fee as a refund upon both surrendering the residence and the re-occupancy of the residence by another resident. Further, the other 25% amortizes over 8 months at 3% per month with the first 1% of the entrance fee earned immediately by The Mansion at Rosemont. The 75% refundable option is available to independent living residents that have not reached the age 86 at the time of signing the agreement. Any applicable refund is subject to deductions for any financial assistance provided, and/or any amounts necessary to cover costs incurred by The Mansion at Rosemont to refurbish, restore or repair the residence in the event of unreasonable wear and tear, and/or costs incurred at the resident's specific written request, and/or any unpaid charges. Residents will pay the currently published residential living rates while in residential living, but should the resident

transfer to personal care, the resident will pay the currently published private pay rates for residents who have paid an entrance fee.

The following is intended to serve only as a summary of those services.

Included in the basic contract:

- Use of a living accommodation
- Floor coverings and window treatments
- A refrigerator
- Use of community amenities, such as dining rooms, lounges, Performing Arts Center, library, fitness center, social and recreational areas, both inside the buildings and on the grounds
- Washers and dryers for personal use
- Open parking spaces
- Three meals daily for residents in the main building and 1 meal for cottage residents
- Complimentary room service for illness or regular room service for a small fee
- Regular housekeeping service
- Provision and laundering of standard sized bed linens and towels
- Basic cable and internet service
- Maintenance of The Mansion at Rosemont property, within living accommodations, in the common areas of the buildings, and on the grounds
- Water, electricity, heat and air conditioning
- Limited scheduled local transportation
- Stimulating and varied cultural and social programming
- Nurses and Personal Care assistants on premises to assist in assessing and meeting resident needs

Services available at extra cost:

- Beauty and barber shop services
- Personal laundry
- Meal delivery service
- Guest meals
- Catering services in a private dining room

Health care services available at extra cost:

- Physician services at The Mansion at Rosemont health center
- Dentistry
- Podiatry
- Availability of in-home care (Medicare covered and non-covered)
- Audiology
- Psychological consultation
- Medication management

- Assistance with bath/shower
- Physical, Occupational and Speech Therapies when prescribed by a physician
- Optometry
- Dietitian

## **Costs of Care**

Application for residence at The Mansion at Rosemont must be accompanied by a Processing Fee of \$200 for one person or \$300 for two persons (“double occupancy”), plus a non-interest-bearing Deposit of \$1,000 to be applied to the Entrance Fee for the apartment desired.

The Deposit reserves a residence while the application process ensues and will be refunded if the application is declined, or upon request by the applicant. The Processing Fee is non-refundable, and covers the cost of processing the application.

## **The Entrance Fee and Monthly Service Fee**

There are two costs: an Entrance Fee, which is a one-time payment to HGPA, which varies with the type of apartment and/or cottage, and a Monthly Service Charge, which covers the services described above.

A refund of a portion of the Entrance Fee may be given when the Residence and Care Agreement is terminated. For residents under contract prior to January 1, 2007, HGPA retains 2% per month for the first thirty months of residence and 1% per month for the next forty months of residence. There is no refund due after 70 months of residence. Effective January 1, 2007, all new resident admissions to The Mansion at Rosemont are subject to an amortization period that spans 48 months. The entrance fee will be amortized equally over 48 months, and any resident that leaves The Mansion at Rosemont prior to the 48-month amortization period would qualify for a partial refund. Please refer to the Residence and Care Agreement for additional terms and conditions pertaining to the refund policy.

The Monthly Service Charge is related to the size of the living residence occupied and whether there are one or two residents. The Monthly Service Charge is quoted on the basis of three meals daily, one meal for cottage residents.

The Processing Fee, Entrance Fee and Monthly Service Charge may be adjusted from time to time as the cost of providing services change. Under ordinary circumstances, these adjustments are announced by December 1 to be effective the following January 1. Generally, the Monthly Service Charge has been raised approximately the same percentage for each type of residence; however, because some components of the Monthly Service Charge are related to the number of persons (such as dining service), and others are related to the size of the apartment (such as energy), it is sometimes necessary to re-evaluate the relationship between Monthly Service Charges for different residence types and occupancies.

The chart below provides the monthly fees and average rate increase for a one bedroom residence for the past 5 years.

<b>Year</b>	<b>Typical 1 Bedroom Fee</b>	<b>Rate Increase</b>	<b>% Rate Increase</b>
2021	\$3,192	\$108	3.5%
2022	\$3,360	\$168	5.3%
2023	\$3,595	\$235	7.0%
2024	\$3,766	\$171	4.8%
2025	\$3,935	\$169	4.5%

As of January 1, 2025, the Schedule of Entrance Fees and Monthly Service Charges at The Mansion at Rosemont were as follows. A “No Entrance Fee Rental Option” is available with higher monthly service charges.

<b>Residence Type</b>	<b>Approx. Sq. Footage</b>	<b>Traditional Entrance Fee</b>	<b>50% Refundable Entrance Fee</b>	<b>75% Refundable Entrance Fee</b>	<b>Independent Living Monthly Fee (Single Occupancy)</b>	<b>Personal Care Monthly Fee (Single Occupancy)</b>
<b>Strathmore (Studio)</b>	368-395	\$78,099	\$120,767	\$139,430	\$3,284	\$5,913
<b>Yorkshire (1 Bedroom)</b>	485-800	\$105,332	\$165,780	\$191,030	\$3,935	\$6,802
<b>Cheswick (1 Bedroom Deluxe)</b>	744-937	\$175,000	\$263,060	\$304,478	\$5,019	\$8,709
<b>Boxwood (2 Bedroom)</b>	870-1,256	\$221,000	\$331,343	\$382,836	\$6,500	\$9,694
<b>Cottage</b>	1,005-1,042	\$265,000	\$399,627	\$462,314	\$5,679	N/A
<b>Cottage (3 Bedroom)</b>	1,860-1,913	\$363,000	\$594,403	\$686,195	\$8,656	N/A

There is no second person entrance fee. The second person monthly fee for independent living is \$1,258 and for personal care is \$2,829 per month.

Note: Living Accommodations in the Mansion are unique in size and layout. Please request a floor plan of the residence desired from the Sales Counselor.

## Income Tax Implications

### Possibility of Tax Deductions for Medical Expenses

A portion of the Monthly Service Charge for contracted residents may be deductible as a medical care expense for federal income tax purposes if the resident itemizes deductions and is receiving personal care for medical reasons. HGPA advises residents and prospective residents to seek tax advice before declaring any amount of the Monthly Service Charge as an income tax deduction. HGPA does not provide tax advice; professional tax advisors may choose to calculate the amount, if any, of the entrance fee paid and monthly service charges that are deductible for income tax purposes based upon alternate methodologies. Annually, The Mansion at Rosemont provides information regarding the tax deductions for medical expense to share with their tax advisor.

### Unrestricted Income Statements for the Year Ended December 31, 2024

	(in thousands)			
	Budget 2025	Actual 2024	Budget 2024	Variance
Revenue, gains and other support:				
Resident service revenue, net including amortization of entrance fees	\$13,020	\$13,078	\$12,287	\$791
Contributions and bequests	435	431	349	82
Investment income	332	2,949	246	2,703
Other revenue	150	188	158	30
Net assets released from restrictions	284	264	396	(132)
<b>Total revenue, gains, and other support</b>	<b>14,221</b>	<b>16,910</b>	<b>13,436</b>	<b>3,474</b>
Expenses:				
Salaries and employee benefits	6,408	6,034	6,076	42
Other operating nonwage expenses	5,362	5,177	5,295	118
Interest	147	150	150	0
Depreciation and amortization	3,676	3,696	3,236	(460)
<b>Total expenses</b>	<b>15,593</b>	<b>15,057</b>	<b>14,757</b>	<b>(300)</b>
<b>Operating income (loss)</b>	<b>(1,372)</b>	<b>1,853</b>	<b>(1,321)</b>	<b>(3,174)</b>

#### Explanation of line items:

- Resident service revenue, net including amortization of entrance fees includes monthly room and board charges, pharmacy, other ancillary revenues, and deferred revenue determined to be earned relating to traditional and refundable entrance fee contracts.

- Contributions and bequests are unrestricted donations made to the organization during the year.
- Investment income includes all interest, dividends and realized gains/(losses) on unrestricted investments but excludes unrealized gains or losses on investments.
- Other revenue includes miscellaneous revenues earned for the community.
- Net assets released from restrictions captures all contributions released during the year due to meeting the restricted purpose that the contribution was intended for.
- Salaries and employee benefits includes costs incurred for all departments and positions, as well as personnel costs associated with food service, in addition to costs of all health benefit coverage, employer paid taxes and other benefit costs incurred.
- Other operating expenses includes direct costs relating to food service, pharmacy, physical property contract services, as well as medical, building and other supplies and materials necessary for the operation of the community; utility costs; real estate taxes; management fees relating to the management services performed by the community support center encompassing senior management, human resource, marketing, information technology, contract program administration, finance, and other services; and bad debt in recognition of uncollectible service charges.
- Interest costs include all related charges for the outstanding debt of the community.
- Depreciation and amortization is the estimated depreciated value relating to certain fixed or intangible assets of the community.

### **Explanation of Variances**

Revenues, gains and other support exceeded budget by \$3.5 million. Resident service revenues exceeded budgeted amounts by \$791,000, primarily related to higher than budgeted entrance fee amortization of \$701,000, and Assisted Living and Memory Support revenue exceeding budget by a combined \$385,000, with a partially offsetting decrease in Health Center revenues of \$235,000 compared to budget. Other revenue exceeded budget by \$30,000, due to favorable community fees and miscellaneous income. Investment income exceeded budgeted amounts by \$2.7 million. Contribution revenue exceeded budget by \$82,000. Net assets released from restrictions were less than budget by \$132,000, as fewer residents than budgeted were in need of financial assistance through the Schaffer Schell and Friendship Funds.

Total expenses exceeded budget by \$300,000. Salaries and benefits were favorable by \$42,000 compared to the budget for the year. Other operating expenses were favorable to budget by \$118,000. Annual depreciation expense exceeded budgeted depreciation expense by \$460,000 for the year. 2025 budgeted depreciation expense is in line with 2024 actual experience.

## **Funds**

HGPA has established two separate funds to provide financial security for residents of the community who become unable to meet their financial obligations under the terms of The Mansion at Rosemont Residence and Care Agreement and to provide for extraordinary capital replacements at the community.

Short-term investments are managed by the Chief Financial Officer under policies established by the Board of Directors, regularly monitored by the Finance and Investment Committee of the Board.

Long-term investments are held in custody by Deutsche Bank and managed by the professional investment advisory firm of Hirtle, Callaghan & Co., Conshohocken, PA. The Finance/Investment Committee of the Board of Directors meets regularly with the investment advisor and continuously monitors the performance of the funds.

### **Building and Equipment Replacement Fund**

As of December 31, 2024, the book value of The Mansion at Rosemont Fund for Building and Equipment Replacement was \$16,820,000.

### **The Mansion at Rosemont Friendship Fund**

The Mansion at Rosemont Friendship Fund is a donor restricted fund of HGPA, established to benefit residents of the community who become unable to meet fully the costs of the care they receive.

HGPA has established guidelines regarding eligibility for assistance to individuals from this Fund. Investment of the Fund is solely the responsibility of HGPA. Reports of contributions to the Fund and assistance provided are made periodically to The Mansion at Rosemont Residents' Council.

Full confidentiality is assured. Names of residents requiring assistance will never be divulged. Amounts of individual gifts to The Mansion at Rosemont Friendship Fund will not be publicized, except with the expressed approval of the donor.

Residents requiring financial assistance will, in the normal course of events, come to the attention of the management of HGPA through the Administrator of The Mansion at Rosemont. *It is the policy of HGPA, as set forth in the by-laws of the Corporation, that no person once admitted will be asked to give up residence solely for financial cause, unless a prejudicial distribution of assets has been made.*

The book value of The Mansion at Rosemont Friendship Fund on December 31, 2024 was \$1,109,000.

# Exhibit A

**HumanGood Pennsylvania  
(a Member of HumanGood East)**

Financial Statements

December 31, 2024 and 2023

**HumanGood Pennsylvania**  
**(a Member of HumanGood East)**

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December 31, 2024 and 2023

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## Independent Auditors' Report

To the Board of Directors of  
HumanGood Pennsylvania

### Opinion

We have audited the financial statements of HumanGood Pennsylvania (a member of HumanGood East) (the Corporation), which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of operations and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Corporation as of December 31, 2024 and 2023, and the results of their operations, changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America (GAAP).

### Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Corporation and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with GAAP, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Corporation's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

### Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Corporation's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Corporation's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings and certain internal control-related matters that we identified during the audit.

#### **Supplementary Information**

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The combining information, as identified in the table of contents, is presented for purposes of additional analysis of the financial statements, and it is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The combining information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining information is fairly stated, in all material respects, in relation to the financial statements as a whole.

*Baker Tilly US, LLP*

Philadelphia, Pennsylvania  
April 29, 2025

**HumanGood Pennsylvania**  
**(a Member of HumanGood East)**

HumanGood Pennsylvania  
Balance Sheets  
December 31, 2024 and 2023  
(In Thousands)

	<u>2024</u>	<u>2023</u>		<u>2024</u>	<u>2023</u>
<b>Assets</b>			<b>Liabilities and Net Assets</b>		
<b>Current Assets</b>			<b>Current Liabilities</b>		
Cash and cash equivalents	\$ 4,495	\$ 5,180	Accounts payable and accrued expenses	\$ 5,818	\$ 5,326
Resident accounts receivable, net	2,794	3,205	Construction payable	270	1,370
Other receivables, net	5,333	1,616	Deposits	280	631
Prepaid expenses, deposits and other assets	1,572	1,231	Accrued interest	380	390
Intercompany advances due	5,084	4,031	Current portion of long-term debt	3,103	2,998
			Payable to affiliates	4,897	4,814
Total current assets	19,278	15,263	Entrance fee rebates payable	-	1,208
<b>Restricted Cash and Cash Equivalents</b>	5,898	6,131	Total current liabilities	14,748	16,737
<b>Investments</b>	74,901	71,119	<b>Rebatable Entrance Fees Due</b>	94,326	91,749
<b>Statutory Minimum Liquid Reserve</b>	6,959	7,155	<b>Entrance Fees Nonrefundable</b>	32,343	29,022
<b>Restricted Investments</b>	22,613	20,104	<b>Entrance Fees Subject to Refund</b>	20,174	18,872
<b>Other Affiliate Receivables</b>	4,606	1,986	<b>Long-Term Debt</b>	96,324	98,842
<b>Other Noncurrent Assets</b>	2,630	2,922	<b>Notes and Bonds Payable Held by Affiliates</b>	11,037	11,372
<b>Beneficial Interest in Split-Interest Agreements and Perpetual Trusts</b>	4,493	4,286	<b>Retirement Liability</b>	70	653
<b>Land, Buildings and Equipment, Net</b>	175,469	180,405	<b>Workers' Compensation Liability</b>	747	302
			<b>Other Long-Term Liabilities</b>	171	100
			Total liabilities	269,940	267,649
			<b>Net Assets</b>		
			Net assets without donor restrictions	19,025	16,731
			Net assets with donor restrictions	27,882	24,991
			Total net assets	46,907	41,722
Total assets	<u>\$ 316,847</u>	<u>\$ 309,371</u>	Total liabilities and net assets	<u>\$ 316,847</u>	<u>\$ 309,371</u>

See notes to financial statements

**HumanGood Pennsylvania**  
**(a Member of HumanGood East)**

HumanGood Pennsylvania  
Statements of Operations and Changes in Net Assets  
Years Ended December 31, 2024 and 2023  
(In Thousands)

	<u>2024</u>	<u>2023</u>
<b>Changes in Net Assets Without Donor Restrictions</b>		
Operating revenues:		
Residential living	\$ 32,583	\$ 30,265
Personal care	8,634	8,166
Health center	16,669	15,196
Memory support	5,708	5,047
Other service income	4,038	3,126
Amortization of entrance fees	9,349	7,525
COVID relief funding	20	168
Developer fee revenue	2,164	1,907
Other operating revenue	71	70
Affordable housing fees	2,065	2,036
Net assets released from restrictions	839	928
Unrestricted contributions	2,332	2,295
	<u>84,472</u>	<u>76,729</u>
Total operating revenues		
Operating expenses:		
Salaries and wages	37,955	35,708
Employee benefits	8,207	6,971
Supplies	5,219	5,103
Ancillary services	2,291	2,656
Repairs and maintenance	886	952
Marketing and advertising	1,530	1,470
Purchased services	7,223	5,799
Utilities	2,915	2,591
Travel and related	571	422
Leases and rents	294	232
Insurance	1,405	1,371
Other operating expense	3,696	3,320
	<u>72,192</u>	<u>66,595</u>
Total operating expenses		
Income before other operating income (expense)	12,280	10,134
Other operating income (expense):		
Realized gains on investments, net	7,120	4,296
Change in unrealized gains on investments, net	1,292	5,755
Investment income, net	1,755	2,166
Depreciation and amortization expenses	(15,707)	(14,894)
Interest expense	(5,108)	(5,214)
Other income/expense, net	75	2
Gain on disposal of fixed assets	-	183
	<u>1,707</u>	<u>2,428</u>
Income from operations		
<b>Net Assets Released From Restrictions Used for Property and Equipment</b>	225	38
<b>Equity Transfers</b>	362	149
Change in net assets without donor restrictions	<u>2,294</u>	<u>2,615</u>
<b>Changes in Net Assets With Donor Restrictions</b>		
Dividend and interest income	505	504
Unrealized gains on investments with donor restrictions, net	1,073	1,549
Valuation gains, beneficial interest in perpetual trusts	206	263
Realized gains on investments, net	1,172	988
Contributions	999	1,278
Net assets released from restrictions	(1,064)	(966)
Change in net assets with donor restrictions	<u>2,891</u>	<u>3,616</u>
Change in net assets	5,185	6,231
<b>Net Assets, Beginning</b>	<u>41,722</u>	<u>35,491</u>
<b>Net Assets, Ending</b>	<u>\$ 46,907</u>	<u>\$ 41,722</u>

See notes to financial statements

**HumanGood Pennsylvania**  
**(a Member of HumanGood East)**

HumanGood Pennsylvania  
Statements of Cash Flows  
Years Ended December 31, 2024 and 2023  
(In Thousands)

	<u>2024</u>	<u>2023</u>
<b>Cash Flows From Operating Activities</b>		
Cash received for resident services	\$ 65,922	\$ 59,955
Cash received from nonrebatable entrance fees from reoccupancy	7,701	10,971
Cash received from COVID relief funding	20	168
Cash received from other operating activities	5,139	6,127
Cash received from bequests and trust maturities	904	1,171
Cash earnings realized from investments	1,755	2,166
Cash paid for employee salaries	(35,155)	(29,008)
Cash paid for employee benefits	(8,342)	(7,186)
Cash paid for temporary labor	(2,714)	(6,890)
Cash paid to vendors	(26,306)	(20,976)
Cash paid for interest, net	(5,222)	(5,256)
	<u>3,702</u>	<u>11,242</u>
<b>Cash Flows From Investing Activities</b>		
Acquisition of land, buildings and equipment	(11,773)	(16,206)
Net sales of unrestricted investments	5,299	10,722
Net purchases of restricted investments	(1,006)	(219)
	<u>(7,480)</u>	<u>(5,703)</u>
<b>Cash Flows From Financing Activities</b>		
Cash received from initial entrance fees and deposits	4,221	-
Proceeds from rebatable entrance fees	9,324	2,848
Refunds of deposits and refundable entrance fees	(9,054)	(8,453)
Repayments of long-term debt	(2,323)	(2,306)
Net repayment of notes payables, affiliates	(310)	(593)
Cash (used in) received from intercompany and affiliate transactions	(970)	3,680
Other affiliate distributions	362	187
Cash received (paid) from other trust activity, net	611	(461)
Cash received from restricted contributions	999	1,278
	<u>2,860</u>	<u>(3,820)</u>
Net cash provided by (used in) financing activities	<u>2,860</u>	<u>(3,820)</u>
(Decrease) increase in cash, cash equivalents and restricted cash	(918)	1,719
<b>Cash, Cash Equivalents and Restricted Cash, Beginning</b>	<u>11,311</u>	<u>9,592</u>
<b>Cash, Cash Equivalents and Restricted Cash, Ending</b>	<u>\$ 10,393</u>	<u>\$ 11,311</u>
<b>Noncash Disclosures</b>		
Obligations incurred for the acquisition of land, buildings and equipment	<u>\$ 270</u>	<u>\$ 1,370</u>
<b>Reconciliation of Cash, Cash Equivalents and Restricted Cash to Balance Sheet</b>		
Cash and cash equivalents	\$ 4,495	\$ 5,180
Restricted cash and cash equivalents	<u>5,898</u>	<u>6,131</u>
Total cash, cash equivalents and restricted cash	<u>\$ 10,393</u>	<u>\$ 11,311</u>

# HumanGood Pennsylvania (a Member of HumanGood East)

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Notes to Financial Statements  
December 31, 2024 and 2023  
(In Thousands)

## 1. Business and Organization

HumanGood Pennsylvania (the Corporation), includes The Mansion at Rosemont (Rosemont), Rydal Park, and Spring Mill Pointe (Spring Mill), and is a member of HumanGood East (HGE). HGE is a member of HumanGood Cornerstone. HGE is a not-for-profit corporation engaged in establishing, maintaining, supporting and operating communities for the care of seniors and is the parent of the following entities:

- The Corporation
- The Presbyterian Home at 58th Street (58th Street)
- Bala Presbyterian Home Foundation (Bala)
- Makemie at Whiteland (Makemie)
- Philadelphia Presbytery Homes WC Trust, Inc. (PPH)
- 19 Affordable Housing Communities

### Parent Organization

HumanGood Cornerstone (a Member of HumanGood), is a California nonprofit public benefit tax-exempt corporation and, as the sole member, exercises its direction and control through the appointment of the Board of Directors of HGE, HumanGood Arizona, Inc. (dba Terraces of Phoenix), HumanGood Washington (dba Judson Park), HumanGood Idaho (dba Terraces of Boise), HumanGood Affordable Housing and West Valley Nursing Homes, Inc., (dba Terraces at Summitview) including, effective May 1, 2023, its subsidiary, HG Hillside LLC (dba Hillside). Effective February 1, 2024, HumanGood Cornerstone affiliated with Pleasant Spring Communities, the parent entity of Springhouse, Inc. and Mount Pleasant Home, both located in Boston, Massachusetts. During 2024, HumanGood Cornerstone, through its subsidiary entity, HG Perennial LLC, acquired a minority ownership interest in Perennial Advantage, a network of Medicare Advantage plans.

HumanGood is a California nonprofit public benefit tax-exempt corporation providing housing, health care and supportive services for seniors through its LPCs and affordable housing communities. HumanGood is the sole member of HumanGood Cornerstone, HumanGood Fresno (dba Terraces at San Joaquin Gardens), HumanGood SoCal (SoCal) and HumanGood NorCal (NorCal). NorCal is the sole member of HumanGood Foundation West and SoCal is the sole member of HumanGood Foundation South. HumanGood Fresno, HumanGood SoCal and HumanGood NorCal together constitute an obligated group (HumanGood California Obligated Group or COG).

HumanGood and HumanGood Cornerstone's Boards are composed of the same seven directors.

## 2. Summary of Significant Accounting Policies

### Basis of Accounting

The financial statements of the Corporation were prepared in accordance with accounting principles generally accepted in the United States of America (GAAP) on the accrual basis of accounting.

# HumanGood Pennsylvania (a Member of HumanGood East)

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Notes to Financial Statements  
December 31, 2024 and 2023  
(In Thousands)

## Use of Estimates

The preparation of the financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported periods. Significant items subject to such estimates and assumptions include the fair values allowances for credit losses; fair values of notes receivable; fair values of investments; future service benefit obligations; rebatable entrance fees due; entrance fees subject to refund; entrance fees nonrefundable; liabilities for self-insured workers' compensation; self-insured health insurance; liabilities for retirement plans; and valuation of split-interest agreements. Actual results could differ from those estimates.

## Cash and Cash Equivalents

Cash and cash equivalents are defined as cash on hand, demand deposits with financial institutions and overnight investments considered to be cash equivalents. For the purposes of the statements of cash flows, cash, cash equivalents and restricted cash include investments purchased with an initial maturity of three months or less.

## Restricted Cash and Cash Equivalents

Restricted cash and cash equivalents include cash and cash equivalents held under bond indenture agreements, and first-generation entrance fees.

## Resident Accounts Receivable and Other Receivables

Accounts receivable are reported net of an allowance for credit losses, which represents the Corporation's estimate of expected losses at the balance sheet date. Accounts are written off when they are determined to be uncollectible. The adequacy of the Corporation's allowance for credit losses is reviewed on an ongoing basis, using historical payment trends, write-off experience, analyses of receivable portfolios by payor source and aging of receivables, a review of specific accounts, and expected future economic conditions and market trends. Adjustments are made to the allowance, as necessary.

Entrance fee receivables, included in other receivables, net, are evaluated for collectability prior to residents being admitted to the community based on the resident's credit worthiness. The terms and conditions of each entrance fee receivable are determined when a resident agreement is executed. All amounts are contractually due within 90 days.

Other items in other receivables includes management and bookkeeping fees owed by managed (unowned) HumanGood Affordable Housing communities in HGE and miscellaneous insurance claim receivables.

## Investments

Investments include certain cash equivalents held by investment managers, mutual funds, and alternative investments. Investments are measured at fair value in the accompanying balance sheets (Note 4).

Investment income or loss (including interest, dividends and fees), realized gains and losses and unrealized gains and losses on investments are included in income from operations. Interest income is measured as earned on the accrual basis. Dividends are measured based on the ex-dividend date. Purchases and sales of securities and realized gains and losses are recorded on a trade-date basis.

## **HumanGood Pennsylvania (a Member of HumanGood East)**

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Notes to Financial Statements  
December 31, 2024 and 2023  
(In Thousands)

The Corporation's investments are comprised of a variety of financial instruments and are managed by investment advisors. The fair value reported is subject to various risks, including changes in the equity markets, the interest rate environment and general economic conditions. Due to the level of risk associated with certain investment securities and the level of uncertainty related to changes in the fair value of investment securities, it is reasonably possible that the amounts reported could change materially in the near term.

### **Restricted Investments**

Certain investments are classified as restricted investments in the accompanying balance sheets (Note 4). These include assets set aside in accordance with donor restrictions.

### **Land, Buildings and Equipment, Net**

Land, buildings and equipment, net are recorded at cost or fair value when received, if donated. The cost basis includes any interest, finance charges and other related costs capitalized during construction. Maintenance and repair costs are charged to operations when incurred.

Depreciation of buildings and equipment is computed on the straight-line method using estimated useful lives of 3 to 40 years. When assets are retired or otherwise disposed of, the cost of the asset and its related accumulated depreciation are removed from the accounts, and any resulting gain or loss is recognized for the period.

### **Asset Impairment**

The Corporation periodically evaluates the carrying value of their long-lived assets for impairment. The evaluation addresses the estimated recoverability of the assets' carrying value, which is principally determined based on projected undiscounted cash flows generated by the underlying tangible assets. When the carrying value of an asset exceeds estimated recoverability, an asset impairment is recognized. No asset impairment was recognized at December 31, 2024 and 2023.

### **Other Noncurrent Assets**

Other assets are primarily comprised of contract acquisition costs, contributions for membership in Caring Communities, a Reciprocal Risk Retention Group (CCrRRG), Ziegler Link-Age capital contribution, net, tax credit compliance fees, health insurance program capital contribution, noncurrent portion of pledges receivable and capitalized contract acquisition costs.

### **Beneficial Interest in Split-Interest Agreements and Perpetual Trusts**

The Corporation has been designated the beneficiary under several split-interest agreements and perpetual trusts.

Under the split-interest agreements, the Corporation primarily recorded the assets and recognized restricted contributions at the fair value of the estimated present value of the remainder interest in the split-interest agreements. The Corporation revalues its interest in the split-interest agreements annually and reports gains or losses in the net assets with donor restrictions class.

A perpetual trust is held by a third-party and is an arrangement in which the donor establishes and funds a trust to exist in perpetuity that is administered by an individual or organization other than the beneficiary. The Corporation has the irrevocable right to receive the income earned on the trust's assets but will never receive the assets themselves. The Corporation recognizes contribution revenue at the time an irrevocable trust is created, at the fair value of the trust's assets (a proxy for present value of discounted cash flows). The contribution revenue is classified with donor restrictions.

The Corporation revalues its interest in the perpetual trusts annually and reports gains or losses in net assets with donor restrictions class.

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## Deferred Debt Issuance Costs

Expenses incurred in connection with the issuance of debt are deferred and are amortized over the term of the related financing agreements using the interest method. These unamortized amounts are presented in the balance sheets as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. Amortization expense, which is included as a component of interest expense, was \$72,000 in 2024 and 2023.

## Resident Deposits

Resident deposits included in prepaid expenses, deposits and other assets on the accompanying financial statements, represent entrance fees deposits paid to reserve a residence at Rydal Park and Rosemont. These deposits become part of the entrance fees when the resident moves in, or are fully refundable at the residents' discretion. Resident deposits also represent security deposits paid in advance to cover possible costs when residents vacate their apartments. These deposits are taken into income only if earned upon the termination of a rental agreement.

## Entrance Fees

Rydal Park and Rosemont communities charge entrance fees to residents to obtain a nontransferable right to lifetime occupancy at one of the retirement communities. Residents enter into different types of continuing care contracts depending on their move-in date and the community they reside in. Under the terms of the various contracts, entrance fees are recorded as either rebatable entrance fees due, entrance fees subject to refund or entrance fees nonrefundable. Entrance fees may be nonrebatable or, for certain Rydal Park residents, entrance fees may be subject to refund. Under the nonrebatable contracts, entrance fees are generally subject to refund on a decreasing basis for 32 to 50 months, depending on the contract selected, after which no refund is due or payable.

The refundable contracts have a guaranteed rebate component, which is 50% or 90% of the entrance fees paid; the balance of the entrance fees paid under the 90% refundable contracts is generally nonrefundable while the balance of the entrance fees paid under the 50% contract is generally refundable on a decreasing basis for 25 months.

Nonrefundable entrance fees are recorded as entrance fees nonrefundable upon receipt and amortized to income using the straight-line method over the annually adjusted estimated remaining life expectancy of the resident. Entrance fees subject to refund will be amortized to income in future years unless refunded. The refundable amounts for Rydal Park residents are reported as rebatable entrance fees due and are not amortized to income.

Refunds to residents are generally paid when the residential living unit vacated has been reoccupied by a new resident and the entrance fees have been paid in full by the new resident.

## Obligation to Provide Future Services

If the present value of future outflows to provide future health care services to current contracted residents, adjusted for certain noncash items, exceeds the present value of future cash in-flows, a liability is recognized. Management engages an actuary to periodically calculate the obligation to provide future health care services to current contracted residents. Based upon the last calculations performed using a discount rate of 5%, the present value of future outflows to provide future services, adjusted for certain noncash items, did not exceed the present value of future cash in-flows. Based upon these calculations, and analysis of management, no liability for the obligation to provide future services has been recorded at December 31, 2024 and 2023.

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## Net Assets

Net assets, revenues, gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

**Net Assets Without Donor Restrictions** - Net assets available for use in general operations and not subject to donor restrictions. All revenues not restricted by donors and donor-restricted contributions whose restrictions are met in the same period in which they are received are accounted for in net assets without donor restrictions.

**Net Assets With Donor Restrictions** - Net assets subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. All revenues restricted by donors as to either timing or purpose of the related expenditures or required to be maintained in perpetuity as a source of investment income are accounted for in net assets with donor restrictions. When a donor restriction expires, that is when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and are included in net assets released from restrictions in the accompanying statements of operations and changes in net assets.

## Net Resident Service Revenues

Net resident service revenues are reported at the amount that reflects the consideration the Corporation expects to receive in exchange for the services provided. These amounts are due from residents or third-party payors and include variable consideration for retroactive adjustments, if any, under reimbursement programs. Performance obligations are determined based on the nature of the services provided. Net resident service revenues are recognized as performance obligations are satisfied.

Payment terms and conditions for the Corporation's resident contracts vary by contract type and payor source. Net resident service revenues for recurring and routine monthly services are generally billed monthly in advance. Net resident service revenues for ancillary services are generally billed monthly in arrears. Additionally, entrance fees are generally billed and collected in advance of move-in.

Net resident service revenues are primarily comprised of the following revenues streams:

### Health Center

Health center revenues are primarily derived from providing nursing services to residents at a stated daily fee, net of any explicit and implicit price concessions. The Corporation has determined that health center services are considered one performance obligation, which is satisfied over time as services are provided. Therefore, health center revenues are recognized on a daily basis as services are rendered.

Health center revenues, including monthly service fees, ancillary and other services fees are reported at the estimated net realizable amounts from residents, third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors.

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Rydal Park receives revenues for services under third-party payor programs, including Medicare, Medicaid and other third-party payors. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action, including fines, penalties and exclusion from the Medicare and Medicaid programs. A summary of the principal payment arrangements with major third-party payors follows:

**Medical Assistance** - Nursing services provided to Medical Assistance program beneficiaries are paid at prospectively determined rates per day. These rates vary according to a resident classification system that is based on clinical, diagnostic and other factors and the reimbursement methodology is subject to various limitations and adjustments.

The Department of Human Services in the Commonwealth of Pennsylvania has a mandatory Medical Assistance managed care program, Community HealthChoices (CHC), for skilled nursing (SN) facilities across the Commonwealth of Pennsylvania. The primary goals of CHC are to better coordinate health care coverage and improve access to medical care. The services for which Medical Assistance program beneficiaries are eligible have not changed under CHC.

Under CHC, each Medical Assistance program beneficiary is able to choose a managed care organization (MCO). Effective January 1, 2023, nursing services provided to Medical Assistance program beneficiaries were paid by the MCOs at prospectively determined rates per day. These rates are evaluated and adjusted, as necessary, quarterly based on a resident classification system that is based on clinical, diagnostic and other factors.

**Medicare** - Nursing and ancillary services provided to Medicare Part A beneficiaries are paid at prospectively determined rates per day. These rates vary according to a resident-specific classification system that is based on clinical, diagnostic and other factors and the reimbursement methodology is subject to various limitations and adjustments.

Medicare Part A and Medical Assistance rates are based on clinical, diagnostic and other factors. The determination of these rates is partially based on Rydal Park's clinical assessment of their residents. Rydal Park is required to clinically assess its residents at predetermined time periods throughout the year. The documented assessments are subject to review and adjustment by the Medicare and Medical Assistance programs.

**Other** - Rydal Park also entered into payment agreements with certain commercial insurance carriers and others. The basis for payment to Rydal Park under these agreements includes prospectively determined rates per day or discounts from established charges.

Settlements with third-party payors for retroactive adjustments due to audits, reviews or investigations are considered variable consideration and are included in the determination of the estimated transaction price for providing resident care. These settlements are estimated based on the terms of the payment agreement with the payor, correspondence with the payor and Rydal Park's historical settlement activity, including an assessment to ensure that it is probable that a significant reversal in the amount of cumulative revenues recognized will not occur when the uncertainty associated with the retroactive adjustment is subsequently resolved. Estimated settlements are adjusted in future periods as adjustments become known (that is, new information becomes available), or as years are settled or no longer subject to such audits, reviews and investigations. Adjustments arising from a change in the transaction price were not significant in 2024 or 2023.

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## Personal Care and Memory Support

Personal care and memory support revenues are primarily derived from providing housing and personal care services to residents at a stated daily fee. The Corporation has determined that the services included in the daily fee have the same timing and pattern of transfer and are a series of distinct services that are considered one performance obligation, which is satisfied over time as services are provided. Therefore, personal care and memory support revenues are recognized on a daily basis as services are rendered.

## Residential Living

Residential living revenues are primarily derived from providing housing and services to residents. The Corporation has determined that the services included in the monthly fee have the same timing and pattern of transfer and are a series of distinct services that are considered one performance obligation, which is satisfied over time as services are provided. Therefore, residential living monthly fees are recognized on a month-to-month basis.

Entrance fees collected from residents in advance are recognized as deferred revenues from entrance fees until performance obligations are satisfied and are included in entrance fees nonrefundable in the accompanying balance sheets. The Corporation recognized amortization income of \$9,349,000 and \$7,525,000 in 2024 and 2023, respectively. The Corporation applies the practical expedient in the Financial Accounting Standards Board's (FASB) Accounting Standards Codification (ASC) 606 *Revenue From Contracts With Customers*, and therefore, do not disclose amounts for remaining performance obligations that have original expected durations of one year or less. The guaranteed refund component of entrance fees is not amortized to income and is classified as refundable entrance fees and deposits in the accompanying balance sheets.

Revenues from nonrefundable entrance fees received are recognized through amortization of entrance fees using the straight-line method over annually adjusted estimated remaining life expectancies of the residents which approximates the period of time the goods and services under the agreements are expected to be transferred to residents. The unamortized portion is classified as entrance fees nonrefundable in the balance sheets.

## Affordable Housing Fees

Affordable housing fees include management fees for management services provided to HGE's affordable housing communities, which are affiliates of the Corporation, and unrelated entities that provide affordable housing for seniors. These fees are recognized as these services are provided.

## Contract Balances

Contract assets represent the Corporation's right to consideration in exchange for goods or services that the Corporation has transferred to a resident when that right is conditioned on something other than the passage of time (for example, the Corporation's future performance). Contract liabilities represent the Corporation's obligation to transfer goods or services to a resident for which the Corporation has received consideration (or the amount is due) from the resident. The Corporation's beginning and ending contract assets and liabilities are separately presented on the balance sheets as of December 31, 2024 and 2023. Contracts assets and liabilities as of December 31, 2022 in thousands are as follows:

Resident accounts receivable, net	\$	3,136
Entrance fees subject to refund		19,199
Entrance fees nonrefundable		26,608

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### **COVID Funding**

COVID relief funding in the accompanying statements of operations and changes in net assets is comprised of amounts received from federal and state funding sources related to the COVID-19 pandemic. The Corporation accounts for this funding in accordance with the FASB ASC Topic 958-605, *Not-for-Profit Entities—Revenue Recognition*, guidance for conditional contributions and, accordingly, revenues are measured and recognized when barriers are substantially met, which occurs when the Corporation complies with the terms and conditions related to the purpose of the grant rather than those that are administrative in nature. Results of any audits or reviews by the SBA would have a material impact on the financial statements.

The Corporation received additional COVID relief funding of \$20,000 and \$168,000 that was recognized and included in COVID relief funding in the accompanying statements of operations and changes in net assets during December 31, 2024 and 2023, respectively.

The majority of the funding received is subject to future reporting and audit requirements. Noncompliance with the terms and conditions of the funding sources could result in repayment of some or all of the support, which can be subject to government review and interpretation. An estimate of the possible effects of these matters cannot be made as of the date these financial statements were available to be issued.

### **Benevolence**

The Corporations provide services to residents who meet certain criteria under their benevolence policy without charge or at amounts less than its established rates. Partial payments to which the Corporations are entitled from public assistance programs on behalf of residents that meet the Corporations' benevolence criteria are reported as revenues. Because the Corporations do not normally pursue collection of amounts determined to qualify as benevolence, they are not reported as revenues. For the years ended December 31, 2024 and 2023, benevolence recorded was \$1,883,000 and \$1,877,000, respectively.

The financial assistance amounts above are not materially different than the difference between the cost of providing services to residents that qualified for financial assistance and the amounts these residents were able to pay for services rendered.

### **Performance Indicator**

The statements of operations and changes in net assets includes the determination of income from operations. Changes in net assets without donor restrictions, which are excluded from income from operations consistent with industry practice, include net assets released from restrictions used for property and equipment and equity transfers.

### **Tax-Exempt Status**

The Corporation is a not-for-profit corporation as described in Section 501(c)(3) of the Internal Revenue Code and is exempt from federal income taxes on their exempt income under Section 501(a) of the Internal Revenue Code and is also exempt from state and local income taxes under similar statutes.

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The Corporation assesses uncertain tax positions in accordance with the provisions of the FASB ASC Topic 740-10, *Income Taxes*. The Corporation recognizes the tax benefit from uncertain tax positions only if it is more likely than not that the tax positions will be sustained on examination by the tax authorities, based on the technical merits of the position. The tax benefit is measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement. The Corporation recognizes interest and penalties related to income tax matters in operating expenses. At December 31, 2024 and 2023 there were no such uncertain tax positions.

### Reclassifications

Certain prior year amounts have been reclassified to conform to the current year presentation.

### 3. Liquidity and Availability of Resources

As of December 31, the Corporation has financial assets available for general expenditure within one year of the balance sheets date, consist of the following (in thousands):

	<u>2024</u>	<u>2023</u>
Cash and cash equivalents	\$ 4,495	\$ 5,180
Resident accounts receivable, net	2,794	3,205
Other receivables, net	5,333	1,616
Investments	<u>74,901</u>	<u>71,119</u>
Total	<u>\$ 87,523</u>	<u>\$ 81,120</u>

The Corporation has investments which are available for general expenditure within one year in the normal course of operations. Accordingly, these assets have been included in the qualitative information above. The Corporation has other restricted cash and cash equivalents and investments, held for deposits from initial sales contracts, assets held by trustees under trust indentures, and assets reserved for donor-restricted purposes. These restricted cash and cash equivalents and investments, which are more fully described in Note 4, are not available for general expenditure within the next year and are not reflected in the amounts above.

As stated in Note 4, the Corporation designated a portion of its investments "reserved" to comply with the requirements of Pennsylvania Act 82, which are excluded from the total financial assets available for general expenditure within one year of the balance sheets date. Although the Corporation does not intend to utilize the Act 82 Reserves for general expenditures as part of its annual budget and approval process, amounts designated as Act 82 reserves could be made available as necessary. The Act 82 reserves are included with the restricted investments in Note 4, and do not have third-party restrictions or limitations on the withdrawal and subsequent liquidation of such funds.

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**4. Investments and Restricted Investments**

The composition of investments and restricted investments is set forth in the following table:

	<u>2024</u>	<u>2023</u>
Investments:		
Cash and cash equivalents	\$ 3,227	\$ 2,971
Mutual funds	63,316	62,321
Alternative investments	15,317	12,982
Total	81,860	78,274
Less amounts available to meet statutory minimum liquid reserve requirement	6,959	7,155
Total investments	<u>\$ 74,901</u>	<u>\$ 71,119</u>
Restricted investments:		
Cash and cash equivalents	\$ 539	\$ 462
Mutual funds	18,619	16,710
Alternative investments	3,455	2,932
Total	<u>\$ 22,613</u>	<u>\$ 20,104</u>

Restricted investments are comprised of investments restricted by donors.

Investments and statutory minimum liquid reserve were comprised of the following:

	<u>2024</u>	<u>2023</u>
Without donor restriction	\$ 3,171	\$ 7,870
Community restricted, board-designated	35,851	31,255
Reserve for replacement, board-designated	35,879	31,994
Statutory minimum liquid reserve	6,959	7,155
Total investments	<u>\$ 81,860</u>	<u>\$ 78,274</u>

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Investment return is comprised of the following:

	<u>2024</u>	<u>2023</u>
Without donor restrictions:		
Investment income	\$ 2,045	\$ 2,414
Investment expenses	<u>290</u>	<u>248</u>
Total investment income, net	1,755	2,166
Net realized gains on investments	7,120	4,296
Net change in unrealized gains on investments	<u>1,292</u>	<u>5,755</u>
Total investment return without donor restrictions	<u>10,167</u>	<u>12,217</u>
With donor restrictions:		
Dividend and interest income	505	504
Net realized gains on investments with donor restrictions	1,172	988
Net unrealized gains on investments with donor restrictions	<u>1,073</u>	<u>1,549</u>
Total investment return with donor restrictions	<u>2,750</u>	<u>3,041</u>
Total investment return	<u>\$ 12,917</u>	<u>\$ 15,258</u>

In compliance with Section 9 of the Commonwealth of Pennsylvania's Continuing Care Provider Registration and Disclosure Act (Act 82), the Board of Directors designated a portion of the Corporation's investments "reserved" to meet the requirements of Act 82.

These designated funds amounted to approximately \$6,959,000 and \$7,155,000 at December 31, 2024 and 2023, respectively. The amounts are based on the allowable calculation methodology. The December 31, 2024 amount was calculated as follows:

Budgeted operating expenses for the year ending December 31, 2025	\$ 93,319
Less budgeted depreciation and amortization expense	<u>(15,837)</u>
Expenses subject to minimum liquid reserve requirement	77,482
Percentage of residents subject to entrance fee agreements at December 31, 2024	<u>85%</u>
Subtotal	65,860
Statutory requirement	<u>10%</u>
Statutory minimum liquid reserve requirement	<u>\$ 6,586 (a)</u>
Debt service requirements for the year ending December 31, 2025 on long-term debt:	
Principal payments	\$ 3,103
Interest payments	<u>5,084</u>
Total debt service	8,187
Percentage of residents subject to entrance fee agreements at December 31, 2024	<u>85%</u>
Statutory minimum liquid reserve requirement	<u>\$ 6,959 (b)</u>
Greater of (a) or (b) above (rounded)	<u>\$ 6,959</u>

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### 5. Fair Value Measurements

FASB ASC Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. FASB ASC Topic 820 also establishes a fair value hierarchy, which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

Level 1 - Quoted prices in active markets for identical assets or liabilities.

Level 2 - Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities; or net asset value (NAV) per share (or its equivalent) with the ability to redeem the investments in the near term.

Level 3 - Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

Following is a description of the valuation methodologies used for instruments measured at fair value on a recurring basis and recognized in the accompanying financial statements, as well as the general classification of such instruments pursuant to the valuation hierarchy:

Mutual funds - Mutual funds registered with the U.S. Securities and Exchange Commission as mutual funds under the Investment Company Act of 1940 are valued based on quoted market prices and are categorized as Level 1.

Investments and restricted investments in the accompanying balance sheets includes \$18,772,000 and \$15,914,000 of an alternative investment fund (the Fund) at December 31, 2024 and 2023, respectively. The Fund is measured using the NAV per share as a practical expedient. The following represents the objectives and redemption restrictions for the Fund:

Hirtle Callaghan Select Equity Fund, LP - The investment objective of the fund is to generate long-term growth in assets by investing primarily in equity and equity-related securities. To realize the objective, the fund may allocate capital to be managed by third-party investment managers, as well as make directly investments. The fund allocates capital to managers through separate accounts and by subscribing to open and/or closed-end funds sponsored by such managers. While the fund intends that its investments will have a predominately long-bias, the fund will not be limited with respect to the types of investment strategies or structures it may employ or the markets or securities in which it may invest, except as it relates to the use of leverage. A limited partner may withdrawal all or a portion of its capital account as of the last day of each calendar quarter, or at such other times as the General Partner may determine in its sole discretion, provided that the capital account has been in existence for at least 12 months as of the relevant withdrawal date. Withdrawals shall require no less than 90 days' prior written notice to the General Partner. The General Partner, in its sole discretion, may waive the notice requirement for any withdrawal. Withdrawals by investors with more than one capital account will be on a first-in-first out basis. There were no unfunded commitments related to this fund at December 31, 2024.

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The following table presents the fair value measurements of financial instruments recognized in the accompanying balance sheets measured at fair value on a recurring basis and the level within the FASB ASC Topic 820 fair value hierarchy in which the fair value measurements fall as of December 31, 2024 and 2023:

	<b>2024</b>			<b>Total</b>
	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	
Investments, statutory minimum liquid reserve and restricted investments:				
Mutual funds:				
Equity	\$ 57,580	\$ -	\$ -	\$ 57,580
Fixed income	24,355	-	-	24,355
Total	<u>\$ 81,935</u>	<u>\$ -</u>	<u>\$ -</u>	81,935
Alternative investments valued at NAV (a)				18,772
Cash and cash equivalents				<u>3,766</u>
Total investments, statutory minimum liquid reserve and restricted investments				<u>\$ 104,473</u>
Beneficial interest in split-interest agreements and perpetual trusts	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,493</u>	<u>\$ 4,493</u>
	<b>2023</b>			<b>Total</b>
	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	
Investments, statutory minimum liquid reserve and restricted investments:				
Mutual funds:				
Equity	\$ 56,435	\$ -	\$ -	\$ 56,435
Fixed income	22,596	-	-	22,596
Total	<u>\$ 79,031</u>	<u>\$ -</u>	<u>\$ -</u>	79,031
Alternative investments valued at NAV (a)				15,914
Cash and cash equivalents				<u>3,433</u>
Total investments, statutory minimum liquid reserve and restricted investments				<u>\$ 98,378</u>
Beneficial interest in split-interest agreements and perpetual trusts	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,286</u>	<u>\$ 4,286</u>

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- (a) In accordance with accounting principles generally accepted in the United States of America, certain investments that were measured at NAV per share have not been classified in the fair value hierarchy. The fair value is presented to reconcile to total investments, statutory minimum liquid reserve and restricted investments in the balance sheets.

The Corporation measures its beneficial interest in split-interest agreements and perpetual trusts at fair value based on the fund's underlying investments using unobservable inputs (Level 3) in accordance with accounting principles generally accepted in the United States of America. Changes in the beneficial interest in split-interest agreements and perpetual trusts in 2024 and 2023 were as follows:

	<u>2024</u>	<u>2023</u>
Beginning balance	\$ 4,286	\$ 3,997
Investment income	117	143
Distributions	(116)	(117)
Valuation gain	<u>206</u>	<u>263</u>
Ending balance	<u>\$ 4,493</u>	<u>\$ 4,286</u>

### 6. Land, Buildings and Equipment, Net

Land, buildings and equipment, net at cost consist of the following at December 31, 2024 and 2023:

	<u>2024</u>	<u>2023</u>
Land and land improvements	\$ 16,135	\$ 15,742
Buildings and improvements	269,446	262,528
Furnishings, equipment and automotive	<u>51,494</u>	<u>43,290</u>
Total	337,075	321,560
Less accumulated depreciation	<u>(164,429)</u>	<u>(149,389)</u>
Subtotal	172,646	172,171
Construction in process	<u>2,823</u>	<u>8,234</u>
Land, buildings and equipment, net	<u>\$ 175,469</u>	<u>\$ 180,405</u>

Depreciation expense was \$15,607,000 in 2024 and \$14,809,000 in 2023.

Fully depreciated assets of \$567 and \$33 were disposed of during the years ended 2024 and 2023, respectively.

Construction in process as of December 31, 2024 consists primarily of the construction of a new parking structure at Rydal Park in addition to five new Residential Living apartments and a Memory Support unit refresh at Spring Mill Pointe. The Corporation has entered into construction contracts totaling approximately \$2,744,000 related to the projects. Costs incurred to date through December 31, 2024 on the contracts were approximately \$311,000.

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**7. Construction Loans and Letter of Credit**

The Corporation had previously entered into an irrevocable standby letter of credit with Citizens Bank in the amount of \$1,716,000 for the benefit of the Township of Abington related to the completion of the Rydal Waters expansion at Rydal Park. There were no amounts drawn as of December 31, 2023. The letter of credit was not renewed in 2024.

**8. External Long-Term Debt and Notes Payable to Affiliates**

Long-term debt consists of the following at December 31, 2024 and 2023:

	<u>2024</u>	<u>2023</u>
<b>External Long-Term Debt</b>		
Montgomery County Industrial Development Authority Revenue Bonds, Philadelphia Presbytery Homes, Inc. Project, Series 2017 Bonds. (a)	\$ 77,317	\$ 79,012
Loan payable to Citizens Bank for the Rydal Waters expansion at Rydal Park. The initial loan amount was \$20,567,000 and is payable over 30 years beginning May 2022. The loan bears interest equal to 79% of the Daily Simple SOFR rate plus 1.3% (4.74% as of December 31, 2024).	18,796	19,424
<b>Notes Payable to Affiliates</b>		
Note payable to Bala Presbyterian Home Foundation in semi-annual installments of \$311, including interest at 4%, with final payment due in 2030. Proceeds were used to finance Makemie development costs.	3,286	3,762
Note payable to Bala Presbyterian Home Foundation in semi-annual installments of \$235, including interest at 4%, with final payment due in 2054. Proceeds were used to acquire land for the Rydal Waters Project.	8,086	8,227
Note payable to Bala Presbyterian Home Foundation, over a 10-year term at 2% annual interest rate. Proceeds are drawn to reimburse construction expenditures related to a Residential Living expansion and a Memory Support refresh at Spring Mill up to a \$3,000,000 maximum. Repayments and amortization will begin after projects are fully constructed.	307	-
Total	107,792	110,425
Unamortized premium	4,421	4,608
Less current portion	(3,103)	(2,998)
Less unamortized debt issuance costs	(1,749)	(1,821)
Long-term debt and notes payable to affiliates	<u>\$ 107,361</u>	<u>\$ 110,214</u>

## HumanGood Pennsylvania (a Member of HumanGood East)

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Notes to Financial Statements  
December 31, 2024 and 2023  
(In Thousands)

- (a) In October 2017, the Montgomery County Higher Education and Health Authority issued \$88,145,000 of Series 2017 Revenue Bonds (the 2017 Bonds) on behalf of the Corporation. Proceeds from the 2017 Bonds were primarily used to refund the 2010 Bonds, the 2013 Bonds, finance various capital projects and fund a debt service reserve fund for the 2017 Bonds.

The 2017 Bonds bear interest payable semi-annually at rates ranging from 2% to 5%. Principal payments on the 2017 Bonds are due in varying annual installments through 2048.

The 2017 Bonds have been issued under a Master Trust Indenture dated October 1, 2017, as supplemented, which secures the obligations of the Corporation and includes a security interest on substantially all of the Borrower's property and equipment. The Corporation is subject to financial covenants under the terms of the Master Trust Indenture which includes debt service coverage ratio and minimum days cash-on-hand requirements.

Scheduled principal repayments required on long-term debt and notes payable to affiliates are as follows:

Years ending December 31:	
2025	\$ 3,103
2026	3,522
2027	3,326
2028	3,444
2029	3,573
Thereafter	<u>90,824</u>
Total	<u>\$ 107,792</u>

### 9. Retirement Plan

The Corporation also participates in a defined contribution retirement plan covering all eligible employees. The Corporation's contribution is a match of employee contributions up to 4% of eligible earnings in a calendar year. Expenses, net of forfeitures and adjustments, related to the plan were approximately \$611,000 in 2024 and \$603,000 in 2023.

### 10. Self-Insured Programs

#### Workers' Compensation Plan

The Corporation maintains a plan of self-insurance for workers' compensation claims in accordance with Pennsylvania Department of Labor and Industry regulations. The estimated liabilities were arrived at using information provided by an outside actuary and include a provision for incurred but not reported claims.

#### Unemployment Compensation Plan

The Corporation is self-insured for unemployment compensation benefits in accordance with Commonwealth of Pennsylvania regulations. The Corporation has elected to pay actual claims incurred in lieu of the Commonwealth's premium as permitted for nonprofit organizations. The Corporation believes all costs related to this self-insurance program have been properly accounted for and accrued at December 31, 2024 and 2023.

# HumanGood Pennsylvania (a Member of HumanGood East)

Notes to Financial Statements  
December 31, 2024 and 2023  
(In Thousands)

## Health Insurance

The Corporation is self-insured for health insurance claims for eligible active employees with certain self-insured retention limits. The program is managed by COG and estimates of the liability for claims incurred but not reported are included in the combined balance sheets of COG and costs related thereto are allocated to the Corporation through intercompany transactions based on a percentage of payroll.

## 11. Professional Liability Insurance

The Corporation maintains professional liability coverage on a claims-made basis as a member of CCRRG. In addition to premiums paid under this policy, a legal reserve of \$1,975,000 and \$909,000 is included in accounts payable and accrued expenses in the accompanying balance sheets as of December 31, 2024 and 2023, respectively, to cover estimated self-insurance retentions. Management believes no incidents occurred or will be asserted that will exceed the Corporation's insurance coverages or will have a material adverse effect on the financial statements.

## 12. Net Assets With Donor Restrictions

The purpose restricted assets are those whose use by the Corporation has been limited by donors to a specific purpose and are primarily available for resident support. Funds held by trustee are funds held by a bank in which Corporation has a proportion of the fair market value and from which dividends and interest are paid. Funds restricted in perpetuity have been restricted by donors to be maintained by the Corporation in perpetuity, the investment income from these funds is expendable to support the Corporation.

	<u>2024</u>	<u>2023</u>
With donor restrictions:		
Purpose restricted	\$ 22,332	\$ 19,648
Funds held by trustee	4,493	4,286
Restricted in perpetuity	1,057	1,057
	<u>\$ 27,882</u>	<u>\$ 24,991</u>
Total net assets with donor restrictions		





## HumanGood Pennsylvania (a Member of HumanGood East)

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Notes to Financial Statements  
December 31, 2024 and 2023  
(In Thousands)

### 15. Transactions With Affiliates

Intercompany advances due of \$5,084,000 and \$4,031,000 at December 31, 2024 and 2023, respectively, represent management fees receivable and other operating advances to the HGE Affordable Housing Communities, for which there are no fixed repayment terms and which are expected to be settled during the normal course of business.

Other affiliate receivables of \$4,606,000 and \$1,986,000 at December 31, 2024 and 2023, respectively, represent net development fees receivable from Cantrell Place, LP, Witherspoon Senior Apartments, LP, Janney Street Apartments, LP, Mary Field Senior Apartments LP, Maple Village Apartments LP (HGE Affordable Housing Communities), and Makemie as well as a subordinated loan between the Corporation and Riverside Senior Apartments, LP (an HGE Affordable Housing Community). The amounts are evidenced by, and are to be paid in accordance with, the terms of their respective developer agreements. Management believes the balances due from communities listed above are fully collectible.

In April 2008, the Philadelphia Authority for Industrial Development issued \$15,000,000 of Series 2008 Bonds on behalf of Riverside Senior Apartments, LP (an HGE Affordable Housing Community) (RSA). Principal payments on the Series 2008A Bonds are due in quarterly installments ranging from \$10,000 to \$970,000 through April 2048 (Note 8). Principal on the Series 2008B Bonds (the 2008B Bonds) are payable from and to the extent of RSA's available surplus cash. The Corporation is a guarantor on the Series 2008 Bonds. In addition to the guaranty agreement, the Bonds are secured by a mortgage agreement on certain property and equipment of RSA. As of December 31, 2024 and 2023, the outstanding principal amount is \$7,650,000 and \$8,025,000, respectively, on the Series 2008A Bonds and \$6,000,000 on the Series 2008B Bonds. The Series 2008B Bonds were executed in conjunction with a ground lease between RSA and Philadelphia Presbytery Apartments, Inc. and there were no proceeds as a result of Series 2008B Bonds, therefore, there is no net liability for the Affordable Housing Communities.

Contributions to the Corporation from affiliates included in unrestricted contributions of \$2,080,000 and \$2,050,000 in 2024 and 2023, respectively, are primarily attributable to amounts received from Bala for resident, chaplain and philanthropy support. Contributions to the Corporation from affiliates for capital expenditures included in equity transfers of \$871,000 and \$1,028,000 in 2024 and 2023, respectively, are attributable to amounts received from Bala for capital expenditures. In addition, the Corporation contributed support to HumanGood Cornerstone in the amount of \$509,000 and 879,000 in 2024 and 2023 respectively, which is also included in equity transfers.

The Corporation provides management services and other support services to HGE's subsidiaries as well as 18 unrelated corporations under management agreements. Management fees paid to the Corporation by related parties were \$1,313,000 in 2024 and \$1,290,000 in 2023, which are recorded in affordable housing fees revenue on the statement of operations and changes in net assets.

The Corporation owed HumanGood NorCal \$4,897,000 and \$4,814,000 as of December 31, 2024 and 2023, respectively, for various costs which are expected to be settled during the normal course of business with no fixed repayment terms.

### 16. Contingencies

#### Legal

The Corporation is party to various claims and legal actions in the normal course of business. In the opinion of management, based upon current facts and circumstances, the resolution of these matters is not expected to have a material adverse effect on the financial position of the Corporation.

## **HumanGood Pennsylvania (a Member of HumanGood East)**

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Notes to Financial Statements  
December 31, 2024 and 2023  
(In Thousands)

### **Senior Living Services Industry**

The senior living services industry is subject to numerous laws, regulations and administrative directives of federal, state and local governments and agencies. Compliance with these laws, regulations and administrative directives is subject to future government review and interpretation, as well as regulatory actions unknown or unasserted at this time. Government activity continues to increase with respect to investigations and allegations concerning possible violations by healthcare providers of fraud and abuse statutes and regulations, which could result in the imposition of significant fines and penalties as well as significant repayments for resident services previously billed. Management is not aware of any material incidents of noncompliance.

### **17. Concentrations**

The Corporation grants credit without collateral to its residents, most of whom are local residents and some of whom are insured under third-party payor agreements, primarily with Medical Assistance, Medicare and various commercial insurance carriers.

The Corporation maintains cash accounts, which, at times, may exceed federally insured limits. The Corporation has not experienced any losses from maintaining cash accounts in excess of federally insured limits. Management believes that it is not subject to any significant credit risk.

### **18. Subsequent Events**

Subsequent events are events or transactions that occur after the balance sheet date but before financial statements are issued. The Corporation recognizes in the financial statements the effects of all subsequent events that provide additional evidence about conditions that existed at the date of the balance sheet, including the estimates inherent in the process of preparing the financial statements. The Corporation's financial statements do not recognize subsequent events that provide evidence about conditions that did not exist at the date of the balance sheet but arose after the balance sheet date and before financial statements are issued.

The Corporation has evaluated subsequent events through April 29, 2025, which is the date the financial statements were issued.

**HumanGood Pennsylvania**  
**(a Member of HumanGood East)**

Combining Divisional Statement of Operations and Changes in Net Assets Schedule  
Year Ended December 31, 2024  
(In Thousands)

	Supplementary Information					HumanGood PA Total
	The Mansion at Rosemont	Spring Mill Pointe	Rydal Park	PA Community Support Center & Philanthropy	Eliminations	
<b>Changes in Net Assets Without Donor Restrictions</b>						
Operating revenues:						
Residential living	\$ 4,841	\$ 2,035	\$ 25,707	\$ -	\$ -	\$ 32,583
Personal care	4,380	1,399	2,855	-	-	8,634
Health center	26	3	16,640	-	-	16,669
Memory support	1,583	2,216	1,909	-	-	5,708
Other service income	236	173	3,629	-	-	4,038
Amortization of entrance fees	2,201	-	7,148	-	-	9,349
Developer fee revenue	-	-	-	2,164	-	2,164
Other operating revenues	-	-	-	71	-	71
Affordable housing fees and rents	-	-	-	2,065	-	2,065
COVID relief funding	-	-	20	-	-	20
Net assets released from restrictions	264	-	246	329	-	839
Unrestricted contributions	431	1,048	178	817	(142)	2,332
Total operating revenues	13,962	6,874	58,332	5,446	(142)	84,472
Operating expenses:						
Salaries and wages	4,901	3,077	21,996	7,981	-	37,955
Employee benefits	1,133	682	4,844	1,548	-	8,207
Supplies	1,243	570	3,351	55	-	5,219
Ancillary services	47	53	2,191	-	-	2,291
Repairs and maintenance	181	64	638	3	-	886
Marketing and advertising	525	183	798	24	-	1,530
Purchased services	935	695	4,504	1,089	-	7,223
Utilities	592	289	1,979	55	-	2,915
Travel and related	29	(3)	119	426	-	571
Leases and rents	72	(264)	186	300	-	294
Insurance	229	121	919	136	-	1,405
Other operating expense	1,324	618	6,744	(4,848)	(142)	3,696
Total operating expenses	11,211	6,085	48,269	6,769	(142)	72,192
Income (loss) before other operating income (expense)	2,751	789	10,063	(1,323)	-	12,280
Other operating income (expense):						
Realized gains on investments, net	2,362	164	3,021	1,573	-	7,120
Change in unrealized gains on investments, net	827	2	941	(478)	-	1,292
Investment income, net	587	28	723	417	-	1,755
Depreciation and amortization expenses	(3,696)	(1,202)	(10,698)	(111)	-	(15,707)
Interest expense	(150)	(278)	(4,411)	(269)	-	(5,108)
Other income/expense, net	-	3	72	-	-	75
Income (loss) from operations	2,681	(494)	(289)	(191)	-	1,707
<b>Net Assets Released From Restrictions Used for Property and Equipment</b>	197	-	28	-	-	225
<b>Equity Transfers</b>	645	226	-	(509)	-	362
Change in net assets without donor restrictions	3,523	(268)	(261)	(700)	-	2,294
<b>Changes in Net Assets With Donor Restrictions</b>						
Dividend and interest income	155	1	100	249	-	505
Unrealized gains on investments with donor restrictions, net	3	-	8	1,062	-	1,073
Valuation gains, beneficial interest in perpetual trusts	97	-	101	8	-	206
Realized gains on investments, net	226	3	585	358	-	1,172
Contributions	257	81	474	187	-	999
Net assets released from restrictions	(264)	-	(246)	(554)	-	(1,064)
Change in net assets with donor restrictions	474	85	1,022	1,310	-	2,891
Change in net assets	3,997	(183)	761	610	-	5,185
<b>Net Assets (Deficit), Beginning</b>	32,339	(3,415)	(25,488)	38,286	-	41,722
<b>Net Assets (Deficit), Ending</b>	\$ 36,336	\$ (3,598)	\$ (24,727)	\$ 38,896	\$ -	\$ 46,907

# Exhibit B

The Mansion  
at Rosemont  
a human good community

**CONTINUING CARE AGREEMENT  
- FEE-FOR-SERVICE**

**FOR**

**HUMANGOOD PENNSYLVANIA**

**D/B/A THE MANSION AT ROSEMONT**

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# CONTINUING CARE AGREEMENT - FEE-FOR-SERVICE

THIS CONTINUING CARE AGREEMENT - FEE-FOR-SERVICE (called "Agreement"), made this \_\_\_ day of \_\_\_xxx 2020\_\_\_, between HumanGood Pennsylvania d/b/a The Mansion at Rosemont, a Pennsylvania non-profit corporation, (called "Community," and referred to by the words "we," "us" and "our"), and \_\_\_xxx\_\_\_ (called "Resident," and referred to by the words "you" and "your" and when two individuals sign this Agreement for Double Occupancy, they are called collectively "Resident," "you" and "your" where the context permits, and individually "Co-Resident") for admission of Resident to the Community for Occupancy of \_\_\_#xxx\_\_\_ (called "Residence").

## RECITALS:

We operate a continuing care retirement community consisting of independent living and licensed personal care Residences;

You have applied for admission to occupy the Residence; and,

We have reviewed and accepted your Application for Residency subject to the execution of this Agreement, and you have designated the above Residence for Occupancy.

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, we and you agree as follows:

## SECTION 1: RESIDENCE AND FACILITIES

**1.1 Living Accommodations and Term.** We shall provide you with the accommodations, common areas and services specified in this Agreement beginning on the Designated Occupancy Date or actual date of Occupancy, whichever is earlier, and continuing until the termination of this Agreement.

**1.2 Furnishings.** We shall provide you with the Residence designated under this Agreement furnished with the items identified in Exhibit "A". You may provide other furnishings, subject to our approval, which shall remain your property.

**1.3 Additional Furnishings or Appliances.** You may request and we may permit, at your additional expense, optional appliances or installed furnishings/fixtures which may require a modification or alteration of the Residence for installation. If the request is made prior to Occupancy, the cost of any additional furnishings/fixtures or appliances shall be paid on or before the Designated Occupancy Date or actual date of Occupancy, whichever is earlier. If the request is made after Occupancy, you shall pay for additional

furnishings/fixtures or appliances prior to installation. Upon installation, all additional furnishings/fixtures and appliances immediately become our property and shall remain in the Residence after the termination of this Agreement unless otherwise agreed in writing by us. An addendum to this Agreement reflecting all additional items and charges shall be signed by you and us.

**1.4 Structural Changes and Redecoration.** Any structural or physical change of any kind or redecoration to the interior or exterior of the Residence, including, but not limited to, wallpaper, painting or floor covering, may be made only after obtaining written approval from us. The cost of any redecoration or structural change requested by you, and restoration to original condition, except that cost due to normal wear and tear, shall be paid by you unless otherwise agreed in writing by us. The selection of a contractor for any structural changes shall be made by us. The charge or value of any physical or structural changes will not be considered in calculating any applicable Entrance Fee refunds and are not considered part of the Entrance Fee. An addendum to this Agreement reflecting all structural changes and their cost shall be signed by you and us.

**1.5 New Construction at the Community.** We, from time to time, may add structures and landscaping which may alter the appearance of the Community or views from existing residences.

**1.6 Common Areas.** We shall provide certain common areas as specified in the Resident Handbook. The common areas are available to you in accordance with our policies and procedures as reflected in the Resident Handbook and any other publications of the Community, which are subject to change from time to time at our discretion.

**1.7 Designated Occupancy Date.** We shall establish a date when you accept Occupancy (the "Designated Occupancy Date"). We anticipate that the Residence will be ready for Occupancy as reflected on Exhibit "B". We reserve the right to extend the Designated Occupancy Date. The obligation to pay the Monthly Fee shall begin on the Designated Occupancy Date or actual date of Occupancy, whichever is earlier. The Entrance Fee shall be paid in full on or before the Designated Occupancy Date or actual date of Occupancy, whichever is earlier.

**1.8 Priority Access.** You will receive Priority Access to Personal Care Services on a fee-for-service basis. The Personal Care fee-for-service rate for residents paying an entrance fee is lower than those residents electing to pay no entrance fee. Priority Access is conditioned on you satisfying the financial and all other requirements for admission.

## **SECTION 2: SERVICES**

**2.1 Utilities.** The utilities provided by us and included in the Monthly Fee are identified on Exhibit "B" attached to this Agreement. In the event of excessive or

unreasonable usage due to waste or abuse, as determined by us, we reserve the right to charge you for such waste or abuse.

**2.2 Telephone.** We shall provide your Residence with access to telephone service. Telephone service is available in accordance with the terms and conditions of Exhibit "B".

**2.3 Cable Television.** We shall provide your Residence with access to cable television service and at least one cable connection. All cable charges, including connection and monthly fees, are not included in the Monthly Fee and shall be paid by you.

**2.4 Housekeeping.** Housekeeping services shall be provided in accordance with the terms and conditions of Exhibit "B".

**2.5 Laundry/Linen.** Laundry and linen services shall be provided in accordance with the terms and conditions of Exhibit "B". The use of other laundry services or facilities available from an outside source shall be paid by you.

**2.6 Maintenance and Repair of Equipment.** We shall provide necessary repairs, maintenance, and replacement of our property, equipment, and appliances. Repairs, maintenance, and replacement of your property and furnishings are your responsibility and are not included in the Monthly Fee. Maintenance and repair of our property, equipment or appliances necessitated by your neglect or abuse as we determine, shall be paid by you.

**2.7 Maintenance of Grounds.** We shall provide grounds keeping, lawn care, and snow removal, in accordance with our policy, which is subject to change from time to time. These services are included in the Monthly Fee.

**2.8 Property Insurance.** We shall provide insurance on our property only. You are required to purchase and maintain personal property insurance and comprehensive liability insurance in accordance with the provisions of Section 15.6.

**2.9 Assessments.** Assessments for real estate taxes or in lieu of such taxes shall be included in the Monthly Fee. Payment of an allocated portion of any real estate tax assessment or any assessment in lieu of such taxes does not give you any interest in the land, improvements, or real estate of Community.

**2.10 Transportation.** We shall provide transportation in accordance with the schedule established by us and at the charges specified on the Miscellaneous Fee Schedule, which are subject to change from time to time.

**2.11 Parking.** We shall provide parking designated as "Residents Only Parking" ("Residents Only Parking" is designated for Residents only, and does not include family or

visitors). Residents, who own a vehicle, must possess a valid driver's license and a valid state registration, register that vehicle with us and provide proof of liability insurance coverage for that vehicle. The vehicle must maintain a current inspection.

**2.12 Culture and Enrichment.** We, in our discretion, shall provide recreational, educational, social and spiritual programs. Access to and participation in activities is governed by our policy, which is subject to change from time to time. Certain optional activities, scheduled both inside and outside the Community, may involve participation fees to be paid by you.

**2.13 Response Call System.** We shall provide security features that include a 24-hour response call system and fire alarm system. We do not provide in-house Emergency Medical Services (EMS) or Emergency Medical Technicians (EMT). In the event of a medical emergency, you should contact 911 to obtain medical assistance as well as utilize the response call system. While the response call system may be used to inform us of a medical emergency, we disclaim any and all responsibility for providing emergency medical care services in your Residence. Physicians are not immediately available within the Community for the purpose of handling medical emergencies.

**2.14 Additional Miscellaneous Services.** Other Miscellaneous Services, such as barber/beauty services, are available at an additional charge and are not included in the Monthly Fee. The charges for these services are reflected on the Miscellaneous Fee Schedule, which is subject to change from time to time.

**2.15 Scope of Services Included in the Monthly Fee.** We reserve the right to add or delete certain services and to adjust the Monthly Fee appropriately. We will provide thirty (30) days advance notice of any changes in services.

### **SECTION 3: MEALS**

**3.1 Dining Room Service.** We shall provide you with three (3) meals a day for apartment residences and one (1) meal per day for cottage residences.

**3.2 Tray Service and Special Diets.** Tray service to your Residence and special diets are provided when prescribed by a physician or nurse practitioner at no additional charge.

**3.3 Additional Meals/Plans.** Additional meals/meal plans and guest meals will be available at rates reflected on the Miscellaneous Fee Schedule and/or in accordance with our policy described in the Resident Handbook, which is subject to change from time to time.

## **SECTION 4: PERSONAL CARE SERVICES**

**4.1 Personal Care.** We operate Personal Care for the provision of licensed Personal Care Services, which shall be available to you on a priority access basis so long as you meet the financial and all other criteria for admission. The costs of Personal Care Services are at an additional charge and are not included in the Monthly Fee. We will exercise our best efforts to accommodate your level of care needs; however, there is no guarantee that space will be immediately available in Personal Care at such time as you may require Routine Personal Care Services. If you are permanently transferred to Personal Care, and you have not paid an Entrance Fee, this Agreement shall terminate and you shall sign an admission agreement for the provision of Routine Personal Care Services.

**4.2 Private Duty Nursing or Companion Services in the Residence.** Subject to our approval, you may utilize the services of private duty nurses or companions providing personal or nursing care services in the Residence so long as you are able to satisfy the Conditions of Occupancy. Such services must be approved in advance and in writing by us. You are responsible to pay for all such services. As a condition of our approval, all private duty nurses or companions must provide us with a copy of their current license or certification, where applicable; a release and indemnification agreement; proof of workers' compensation and liability insurance; proof or waiver of Hepatitis B vaccination; and proof, as determined by our policy, that such nurse or companion is free of tuberculosis and/or any other contagious or communicable disease. Such nurses or companions must also submit proof that he or she meets criminal background check requirements and is not listed on any registry as being suspected of, or proved to have committed abuse, of any reportable nature. To the extent required, you shall confirm that any approved private duty nurse, companion, or attending individual has workers' compensation insurance coverage. In the absence of such coverage, you are required to provide workers' compensation insurance to the extent required by law. We reserve the right to interview and approve all nurses and companions and to prohibit the use of such services. Any individuals approved as private duty nurses or companions are required to abide by our policies. You are required, at our sole discretion, to provide proof that use of private funds to pay for such services will not imperil your financial resources. In exchange for our consent to your request for the services of a private duty nurse, companion, or other assistant, you shall execute, if requested by us, an Aging-in-Place Addendum, which shall be attached to this Agreement and incorporated by reference. We reserve the right to terminate your authorization to utilize the services of private duty nurses, nurse assistants or companions in the event that you do not comply with the requirements of this Section or the Aging-in-Place Addendum, or require transfer to another level of care.

**4.3 No Obligation to Prepay for Health Care Services.** You are not obligated to prepay for any future health care services. We are a fee-for-service continuing care provider and do not require you to prepay for health care services, nor do we accept any liability to pay for your future health care services. In the event any other health care provider seeks

payment from you for services offered under this Agreement, we shall not assume any liability for or make any payment for any such health care services because you were not required to prepay for any health care services.

**4.4 Nursing Call Services.** In the event of an accident or unexpected medical need, other than a medical emergency, requiring nursing intervention, such intervention will be provided upon your request at no additional charge. A team member will respond to your request for nursing intervention. If it is determined that you are in need of additional medical assistance, we shall contact appropriate health care providers.

## **SECTION 5: HEALTH INSURANCE**

We expect that some of the cost of medicines, medical or nursing services or equipment provided for you under this Agreement will be paid by present or future federal, state, municipal, or private plans or programs of medical/surgical insurance, including, without limitation, the benefits available through Social Security programs (commonly known as “Medicare A, B and D”). Prior to Occupancy, you shall secure medical and surgical insurance for protection from medical risks, and when eligible, shall secure and maintain in force at your expense maximum coverage available under the federal government social security health insurance programs known as “Medicare A, B and D” or an equivalent policy approved in writing by us, and at least one Medicare supplemental health insurance policy (commonly known as Medigap insurance, which must include coverage for nursing care co-insurance) such as those offered by the Blue Cross and Blue Shield Plans, or an equivalent policy as approved in writing by us, which provides coverage for Medicare deductibles and co-insurance. Acquisition of equivalent Medicare benefits from a managed care organization (“MCO”) will satisfy the insurance requirement under this Agreement. Proof of such insurance must be provided at the time of application and prior to admission. In the event you fail to maintain in force, because of failure to make premium payments, such health care insurance after Occupancy, we reserve the right to make such payments for purposes of maintaining such insurance in force for your benefit. You are obligated to reimburse us for such payments made on your behalf and the cost of such premium shall be added to and included in the Monthly Fee. The payment by us of any premium due on the required policies does not constitute a waiver of our right to terminate this Agreement upon your failure to make such premium payments and we have no obligation or liability to provide or pay for your health insurance. The Community may require you to provide proof of health insurance from time to time after Occupancy.

## **SECTION 6: FEES**

### **6.1 Reservation and Entrance Fees.**

(a) **Reservation Fee.** You shall pay to us a Reservation Fee, as reflected on Exhibit "B", at the time of submitting the Application for Residency. The Reservation Fee shall be applied as a credit toward the Entrance Fee.

(b) **Entrance Fee.** You shall pay to us an Entrance Fee as reflected on Exhibit "B", in accordance with the following schedule:

(i) **Deposit of Ten Percent (10%).** You shall pay to us a deposit equal to ten percent (10%) of the Entrance Fee less the non-refundable Reservation Fee.

(ii) **Balance of Entrance Fee.** You shall pay to us the balance of the Entrance Fee on or before the Designated Occupancy Date or the actual date of Occupancy, whichever is earlier.

**6.2 Use of Entrance Fee.** The entire Entrance Fee shall be used for the purpose of sustaining and extending our mission.

**6.3 Plan Selection.** Plan selection shall be determined by the plan selected by you as specified on Exhibit "B".

(a) **Traditional Plan.** As of the Designated Occupancy Date or actual date of Occupancy, whichever is earlier, four percent (4%) of the Entrance Fee shall be earned immediately in full by us. Therefore, ninety-six percent (96%) of the Entrance Fee shall be amortized at the rate of two (2%) per month over a period of forty-eight (48) months beginning in the month of the Designated Occupancy Date or actual date of Occupancy, whichever is earlier. At the conclusion of the amortization period, the Entrance Fee shall be earned in full by us, and you or your estate will not be entitled to a refund of any portion of the Entrance Fee.

(b) **Rental - Non Entrance Fee Plan.** You can select a non-entrance fee rental option. Under this option, you will pay no entrance fee and higher monthly fee in independent living and in Personal Care.

**6.4 Limitations on Increases in the Entrance Fee.** After the signing of this Agreement by you, there will be no increase in the Entrance Fee for the Residence, except if you elect to move to a residence with a greater Entrance Fee.

**6.5 Service Charge for Late Payment of Entrance Fee.** In the event that you fail to pay in accordance with the payment schedule specified in Section 6.1(b), a service charge will be assessed for late payment of an Entrance Fee. A service charge of not less than one percent (1%) per month, which is equal to twelve percent (12%) per year, and not greater than one and one-half percent (1.5%) per month, which is equal to eighteen percent (18%) per year, will be added to amounts past due in excess of thirty (30) days. The amount of

the service charge will be dependent upon the market conditions in effect at that time. You are obligated to pay all actual attorneys' fees and costs incurred relative to the collection of any amounts past due in excess of thirty (30) days.

## **6.6 Monthly Fee.**

(a) **Amount.** You shall pay to us a Monthly Fee in an amount established by us, in advance of each month, for Occupancy of the Residence. The amount of the Monthly Fee is based on the size of the Residence and the number of occupants in the Residence and whether you paid an Entrance Fee. In situations of Double Occupancy, the Monthly Fee includes the Second Person Monthly Fee. At the time of execution of this Agreement, the Monthly Fee is as reflected on Exhibit "B". The Monthly Fee may be increased prior to Occupancy, and is subject to change after Occupancy in accordance with Section 6.7(c).

(b) **Payment and Due Date.** Your responsibility to pay the Monthly Fee begins on the Designated Occupancy Date or actual date of Occupancy, whichever is earlier. Payment is due upon receipt of the monthly statement. We reserve the right to change our billing cycle. The Monthly Fee shall be pro-rated if you assume Occupancy after the first of the month. If any Monthly Fee or other charges for miscellaneous or Ancillary Services are not paid within fifteen (15) calendar days of the due date, we may elect to exercise our available rights and remedies under this Agreement including termination.

(c) **Adjustments in Monthly Fee.** The Monthly Fee, which in situations of Double Occupancy includes the Second Person Monthly Fee, may be adjusted from time to time. We will provide thirty (30) days advance written notice of any changes in the Monthly Fee, or the Second Person Monthly Fee, or both.

**6.7 Other Charges.** In addition to the Monthly Fee, the monthly statement shall reflect all other charges for miscellaneous, ancillary, or other services. Payment for all such other charges is also due upon receipt.

**6.8 Co-Resident's Fee Responsibility.** In situations of Double Occupancy, you shall be jointly and severally liable for each other's financial obligations and for all payments due under this Agreement. If one Co-Resident dies or leaves the Community, both Co-Residents and/or their estates remain jointly and severally liable for all financial obligations incurred by either Co-Resident under this Agreement.

**6.9 Service Charge for Late Payment of Monthly Fee.** A service charge of one percent (1%) per month, which is equal to twelve percent (12%) per annum, will be added to amounts past due in excess of thirty (30) days. You are obligated to pay all actual attorneys' fees and costs incurred relative to the collection of any amounts past due in excess of sixty (60) days.

**6.10 Disclosure of Financial Information.** We reserve the right to require you, upon request, to update the financial information disclosed on forms provided by us in connection with the Application for Residency. Such disclosure allows us to monitor and project financial assistance needs.

**6.11 Termination of Obligation to Pay Fees.** In the event this Agreement is terminated, you shall be obligated to pay the Monthly Fee for Occupancy of the Residence through the date of Surrender.

## **SECTION 7: FINANCIAL ASSISTANCE POLICY**

**7.1 Inability to Pay.** It is our policy that you shall not be dismissed solely because of the financial inability to pay the Monthly Fee or other charges, if (a) you present to us facts which, in our opinion, justify financial assistance, and (b) any necessary financial assistance can be granted or continued without impairing our ability to attain our objectives while operating on a sound financial basis. Our ability to provide financial assistance is contingent upon a number of factors, including the availability of charitable gifts and our financial condition. Since our Financial Assistance Policy is subject to many variables, it may be changed or amended from time to time.

The possibility of providing financial assistance should not be construed as an assurance or guarantee of continuing care by us. If financial assistance is initially granted, there is no guarantee that such assistance can or will continue indefinitely, or for any specific period of time. We may discontinue or reduce any financial assistance if there is a change in your financial circumstances permitting you to bear all or an increased portion of the Monthly Fee or other charges, or if any factual representation by you made in the original Application for Residency and related documents or in support of a request for financial assistance is determined to have been materially false or inaccurate, or if the continuation of such financial assistance will, in our opinion, impair our ability to attain our objectives while operating on a sound financial basis. We shall take into consideration future economic conditions and the ability of your estate to satisfy financial obligations when making a determination regarding your request for financial assistance under this Agreement. The following provisions are related to the foregoing statement of policy.

**7.2 Conditions of Eligibility.** It shall be a condition of eligibility for consideration for financial assistance that you shall not have transferred, gifted or depleted resources in contemplation of the execution of this Agreement, or subsequently, which were represented as being available or which would impair your ability to satisfy your financial obligations under this Agreement. Additionally, the financial information provided by you in the application documents for admission, and documents subsequently requested by us, or in support of your request for financial assistance must not contain any material misrepresentations or omissions. In the event that your income is or becomes insufficient to pay the monthly expenses incurred, you shall immediately take all necessary steps to sell

and liquidate capital assets and other resources in order to fulfill your financial obligations to us. You have an affirmative obligation to make your financial needs and resources known to us at least sixty (60) days in advance of the need for financial assistance. Prior to requesting consideration for financial assistance, it is expected that you will seek other available sources of financial assistance, including Veteran's benefits and family, church or social welfare agencies, which may be in a position to render financial assistance. If other resources are available to provide financial assistance to you, that fact will be taken into consideration in determining whether any financial assistance should be granted by us, and if so, in what amount.

**7.3 Accommodations.** We, in our sole discretion, shall have the option of relocating you to another residence within the Community in the event you deplete your resources. In the event you are receiving financial assistance from us and you are transferred to Personal Care, then, in that event, we, in our sole discretion, reserve the right to select the location and type of accommodations for you.

**7.4 Other Resources and Recovery of Community Subsidy.** If your Monthly Fee or other charges are subsidized wholly or partly by us, you shall not sell or otherwise transfer property without our written consent. If you own any property not disclosed on the application documents or acquire property subsequently and do not disclose its acquisition, we shall be entitled to so much of such property, up to its whole value, as is equal in value to the total amount of subsidy or financial assistance provided by us. If your Monthly Fee or other charges have been subsidized wholly or partly by us, then you or your estate shall be liable to us for amounts equivalent to the amount of any financial assistance provided by us to you under this Agreement. We, in our sole discretion, may deduct from funds otherwise due to you as a refund under this Agreement, amounts equivalent to the amount of any financial assistance provided by us up to the whole value of the refund. Such deductions shall be made at the time that any refund becomes due and payable to you under this Agreement. The repayment obligations of you and your estate for the amount of any subsidy provided by us shall survive the termination of this Agreement.

**7.5 Disclosure of Financial Statements and Other Financial Information.** You shall submit copies of your annual tax return for the three (3) years immediately prior to the year in which application for financial assistance is made. You shall submit to us a copy of your annual tax return for each year in which we provide financial assistance to you. You shall also provide any other financial information requested by us.

## **SECTION 8: MARRIAGE AND/OR ADDITIONAL OCCUPANTS**

**8.1 Non-Resident.** In the event that you desire to marry or cohabitate with another person, the proposed Additional Occupant must file an Application for Residency and meet all age and other requirements for admission to the Residence. The parties to this

Agreement and the proposed Additional Occupant shall execute an addendum so that the Additional Occupant shall become a Co-Resident under this Agreement. Upon the admission of the Additional Occupant as a Co-Resident, the Monthly Fee for Double Occupancy shall be due and payable for Occupancy of the Residence. The Additional Occupant and you shall be jointly and severally liable for each other's financial obligations and for all payments due under the addendum and this Agreement. In the event that the proposed Additional Occupant does not satisfy the requirements for admission, then the proposed Additional Occupant may request admission under such other terms and conditions as may be acceptable to us, or you may exercise your option to terminate this Agreement.

**8.2 Other Resident.** In the event that you desire to marry or cohabitate with another resident admitted under a separate Continuing Care Agreement – Fee-for-Service, and thereafter occupy a single Residence, then you and the other resident shall select and designate in writing at least sixty (60) days in advance of the proposed move, which one of the two Residences occupied by you and the other resident shall be thereafter occupied jointly. The Residence not designated for joint occupancy must be surrendered on or before the date of the proposed move to the designated Residence. Any applicable refund shall be paid to the resident surrendering his/her Residence upon the termination of the resident's Continuing Care Agreement – Fee-for-Service, but only after the vacated Residence has been reoccupied by another resident and the applicable Entrance Fee for the Residence has been paid in full by the reoccupying resident. Each resident shall then be treated as a Co-Resident, and any subsequent refund shall be paid in accordance with the refund provisions of this Agreement relating to Double Occupancy, unless otherwise agreed upon in writing. The In-House Move Fee, which is subject to change, must be paid prior to the move. In the event you request to move to a larger Residence not then occupied by you or your anticipated co-resident, then subject to our approval and the availability of a larger Residence, you and such other person shall pay an additional fee, which shall be equal to the amount, if any, by which the then current Entrance Fee for Double Occupancy of the selected Residence exceeds the sum of the initial Entrance Fee paid by you and your anticipated co-resident. The additional fee shall be immediately amortized and earned in full by us. Upon transfer, the Monthly Fee for Double Occupancy of the designated Residence shall be paid. This Agreement shall be amended to reflect the change in the Residence, the change in the Monthly Fee, and any other matters reasonably necessary for your transfer to the designated or alternative Residence.

## **SECTION 9: TERMINATION OF AGREEMENT**

### **9.1 Termination by Resident.**

(a) **Rescission Period.** You may terminate this Agreement within seven (7) days of execution by signing the attached Notice of Right to Rescind and delivering it to us.

**(b) Prior to Occupancy.** After the lapse of the seven (7) day rescission period, but prior to the Designated Occupancy Date or actual date of Occupancy, whichever is earlier, you may terminate this Agreement by delivering written notice to us prior to Occupancy. In such event, and so long as you are capable of taking possession of the Residence on the Designated Occupancy Date, we shall retain and you shall forfeit the Reservation Fee. In the event of your death, illness, injury or incapacity prior to the Designated Occupancy Date or actual date of Occupancy, whichever is earlier; then this Agreement shall automatically terminate. Any applicable refunds shall be paid in accordance with the refund provisions of this Agreement. In situations of Double Occupancy where one Co-Resident is precluded from taking Occupancy due to death, illness, injury or incapacity, the other Co-Resident may elect to terminate this Agreement. If such Co-Resident elects to take Occupancy of the Residence, then the Monthly Fee shall be reduced to the Monthly Fee for Single Occupancy.

**(c) After Occupancy.** After Occupancy, you may terminate this Agreement by delivery of written notice to us at least thirty (30) days prior to termination, and by the Surrender of the Residence. Termination shall be effective after the lapse of the thirty (30) day notice period and Surrender of the Residence. Any applicable refunds shall be paid in accordance with the refund provisions of this Agreement.

## **9.2 Termination by Community.**

**(a) Prior to Occupancy.** We may terminate this Agreement at any time prior to Occupancy by providing written notice to you prior to the Designated Occupancy Date or actual date of Occupancy, whichever is earlier. Any applicable refunds shall be paid in accordance with the refund provisions of this Agreement.

**(b) After Occupancy.** We may terminate this Agreement upon a determination of just cause and delivery of thirty (30) days written notice to you or your representative or such written notice as is reasonable under the circumstances. Just cause shall include but not be limited to, a default in payment; the submission of any materially false information; the failure of you to abide by our rules, regulations, policies, and procedures; the breach of any of the other terms of this Agreement; or a good faith determination in writing signed by our Executive Director that your continued Occupancy in the Residence either creates a serious threat or danger to your life, health, or safety or creates a serious threat or danger to the life, health, safety, or peaceful enjoyment of other residents or persons in the Community. In situations where continued Occupancy threatens the life, health, safety, or peaceful enjoyment of you or other residents, only such notice as is reasonably practicable under the circumstances will be provided to you or your representative, and termination may be effective immediately. Any applicable refunds shall be paid in accordance with the refund provisions of this Agreement.

**9.3 Termination Upon Permanent Transfer.** If you are permanently transferred to another facility, any applicable refunds shall be paid in accordance with the refund provisions of this Agreement. In the case of Double Occupancy, this Agreement shall terminate only as to the transferring Co-Resident. The Co-Resident remaining in the Residence shall pay the Monthly Fee for Single Occupancy. No refund shall be due so long as the remaining Co-Resident continues to reside in the Residence and until all other conditions for a refund have been satisfied.

**9.4 Termination by Death.** This Agreement shall terminate following your death and upon Surrender of the Residence. In situations of Double Occupancy, the death of one Co-Resident, either before or after Occupancy, shall not terminate this Agreement. Upon the death of one Co-Resident, the Monthly Fee for Double Occupancy of the Residence shall be reduced to the Monthly Fee for Single Occupancy and all other provisions of this Agreement shall remain in full force and effect, and no refund shall be due at that time.

**9.5 Surrender.** The obligation to pay the Monthly Fee shall continue until after the lapse of any mandatory notice period for termination and the Residence has been surrendered by you, or in the case of death, by your estate or your family. Surrender of the Residence shall be complete when you have ceased to occupy it, have removed all possessions from it, and have turned over the Residence keys to us.

**9.6 Further Obligations and Release Upon Termination.** Upon termination of this Agreement, we are released from any further obligations to you or your estate except for the delivery of personal property and the payment of any refund which may be due. Subject to Section 15.9(b), you or your estate shall remain obligated, to the extent applicable, to repay any financial assistance as set forth in Section 7 and to pay any sums due under this Agreement, including payment of the Monthly Fee until the date of Surrender of the Residence. Your indemnification obligation reflected in Section 20 shall also survive the termination of this Agreement.

**9.7 Failure to Vacate and Surrender Residence.** Upon notice of termination, in the event that you fail to vacate and Surrender the Residence timely, then we may file a complaint with the applicable District Justice seeking an order to evict you from the Residence. You shall be obligated to pay us reasonable attorneys' fees and costs in the event we commence legal proceedings against you to evict you for your non-compliance with or breach of the terms of this Agreement.

## **SECTION 10: TRANSFER FOR OTHER SERVICES OR TO ANOTHER OUTSIDE FACILITY**

**10.1 Conditions of Occupancy.** You shall have the right to occupy the Residence for so long as you satisfy the Conditions of Occupancy, which may be subject to change from time to time due to regulatory or related changes in the law, or operating requirements or

conditions. You agree to provide appropriate information regarding your ability to meet the Conditions of Occupancy, upon request.

**10.2 Decision to Transfer.** With the concurrence of our Executive Director and the Level of Living Review Team, you may transfer from and between the Residence and Personal Care or any other appropriate care facility if we determine that such a move should be made for your health, safety, or welfare, or for the proper operation of the Community, or because you no longer satisfy the Conditions of Occupancy of the Residence. Priority access to Personal Care is conditioned upon you meeting the financial and all other criteria for admission. If you transfer permanently to Personal Care or to any other appropriate care facility, we may declare the Residence vacant and reassign the Residence to another resident. The decision as to whether a transfer shall be deemed temporary or permanent shall be made by the Level of Living Review Team, with the concurrence of our Executive Director, after consideration of your opinion, the advice of your family, and if requested and paid by you, the opinion of your physician. Your opinion and the advice of your family and your physician are advisory only and shall not be binding on us.

**10.3 Release of or Return to Residence After Transfer.**

(a) **Temporary Transfer.** If you temporarily transfer to Personal Care or another facility, you may return to the Residence at such time as the Level of Living Review Team determines that you can satisfy the Conditions of Occupancy.

(b) **Permanent Transfer.** If you permanently transfer to Personal Care or another facility, you shall Surrender and vacate the Residence within fourteen (14) days of written notice of the decision to permanently transfer you and release the Residence. In the event you fail to Surrender the Residence within this fourteen (14) day period, then the charges specified in Section 15.9(b) shall apply. If in the opinion of our Level of Living Review Team, you subsequently recover sufficiently to satisfy the Conditions of Occupancy of a residence, we in the exercise of our discretion, shall make available as soon as reasonably practicable a residence with a floor plan comparable to the one relinquished. You shall execute a new Continuing Care Agreement – Fee-for-Service with us and pay the then current Entrance Fee and the then current Monthly Fee.

**SECTION 11: REFUND OF ENTRANCE FEE**

**11.1 Termination Before Occupancy.** Any Entrance Fee payments will be refunded in full if you rescind this Agreement within seven (7) days in accordance with the Notice of Right to Rescind. In the event of termination of this Agreement by your death before the Designated Occupancy Date or actual date of Occupancy, whichever is earlier; or in the event you are precluded from taking Occupancy because of illness, injury, or incapacity prior to the Designated Occupancy Date or actual date of Occupancy, whichever is earlier; then we will make a full refund of all Entrance Fee payments less any amounts deducted to

cover expenses incurred by us at your specific written request. If you do not terminate this Agreement within the seven (7) day rescission period, but do terminate prior to the Designated Occupancy Date or actual date of Occupancy, whichever is earlier, while not precluded from taking Occupancy by illness, injury, incapacity, or death; then we will retain the Reservation Fee. The balance of any Entrance Fee payments will be refunded to you, less any amounts deducted to cover expenses incurred by us at your specific written request, in accordance with the refund provisions of this Agreement. Where two individuals have signed this Agreement for Double Occupancy, the death of one Co-Resident shall not constitute termination of this Agreement, and no refund shall be due. In the event of the termination of this Agreement by us before the Designated Occupancy Date or actual date of Occupancy, whichever is earlier; then we shall make a full refund of all Entrance Fee payments.

**11.2 Termination After Occupancy.** In the event of termination after Occupancy for any reason during the amortization period, you will be entitled to a refund of the unamortized portion of the Entrance Fee, less deductions for the amount of any financial assistance provided to you by us, and/or any amounts necessary to cover costs incurred by us to refurbish, restore or repair the Residence in the event of unreasonable wear and tear, and/or costs incurred at your specific written request, and/or any unpaid charges. All refunds shall be paid to you or your estate in accordance with Section 11.5 of this Agreement. After the lapse of the amortization period, you will not be entitled to a refund of any portion of the Entrance Fee.

**11.3 Double Occupancy - Limitation on Availability of Refund.** It is the intention of the parties that any applicable refund will only be made in accordance with Section 11.5 after the last surviving Co-Resident vacates and surrenders the Residence, and this Agreement is terminated.

**11.4 No Accrual of Interest.** No interest will accrue to the benefit of you or your estate on any amounts required to be refunded under this Agreement.

**11.5 Conditions and Due Date for Refund Payments.** Prior to Occupancy, any applicable refund will be made within thirty (30) days of the termination of this Agreement. After Occupancy, any applicable refund will be made only after the following have been completed: (a) the Residence has been vacated and surrendered; (b) keys to the Residence and to buildings have been returned to us; (c) all personal furniture and belongings have been removed from the Residence; (d) the termination of this Agreement; (e) we have accepted and entered into a Continuing Care Agreement - Fee-for-Service with a new resident for the Residence most recently occupied by you and the seven (7) day rescission period has expired; (f) the replacement Entrance Fee has been paid in full for the Residence most recently occupied by you; and (g) such new resident has taken Occupancy. Any applicable refund will be paid only after all of the above conditions have been completed. Upon completion of all of the aforementioned conditions, any applicable refund

shall be paid to you or your estate within thirty (30) days thereafter. Provided, however, if we do not receive a replacement Entrance Fee within twelve (12) months of the Surrender of the Residence, then we may pay all or a portion of such refund if we determine, in our sole discretion, that: (a) failure to pay such amount at an earlier date will create a financial hardship on you; and (b) the payment of such amount will not materially and adversely affect our financial viability. The amortization of the Entrance Fee shall cease on the effective date of Surrender. In situations of Double Occupancy, there will be no refund, partial or otherwise, upon the death, permanent transfer, or voluntary departure from the Community of only one Co-Resident.

## **SECTION 12: OPTION TO MOVE TO ANOTHER RESIDENCE**

**12.1 Option After Occupancy.** After Occupancy, you may request to exercise a limited option to move to another Residence on the Community's premises, if and when another Residence becomes available, in accordance with our policies, which are subject to change from time to time. In the event you desire to exercise the option to move to another Residence, you must notify us in writing of the Residence desired. The request must be approved by us.

### **12.2 Costs of Election to Move.**

**(a) To Residence with Lesser Entrance Fee.** If you elect to move to a Residence, which has a lesser Entrance Fee than you paid for Occupancy of the Residence initially designated under this Agreement, then you shall pay the In-House Move Fee in an amount determined by us, which is subject to change from time to time. There will be no Entrance Fee credit or refund due to you. You shall pay the applicable Monthly Fee for the selected Residence.

**(b) To Residence with Greater Entrance Fee.** If you elect to move to a Residence, which has a greater Entrance Fee than you paid for Occupancy of the Residence initially designated under this Agreement, then you shall pay, prior to moving to the selected Residence, the In-House Move Fee and an additional amount equal to the difference between the then current Entrance Fee for the Surrendered Residence in effect at the time of the move and the higher Entrance Fee for the selected Residence in effect at the time of the move. The difference shall be immediately amortized and earned in full by us. You shall pay the applicable Monthly Fee for the selected Residence.

**12.3 Option to Move Addendum.** In the event you receive approval from us to move to another Residence, you shall sign an addendum to this Agreement reflecting all costs and charges related to exercising the option to move, including the Monthly Fee for the selected Residence.

## **SECTION 13: RESIDENT RECORDS**

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

## **SECTION 14: ARRANGEMENTS FOR GUARDIANSHIP AND FOR ESTATE**

**14.1 Legal Guardian.** If you become incapacitated or unable to properly care for self or property, and no representative has been lawfully designated to act on your behalf or no lawfully designated representative is available or able to act on your behalf, then we shall have the option to institute legal proceedings to adjudge you incapacitated and have a guardian appointed for you or your estate or both. You authorize us to nominate a legal guardian to serve, subject to court approval, and you release us from any liability related to the nomination. All costs of such legal proceedings, including legal fees, shall be paid by you or the legally appointed guardian of your estate.

**14.2 Will and Funeral Arrangements.** You shall, prior to the Designated Occupancy Date, make a will providing for the disposition of the furniture and personal possessions in the Community, appointment of an executor or executrix of your estate, and funeral and burial arrangements. You shall provide to us prior to Occupancy and in writing the name of the executor/executrix under your will, the name of the funeral director responsible for your burial, and the plan for disposition of your personal property placed in Community upon death. In the event that any changes or revisions are made to your will or funeral arrangements during the term of Occupancy, you shall provide written notice to us.

### **14.3 Advance Directives.**

**(a) Power of Attorney.** We require that you furnish to us, no later than the actual date of Occupancy, a Durable Power of Attorney executed by you, which shall be maintained in our files.

**(b) Living Will.** If you have executed an advance directive in the form of a living will relating to the provision of health care services in the event of terminal or other illnesses/conditions, you shall provide a copy of the living will to us prior to Occupancy, and a copy of any revisions or changes made to the document during your term of Occupancy.

## **SECTION 15: RIGHTS AND OBLIGATIONS OF RESIDENT**

**15.1 Right to Receive Disclosure Statements.** We shall deliver to you prior to or at the time of the execution of this Agreement, and make available to you at least annually thereafter, a copy of our Disclosure Statement required by the Continuing Care Provider Registration and Disclosure Act, Act No. 82 of 1984.

**15.2 Rights to Property/Subordination.** The rights and privileges granted to you by this Agreement do not include any right, title, or interest in any part of the personal property, land, buildings, and improvements owned, leased or administered by us. Your rights are primarily for services, with a contractual right of Occupancy. Nothing contained in this Agreement shall be construed to create the relationship of landlord and tenant between you and us. Any rights, privileges, or benefits under this Agreement, including your right to a full or partial refund, shall be subordinate to any existing or subsequent mortgages or deeds of trust on any of the premises or to any other interest in the real property of the Community and to all amendments, modifications, replacements, or re-financings of any existing or subsequent mortgages or deeds of trust or to any liens or security interests held by secured creditors of Community. This subordination provision means that the claims of secured creditors in the event of Community's bankruptcy or default on its financial obligations shall be paid before you are entitled to receive any applicable refund. Upon request, you shall execute and deliver any document, which is required by us, or by the holder of any such mortgages or deeds of trust or other encumbrances, to effect such subordination or to evidence the same.

**15.3 Inspection of Residence and Right of Entry.** You shall permit us, our agents, or any representative of any holder of a mortgage or similar interest on the property, to enter your Residence for the purpose of making reasonable inspections, repairs, and replacements. Such entry will be made only with reasonable advance notice, except under what we consider to be exigent circumstances as deemed necessary and appropriate by us. We shall have the right to enter your Residence to perform scheduled housekeeping, routine maintenance, or other reasonably necessary purposes having due regard for your privacy.

**15.4 Housekeeping/Housecleaning Responsibilities.** You shall maintain your Residence in a clean, sanitary, and orderly condition. If you do not maintain your Residence in a reasonable manner as determined by us, then after notice to you, we shall have the right to maintain the Residence, and the charge for such additional cleaning or maintenance, including the cost of pest extermination, shall be paid by you.

**15.5 Vehicle Registration and Insurance.** You may operate a vehicle on our campus only if you have a valid driver's license and a valid state registration. You must register

the vehicle with us, and comply with our rules and policies governing the safe operation of motor vehicles. We reserve the right to revoke your operating privileges and remove your vehicle from our property if you do not abide by our policy as reflected in the Resident Handbook, which is subject to change from time to time.

**15.6 Insurance Requirements.** You shall be required to obtain and maintain at your expense general liability insurance with coverage limits not less than \$300,000, which amount is subject to change from time to time. You also shall be required to obtain and maintain personal property insurance in an amount sufficient to cover the loss of all personal property in the Residence. Policies shall be endorsed so as to provide that we shall receive thirty (30) days prior written notice of cancellation or non-renewal.

**15.7 Reduction of Income or Other Resources.** You shall make every reasonable effort to meet your financial obligations to us. You shall not transfer control of assets or property for less than fair market value or make any gifts or loans subsequent to the date of the Application for Residency, nor make any transfers or gifts after Occupancy, other than to us, which would substantially impair your ability or the ability of your estate to satisfy your financial obligations to us.

**15.8 Responsibility for Property Damage to Community.**

(a) **Responsibility for Condition of Residence Upon Termination.** Upon termination of this Agreement, or at such other time as you shall vacate and Surrender the Residence, you must leave it in as good condition as the date of Occupancy except for reasonable wear and tear. If the Residence is damaged beyond ordinary wear and tear, as reasonably determined by us, the costs of repair shall be your obligation and such costs shall be billed directly to you or your estate, or alternatively, deducted from any refund that may be due. We will provide you a written description of damages including the cost of repairs no later than thirty (30) days following Surrender of the Residence. If damage to the Residence is such that it cannot be repaired within fourteen (14) days, we may charge you or your estate and you or your estate shall pay in addition to the costs of repairs, a Monthly Fee pro-rated for the time period needed to accomplish the repairs.

(b) **Property Damages Caused by Resident.** Any loss or damage to our real or personal property caused by you or your guests shall be paid by you beyond normal wear and tear. In the event of your death, your estate shall be liable for any loss or damage to our property caused by you.

**15.9 Responsibility for Your Personal Property.**

(a) **Responsibility for Loss or Damage.** We shall not be responsible for the loss or damage due to fire, theft, or any other cause of any property belonging to you, or your estate, or your guests, including motor vehicles, unless the care and control of said

property is specifically accepted in writing by us, and then only for willful or gross negligence in failing to safeguard and account for such property. You shall have the responsibility to provide insurance as provided at Section 15.6 above to protect against any such loss. No personal property insurance is provided to you by us.

(b) **Obligations Upon Termination.** If you have become unable to comply with the Conditions of Occupancy of the Residence, or this Agreement has been terminated for any reason, you or the duly authorized representative of your estate shall remove all personal property from the Residence, including property held in storage. The applicable Monthly Fee shall continue to be due and payable until Surrender of the Residence. If your personal property is not removed by you or your representative within twenty-one (21) days of your permanent transfer or termination of this Agreement, you or your estate shall be obligated to pay the then-existing Monthly Fee for a period of time up until the property is removed by you or your representative. If your personal property remains unclaimed by you or your representative within sixty (60) days of your permanent transfer or termination of this Agreement, we shall place your property in storage and you or your estate shall be obligated to pay all costs for such storage for a period of time up to sixty (60) days or until you or your estate removes the property from storage, whichever is earlier. We shall not be liable for any damages to your property while the property is in storage. If your property is not removed from storage within sixty (60) days, we shall dispose of your property. You or your estate shall be obligated to pay all costs for the removal or disposal of your property.

**15.10 Release Regarding Conduct of Other Residents or Guests.** We assume no responsibility for the conduct of you or any other residents or guests, and you hereby release and discharge us from any claims for personal injury to you or damage to your personal property caused by the conduct of other residents or guests.

**15.11 Rules, Regulations, Policies, and Procedures.** You shall cooperate, and comply with all rules, regulations, policies, and procedures established by the Community. Rules, regulations, policies, and procedures are set forth in the Resident Handbook, and other publications or documents of the Community, and they are subject to change from time to time.

**15.12 Your Rights are Personal and Non-transferable.** Your rights and privileges under this Agreement are personal to you and can not be transferred or assigned. No person other than you may occupy or use the Residence covered by this Agreement unless approved in writing by us.

**15.13 Right of Self-Organization.** You along with other residents of Community shall have the right of self-organization. A representative designated by us shall hold quarterly meetings during the calendar year with residents of Community. At least seven (7) days notice of each quarterly meeting shall be given to you.

**15.14 Pets.** Under limited circumstances as approved by us, you may have a pet so long as it meets the requirements of our pet policy. You shall assume financial responsibility and any obligations for any damage caused by the pet and shall pay an additional fee as set by us in accordance with our policy, which is subject to change from time to time. We reserve the right to rescind approval of the pet if we determine that the pet constitutes a nuisance or danger to Community, or threatens the quiet enjoyment of other residents.

**15.15 Pest Control.** We are committed to maintaining a healthy and safe community. Residents who disregard good housekeeping/best practices and/or cause pest infestation will be responsible for the cost of extermination. Reference should be made to our pest control policy reflected in the Resident Handbook for further information regarding the respective responsibilities of residents and the Community.

**15.16 Smoking.** No smoking is permitted anywhere on our campus, with the exception of the designated outside smoking area, in accordance with our smoking policy described in the Resident Handbook, which is subject to change from time to time.

**15.17 Guests.** You shall have the right to entertain guests in the Residence for up to ten (10) consecutive days upon advance written notice to us. Thereafter, no guest may remain in the Residence without our advance written approval and the payment of an additional fee per day per guest. Failure to abide by this policy shall be considered a violation of this Agreement and therefore, grounds for the termination of this Agreement by us. Prices for guest meals are reflected on the Miscellaneous Fee Schedule, which is subject to change from time to time.

**15.18 Trade, Business or Occupation.** You may not utilize any Residence to engage in a trade, business or other occupation.

**15.19 Keys and Locks.** We shall provide you with a set of keys to access your Residence and the common areas within Community. If you wish to make a duplicate of a key, the key must be duplicated through services provided by us. You are prohibited from distributing a key or a duplicate of a key to anyone without first obtaining our approval. Upon our approval, the key to be distributed to an individual identified by you must be registered with us. We shall not be responsible for any loss, damage or theft of any personal property belonging to you, your estate or your guests as a result of the duplication of your key(s). You agree not to install additional locks or gates on any doors or windows of the Residence without our express written consent. If we approve your request to install such locks, you shall provide us with a key to each lock. Upon termination, you agree to Surrender all keys to the Residence to us.

**15.20 Mobile Cart/Motorized Wheelchair.** If you require the use of a mobile cart or motorized wheelchair to assist with mobility within internal corridors of Community, you

shall use such mobile cart or motorized wheelchair in accordance with our policy in the Resident Handbook, which is subject to change from time to time.

**15.22 Community Fire Drills.** You must participate in all fire drills and emergency drills if you are present on Community premises.

**15.23 Use of Personal or Family Physicians.** You may employ the service of any physician at your expense. We shall not be responsible for the costs of any medical or health care ordered by your personal physician.

## **SECTION 16: AVERAGE ANNUAL COST OF PROVIDING CARE**

The average annual cost of providing care and services for a resident during the most recent twelve (12) month period for which a report is available is reflected in the most recent annual copy of our Disclosure Statement, which is made available to you.

## **SECTION 17: CASUALTY LOSS**

In the event the Residence occupied by you or the building in which the Residence is located, is destroyed or is damaged by fire or other casualty so as to render the Residence generally unfit for Occupancy, we will endeavor in good faith to rebuild and replace the Residence and/or building with substantially similar accommodations unless doing so would threaten our financial viability. In the unlikely event that we determine that rebuilding threatens our financial viability so as to preclude replacement of the Residence or building, then we will strive to develop an alternative restoration plan in which we will exercise our best efforts to locate, identify or provide, if financially feasible as determined by us, reasonable alternative accommodations for any resident affected by such a catastrophic loss. We will provide notice to the Insurance Department of such a catastrophic loss prior to a decision to terminate any agreements, which will provide an opportunity for the Insurance Commissioner to intervene on your behalf. If we elect to terminate this Agreement, written notice of termination shall be given to you as soon as is reasonably possible from the date of the damage to the Residence. Any applicable refund due to you in accordance with Section 11 shall be paid to you in full upon any such termination. If notice of termination is not given, or if the damage does not render the Residence unfit for Occupancy, we shall be obligated to rebuild or repair the damage to the Residence as soon as reasonably possible for Occupancy by you, and this Agreement shall remain effective unless the parties may otherwise mutually agree. In the event you are unable to occupy the Residence for any period of time during any reasonably necessary period of restoration of the Residence, the Monthly Fee shall be reduced proportionately, unless a vacant Residence is available for temporary Occupancy by you. We shall not be liable for any damage, compensation, or claim by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the Residence, or the interruption in

use of the Residence, or the termination of this Agreement by reason of the destruction of the Residence or building.

### **SECTION 18: RENOVATION OF RESIDENCE**

We reserve the right to relocate you to another residence within the Community in the event the Residence occupied by you or the building in which the Residence is located is subject to renovation. In such event, you shall relocate to a residence that is substantially similar to the Residence designated under this Agreement. In the event of such relocation, we shall assume responsibility for your reasonable moving costs. During temporary occupancy of the other residence, you shall pay the Monthly Fee applicable to that residence. Upon completion of the renovations, you may, subject to our approval, elect to remain in the residence you have occupied on a temporary basis, or return to the renovated Residence or the renovated building in which the Residence is located. If you, subject to our approval, choose to remain in the residence you have been occupying, then you shall continue to pay the applicable Monthly Fee, and any applicable refund due to you upon the termination of this Agreement shall be based on the Surrender of that residence. In the event you, subject to our approval, choose to return to the renovated Residence or the building in which the Residence is located, then this Agreement shall terminate and you shall receive any applicable refund. You shall execute a new Continuing Care Agreement – Fee-for-Service with us and pay the then current Entrance Fee and the then current Monthly Fee. All costs associated with relocation to the renovated Residence or the building in which the Residence is located shall be paid by you.

### **SECTION 19: NON-WAIVER OF ACT 82**

No act, agreement or statement of you, or of any individual purchasing care for a resident under any agreement to furnish care to you, shall constitute a valid waiver of any provision of the Continuing Care Provider Registration and Disclosure Act, Act of June 18, 1984, P.L. 391, No. 82 Sections 1-25, 40 P.S. section 3201 *et. seq.*, (Act 82), intended for the benefit or protection of you or the individual purchasing care for you.

### **SECTION 20: INDEMNIFICATION**

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

### **SECTION 21: SUBROGATION**

In the event you are physically injured by an individual or entity not a party to this Agreement, you grant to us a right of subrogation, and authorize us to bring such demands, claims or legal proceedings in your name or on your behalf for purposes of

recovering from any third party or third party's insurer responsible for your injury, the dollar value of all care provided by us to you as a result of any such injury. You shall cooperate and sign any documents necessary to facilitate our ability to exercise our subrogation right. After all costs and expenses incurred by us (including legal fees and charges for care furnished to you by us because of such injury) have been reimbursed to us, the balance of any recovery, will be refunded to you or your estate.

## **SECTION 22: GRIEVANCE PROCEDURE**

**22.1 Reporting Complaints.** If you believe that you are being mistreated in any way or your rights have been or are being violated by staff or another resident, you shall make your complaint known to us. You must first notify us in writing of any such complaints, and provide us with sixty (60) days to resolve the complaint satisfactorily to you before you may pursue mediation and/or arbitration.

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

**22.3 Mandatory, Binding Arbitration.** Arbitration is a specific process of dispute resolution utilized instead of the traditional state or federal court system. Instead of a judge and/or jury determining the outcome of a dispute, a neutral third party ("Arbitrator(s)") chosen by the parties to this Agreement renders the decision, which is binding on both parties. Generally an Arbitrator's decision is final and not open to appeal. The Arbitrator will hear both sides of the story and render a decision based on fairness, law, common sense and the rules established by the Arbitration Association selected by the parties. When Arbitration is mandatory, as it is under this Agreement, it is the only legal process available to the parties. Mandatory Arbitration has been selected with the goal of reducing the time, formalities and cost of utilizing the court system. You or, in the event of your incapacity, your authorized representative have the right to rescind this arbitration clause in accordance with the terms and conditions specified in Section 22.3(h) of this Agreement.

**(a) Contractual and/or Property Damage Disputes.** Unless resolved or settled by mediation, any controversy, dispute, disagreement or claim of any kind or nature, arising from, or relating to this Agreement, or concerning any rights arising from or relating to an alleged breach of this Agreement, with the exception of (1) guardianship proceedings resulting from your alleged incapacity; (2) eviction proceedings initiated by us; (3) collection actions initiated by us for non-payment of stay which results in a financial loss to us; and (4) disputes involving amounts in controversy of less than Twelve Thousand Dollars (\$12,000), shall be settled exclusively by arbitration. This means that you will not be able to file a lawsuit in any court to resolve any disputes or claims that you may have against us. It also means that you are relinquishing or giving up all rights that you may have to a jury trial to resolve any disputes or claims against us. It also means that we are giving up any rights we may have to a jury trial or to bring claims in a court against you. Subject to Section 22.3(f), the Arbitration shall be administered by ADR Options, Inc., in accordance with the ADR Options Rules of Procedure, and judgment on any award rendered by the arbitrator(s) may be entered in any court having appropriate jurisdiction. You acknowledge and understand that there will be no jury trial on any claim or dispute submitted to arbitration, and you relinquish and give up your rights to a jury trial on any matter submitted to arbitration under this Agreement.

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

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

(d) **Right to Legal Counsel.** You have the right to be represented by legal counsel in any proceedings initiated under this arbitration provision. Because this arbitration provision addresses important legal rights, we encourage and recommend that you obtain the advice and assistance of legal counsel to review the legal significance of this mandatory arbitration provision prior to signing this Agreement.

(e) **Location of Arbitration.** The Arbitration will be conducted at a site selected by us, which may be at the Community or at a site within a reasonable distance of Community.

(f) **Time Limitation for Arbitration.** Any request for arbitration of a dispute must be requested and submitted to ADR Options, Inc., with notice to the other party, prior to the lapse of two (2) years from the date on which the event giving rise to the dispute occurred. ADR Options, Inc., is the designated arbitration agency that shall hear disputes specified in Sections 22.3(a-b) of this Agreement. ADR Options, Inc., is an impartial alternative dispute resolution organization that provides a panel of neutral third party arbitrators from which you and Community, upon mutual agreement, shall select an arbitrator to facilitate dispute resolution. In the event ADR Options, Inc., is unable or unwilling to serve, then the request for Arbitration must be submitted to us within thirty (30) days of receipt of notice or other determination of ADR Options, Inc.'s, unwillingness or inability to serve as a neutral arbitrator. We shall select an alternative neutral arbitration service within thirty (30) days thereafter and the selected Arbitration Agency's procedural rules shall apply to the arbitration proceeding. The failure to submit a request for Arbitration to ADR Options, Inc., or an alternate neutral arbitration service selected by us, within the designated time (i.e., two (2) years) shall operate as a bar to any subsequent request for Arbitration, or for any claim for relief or a remedy, or to any action or legal proceeding of any kind or nature, and the parties will be forever barred from arbitrating or litigating a resolution to any such dispute. Contact information for ADR Options, Inc., is as follows:

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

(g) **Allocation of Costs for Arbitration.** The costs of the arbitration shall be borne equally by each party, and each party shall be responsible for their own legal fees.

(h) **Limited Resident Right to Rescind this Mandatory, Binding Arbitration Clause (Section 22.3(a-k) of this Agreement).** You or, in the event of your incapacity, your authorized representative have the right to rescind this arbitration clause by notifying us in

writing within thirty (30) days of the execution of this Agreement. Such notice must be sent via certified mail to the Community, and the notice must be post-marked within thirty (30) days of the execution of this Agreement. The notice may also be hand-delivered to the Community within the same thirty (30) day period. The filing of a claim in a court of law within the thirty (30) days provided for above will automatically rescind the arbitration clause without any further action by you or your authorized representative.

(i) **Not a Condition of Admission or Continued Stay.** Mandatory arbitration is not required as a condition of admission or continued stay in the Community.

(j) **Confidentiality.** You agree that, at all times, you will keep any information regarding the arbitration proceeding, including rulings, decisions and awards by the arbitrator, confidential and will not disclose voluntarily to any third party, except to the extent required by law. You are permitted to disclose that the matter has been resolved, without disclosing the results of the arbitration proceeding.

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

## **SECTION 23: INTENTIONALLY LEFT BLANK**

## **SECTION 24: MISCELLANEOUS PROVISIONS**

**24.1 Entire Agreement.** This Agreement along with applicable addendum(s), constitute the entire Agreement between you and us. We shall not be responsible or liable for any statements, representations, or promises made by any person representing or purporting to represent us, unless such statements, representations, or promises are set forth in this Agreement. Any brochures or advertisements describing us are for the purpose of inviting inquiries only and are not to be relied upon as legally or contractually binding. This Agreement may not be amended except by a subsequent written addendum approved by us and executed by the parties.

**24.2 Your Continuing Disclosure Obligation.** The information regarding your age and financial affairs and your ability to meet the Conditions of Occupancy submitted by you in our admissions forms and related application documents is a material part of this Agreement, and this information is incorporated as a part of this Agreement. You acknowledge that the submission of false information may, in our judgment, constitute grounds for the termination of this Agreement. You must disclose any material changes in your financial situation or your ability to meet the Conditions of Occupancy before and after Occupancy. We may from time to time request verified financial statements and

copies of tax returns from you. The failure to make such disclosure may, in our judgment, constitute grounds to terminate this Agreement.

**24.3 Receipt of Disclosure Statement and Resident Handbook.** You acknowledge receiving a copy of our annual Disclosure Statement and Resident Handbook prior to signing this Agreement. The Resident Handbook is subject to change from time to time and shall not be construed as imposing any contractual obligations on us or granting any contractual rights to you.

**24.4 Community's Modification of Agreement and Policies.** We reserve the right to modify unilaterally this Agreement to conform to changes in law or regulation, and to make modifications in our rules, regulations, policies, and procedures as we deem reasonably appropriate for the safe and efficient operation of the Community.

**24.5 Severability.** If any provision of this Agreement is determined by a judicial or administrative tribunal of proper jurisdiction to be invalid or unenforceable, such provision shall be severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

**24.6 Acts of Forbearance and Enforcement.** No act of forbearance or failure to insist upon prompt performance of any of the terms of this Agreement by us shall be construed as a waiver of any of the rights granted to us, or a limit on our ability to strictly enforce all of the provisions of this Agreement.

**24.7 Binding Effect.** Except as otherwise provided herein, this Agreement shall bind and serve to benefit our successors and assigns, and your heirs, executors, administrators and assigns.

**24.8 Governing Law and Forum Selection.**

(a) This Agreement shall be interpreted according to the laws of the Commonwealth of Pennsylvania.

(b) The parties to this Agreement agree that any and all claims relating to lawsuits, including demands for arbitration, claims or counterclaims, and any claim to enforce this Agreement, that may be filed by either party in contract, tort, equity or by statute arising out of or related to this Agreement and/or any services or care provided to the Resident, will be brought only in the county and state where the community at which you received those services is located. Nothing in this Venue Notice section prevents a resident from filing a complaint with HumanGood or an appropriate governmental agency. If you agree with the Arbitration Agreement, the Arbitration Agreement will control. If the Arbitration Agreement is not signed or not enforced for any reason, this Venue Notice will control.

If you do not agree to this Venue Notice section, please initial here: \_\_\_\_/\_\_\_\_

**24.9 Notice.** Notice, when required by the terms of this Agreement, shall be deemed to have been properly given, if and when delivered personally or, if sent by certified mail, return receipt requested, when postmarked, postage prepaid and addressed as follows:

**To Community:**

The Mansion at Rosemont  
404 Cheswick Place  
Bryn Mawr, PA 19010

**To Resident (Before Occupancy):**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

After Occupancy, notice will be provided to you at the Residence specified in this Agreement.

**24.10 Headings.** Section headings are included solely to provide ease of reference, and are to be given no effect in the interpretation of this Agreement.

**24.11 Limitations on Private Cause of Action.** You may not file or maintain an action under the Continuing Care Provider Registration and Disclosure Act (“ Act”) if you, before filing the action, received an offer, approved by the Insurance Commissioner, to refund all amounts paid by you to us, the facility or person alleged to have violated the Act together with interest from the date of payment, less the reasonable value of care and lodging provided prior to receipt of the offer and you failed to accept the offer within thirty (30) days of its receipt.

**24.12 Consent to Assignment.** You consent to the collateral or other assignment by us of our right, title and interest in this Agreement.

**24.13 Variance Among Continuing Care Agreements.** You understand that the Community has previously entered into, and will prospectively enter into, Continuing Care Agreements with other persons whose agreements may contain terms different from those contained in this Agreement. Despite any such different terms in other Continuing Care Agreements, you understand and agree that this Agreement alone sets forth your

rights and obligations with respect to the Community and that you are not a third-party beneficiary to any other Continuing Care Agreements.

## **SECTION 25: DEFINITIONS OF WORDS AND PHRASES**

**ADDITIONAL OCCUPANT:** An individual who, after you take Occupancy, applies and is accepted for admission to Community to occupy the Residence as a Co-Resident.

**ANCILLARY SERVICES:** Services provided in Personal Care or Wellness Center that are not included in or covered by the Monthly Fee or the Daily Rate.

**APPLICATION FOR RESIDENCY:** The application submitted to Community by those individuals seeking admission to Community.

**ASSIGNMENT OF INSURANCE:** The granting of authority to the Community to apply for and collect insurance benefits from your insurance carrier(s) for services furnished to you or on your behalf by Community.

**CERTIFICATE OF INSURANCE:** A document issued by an insurance carrier reflecting the coverage available under the policy.

**CONDITIONS OF OCCUPANCY:** The health, safety and related requirements for continued Occupancy of the Residence as described in Exhibit C.

**CO-RESIDENT:** One of two individuals who signs a continuing care agreement – fee-for-service to initially occupy one residence.

**DAILY RATE:** The daily charge for Routine Personal Care Services. The Daily Rate does not include charges for Ancillary or Miscellaneous Services.

**DESIGNATED OCCUPANCY DATE:** The date specified in this Agreement on which you must accept Occupancy of the Residence, if available, and on which the Monthly Fee becomes due and payable, unless the Residence is occupied earlier.

**DOUBLE OCCUPANCY:** Two individuals initially residing in a residence as Co-Residents.

**ENTRANCE FEE:** The initial fee charged for admission to the Community.

**FINANCIAL ASSISTANCE POLICY:** Our policy regarding the use of designated funds to assist those residents, who through no fault of their own, are unable to meet the costs of care.

**IN-HOUSE MOVE FEE:** The charge for transferring and moving from the Residence initially designated under this Agreement to another residence.

**LEVEL OF LIVING ASSESSMENT:** A functional evaluation required of all applicants to determine the candidate's basic functional level, including, but not limited to, mobility, nutrition, hygiene, dressing, toileting, health, cognition, behavior, and motivation and is considered in admissions, level of care determinations and transfer decisions.

**LEVEL OF LIVING ASSESSMENT SCALE:** A document utilized by the Level of Living Review Team during a Level of Living Assessment to determine a resident's level of care need.

**LEVEL OF LIVING REVIEW TEAM:** A team comprised of key administrative staff, which may include the Executive Director and representatives from Nursing, Resident Support Services, Dining Services, and Therapy Services, that reviews, discusses, and makes decisions regarding appropriate levels of care for all residents of Community. The members of the team are subject to change from time to time.

**MISCELLANEOUS FEE SCHEDULE:** A Community publication reflecting current charges for Ancillary and Miscellaneous Services rendered by the Community.

**MISCELLANEOUS SERVICES:** Optional services provided at your request in exchange for additional charges.

**MONTHLY FEE:** The charge per month for Occupancy of the Residence.

**OCCUPANCY:** The right of possession and use of the Residence.

**PERSONAL CARE:** The licensed personal care facility of Community.

**PERSONAL CARE SERVICES:** Assistance with or supervision in activities of daily living and/or instrumental activities of daily living in Personal Care in exchange for the Daily Rate.

**PRIORITY ACCESS:** Residents under Continuing Care Agreements will have access to Personal Care over others seeking those services.

**RESERVATION FEE:** The amount paid by you to reserve the Residence. This fee is non-refundable except as otherwise provided in this Agreement.

**RESIDENCE:** The apartment designated under this Agreement for Occupancy by you.

**RESIDENT HANDBOOK:** A Community publication reflecting the rules, regulations, policies, and procedures of the Community. You are obligated to comply with our rules,

regulations, policies, and procedures reflected in this publication. The Resident Handbook should not be construed as a contract. It does not grant any contractual rights, and it is subject to change from time to time.

**SECOND PERSON MONTHLY FEE:** The fee for an Additional Occupant or Co-Resident of the Residence. This charge is added to the Monthly Fee.

**SINGLE OCCUPANCY:** One individual initially residing in a residence.

**SURRENDER:** To cease Occupancy of the Residence, to remove all possessions from it, and to return all keys to it.

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

**AGREEMENT AUTHORIZATIONS AND SIGNATURES**

You hereby acknowledge reading this Agreement in its entirety, understanding its provisions, and having been provided an opportunity to consult with personal advisors, including legal counsel, regarding its terms.

IN WITNESS WHEREOF, we have caused this Agreement to be signed by our authorized representative, and you have hereunto affixed your signature(s), the day and year first above written.

Witness: HumanGood Pennsylvania  
d/b/a The Mansion at Rosemont

\_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Representative  
Date: \_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Resident/Co-Resident  
Date: \_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Co-Resident  
Date: \_\_\_\_\_

## NOTICE OF RIGHT TO RESCIND

Date rescission period begins     xxx 2020    . You may rescind and terminate your Continuing Care Agreement – Fee-for-Service without penalty or forfeiture within seven (7) days of the above date. You are not required to move into the continuing care facility before the expiration of this seven (7) day period. No other agreement or statement you sign shall constitute a waiver of your right to rescind your Continuing Care Agreement – Fee-for-Service within this seven (7) day period.

To rescind your Continuing Care Agreement – Fee-for-Service, mail or deliver a signed and dated copy of this notice, or any other dated written notice, letter or telegram, stating your desire to rescind to the following address:

The Mansion at Rosemont  
404 Cheswick Place  
Bryn Mawr, PA 19010

Not later than midnight of xxxx (last day for rescission).

Pursuant to this notice, I hereby cancel my Continuing Care Agreement – Fee-for-Service.

Date: \_\_\_\_\_

PROSPECTIVE RESIDENT'S SIGNATURE

\_\_\_\_\_  
\_\_\_\_\_

**RESIDENT-HOME CONTRACT - 55 Pa.Code § 2600.25(d)**

**RENT REBATES**

The home  WILL  WILL NOT collect a portion of the resident's rent rebate funds as restricted under 62 P.S. § 1057.3(a)(7) (relating to rules and regulations for personal care homes and assisted living residences) and 55 Pa.Code § 2600.25(d) (relating to resident-home contract).

If the home WILL collect a portion of the resident's rebate funds, please answer the following:

1. The dollar amount OR percentage of the rent rebate to be collected will be:

\_\_\_\_\_

2. The home's intended use of the revenue collected from the resident's rent rebate is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I have had the home's rent rebate policy explained to me and have had the opportunity to ask questions about it.

\_\_\_\_\_  
Resident Signature Date Signed

\_\_\_\_\_  
Designated Person Signature Date Signed

\_\_\_\_\_  
Resident's Mark (if unable to sign) Date Signed

\_\_\_\_\_  
Witness to Resident's Mark Date Signed

COMMONWEALTH OF PENNSYLVANIA



## EXHIBIT "A"

The following items will be provided by Community as part of the Residence:

- Kitchen stove
- Refrigerator
- Dishwasher
- Microwave
- Garbage disposal
- Washer and dryer
- Window treatments
- Floor coverings

**EXHIBIT "B"**

**TERMS PAGE**

**1<sup>st</sup> Resident Name:**

**Entrance Fee:**

**2<sup>nd</sup> Resident Name:**

**Apartment #:**

**Occupancy Date:**

**A. Reservation Fee, Entrance Fee, Monthly Fee and Second Person Monthly Fee associated with your choice of Residence are as follows:**

TOTAL ENTRANCE FEE	\$_____
Reservation Fee	\$_____
Initial 10% Deposit	\$_____
Entrance Fee Balance	\$_____
Monthly Fee	\$_____ (second person)_____
Second Person Monthly Fee	\$__n/a_____

**B. Election for non-entrance fee rental contract:**

Reservation Fee*	\$_____
Monthly Fee	\$_____
Second Person Monthly Fee	\$_____

\*Reservation fee on non-entrance fee rental contract is applied to monthly fee in first month of occupancy.

**C. Services**

1. Utilities. We shall provide your Residence with water, heat, electricity, air conditioning, sewer and refuse collection as part of the Monthly Fee.

2. Telephone. All telephone service charges, including connection charges, are not included in the Monthly Fee and shall be paid by you.

3. Housekeeping. We will be responsible for housekeeping in all public areas and will provide housekeeping services on a weekly basis in accordance with our policy described in the Resident Handbook, which is subject to change from time to time. These services are included in the Monthly Fee. There will be no credit for housekeeping service when you are away from the Community. If the Residence is not kept in sanitary condition, we reserve the right to require additional housekeeping services at your expense.

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

IN WITNESS WHEREOF, we have caused this Terms Page to be signed by our authorized representative, and you have hereunto affixed your signature(s), the day and year first above written.

Witness:

HumanGood Pennsylvania  
d/b/a The Mansion at Rosemont

\_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
**Authorized Representative**  
Date: \_\_\_\_\_

Witness:

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
**Resident/ Co-Resident**  
Date: \_\_\_\_\_

Witness:

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Co-Resident  
Date: \_\_\_\_\_

**EXHIBIT C**  
**CONDITIONS of OCCUPANCY of CONTINUING CARE RESIDENCE**

An applicant/resident must satisfy the following conditions of occupancy in order to qualify for residency in a residence and/or to remain a resident:

1. Possess the ability to meet one's individual personal care needs (e.g., eating, drinking, personal hygiene) so as to reside safely in the residence.
2. Maintain one's self and the residence in a safe and sanitary manner so as not to pose a threat or danger to one's health or safety or the health or safety of others in the community.
3. Maintain the ability to reside safely in the residence without becoming disoriented as to person, place and/or time so as to be at risk of elopement or other actions, including socially offensive or aggressive behaviors, which would endanger the resident or threaten the safety or well-being of other residents.
4. Demonstrate that, upon applicant's/resident's request for a reasonable accommodation to remain in the residence, such reasonable accommodation shall be secured with appropriate and qualified assistance, and, if requested by Community, by the execution of and compliance with the Aging-in-Place Addendum or equivalent, and demonstrate sufficient resources to pay for such reasonable accommodation without impairing one's financial obligations to Community and without prematurely depleting such resources as determined by Community.
5. Demonstrate sufficient financial resources to meet all financial requirements of residency.

Effective: \_\_\_\_\_

Acknowledgment: \_\_\_\_\_

\_\_\_\_\_

# Exhibit C

## ADDENDUM TO CONTINUING CARE AGREEMENT

This Addendum ("Addendum") to Continuing Care Agreement - Fee-For-Service is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between HumanGood Pennsylvania d/b/a The Mansion at Rosemont, a Pennsylvania non-profit corporation, (called "Community," and referred to by the words "we," "us" and "our"), and \_\_\_\_\_ (called "Resident," and referred to by the words "you" and "your" and when two individuals sign this Agreement for Double Occupancy, they are called collectively "Resident," "you" and "your" where the context permits, and individually "Co-Resident") for admission of Resident to the Community for Occupancy of \_\_\_\_\_ (called "Residence").

### RECITALS

- A. On \_\_\_\_\_, 20\_\_\_\_, Resident entered into a Continuing Care Agreement - Fee-For-Service (the "Agreement") with Community relating to Resident's residence at the Community.
- B. Community has decided to offer, and Resident desires to select, the Estate Preservation Plan identified herein, which the parties desire to incorporate into the Agreement pursuant to this Addendum.
- C. Community and Resident agree to be bound by the terms and conditions of this Addendum.

Therefore, in consideration of the mutual covenants contained herein, Community and Resident agree as follows:

1. **Recitals**: The above recitals are hereby incorporated into this Addendum by reference.
2. **Amendment of Section 6.3 to Add Estate Preservation Plans**: Section 6.3 of the Agreement is hereby amended to add the following subsections (c) and (d):

(c) **Estate Preservation Plan -50% Refundable**. As of the Designated Occupancy Date or actual date of Occupancy, whichever is earlier, two percent (2%) of the Entrance Fee shall be earned immediately in full by us. Thereafter, forty-eight percent (48%) of the Entrance Fee shall be amortized at the rate of three percent (3%) per month over a period of sixteen (16) months beginning in the month of the Designated Occupancy Date or actual date of Occupancy, whichever is earlier. The other fifty percent (50%) of the Entrance Fee shall not be subject to amortization under this plan.

(d) **Estate Preservation Plan -75% Refundable.** As of the Designated Occupancy Date or actual date of Occupancy, whichever is earlier, four percent (4%) of the Entrance Fee shall be earned immediately in full by us. Thereafter, twenty one percent (21%) of the Entrance Fee shall be amortized at the rate of three percent (3%) per month over a period of seven (7) months beginning in the month of the Designated Occupancy Date or actual date of Occupancy, whichever is earlier. The other seventy-five percent (75%) of the Entrance Fee shall not be subject to amortization under this plan.

3. **Resident Election of Estate Preservation Plan:** Resident hereby selects, and Community hereby agrees to provide, the following Estate Preservation Plan pursuant to Section 6.3 of the Agreement, as amended herein:

**Estate Preservation Plan - 50% Refundable**

**Estate Preservation Plan - 75% Refundable**

4. **Agreement:** Resident and Community hereby agree that the Agreement shall be amended by this Addendum, and, as so amended, shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this Amendment to be signed by our authorized representative, and you have hereunto affixed your signature(s), the day and year first above written.

HumanGood Pennsylvania  
d/b/a The Mansion at Rosemont

By:

\_\_\_\_\_

—

Authorized Representative

Resident/Co-Resident

By:

\_\_\_\_\_

—

# Exhibit D

**THE MANSION AT ROSEMONT  
PERSONAL CARE ADMISSION AGREEMENT**

This Personal Care Admission Agreement (“Agreement”) is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between The Mansion at Rosemont (“Our Community”), an entity owned by HumanGood Pennsylvania, and \_\_\_\_\_ (referred to below as “You”).

- A. Our Community is a licensed personal care home located in Rosemont, Pennsylvania offering services to individuals 62 years of age and older.
- B. You are an individual in need of the services that Our Community provides and You desire to be admitted to Our Community for the provision of those services within the capability of Our Community.

NOW THEREFORE, in consideration of the terms and covenants contained in this Agreement, the parties agree as follows:

**1. Residence**

- a. You will reside in \_\_\_\_\_ (residence number) in Our Community.

**2. Services**

- a. Our Community shall provide to You assistance with Activities of Daily Living (“ADLs”): Instrumental activities of daily living and personal hygiene as indicated in the Resident’s Assessment and Support Plan. These assistance services shall be provided as part of the daily room rate (“Daily Rate”), which also includes room and board, linen/ laundry service and activities designed to promote Your active involvement with other residents, Your family and the community.
- b. Your Support Plan. Based on Our Community assessment of You, Our Community shall develop and implement a support plan within thirty (30) days after Your Admission. The support plan is a written document that describes Your care, service or treatment needs. The support plan shall be attached to this Agreement and may be subject to change from time to time.
- c. Our Community provides two different levels of care depending on Your care needs as determined by utilizing the Level of Care Assessment Tool, which is attached as Exhibit F and is subject to change from time to time.

The charges for each level of care are reflected on the Schedule of Rates and Charges, which is subject to change from time to time. You have been advised and acknowledge that Our Community, in its sole discretion, has the right to assess You as Our Community may deem reasonably appropriate and that You may be reassigned to another level of care based on Your care needs, which are determined by utilizing the Level of Care Assessment Tool.

- d. Our Community also provides additional services (“Additional Services”), such as transportation, beauty and barber services, etc.
- e. Pursuant to Your Support Plan, You may need other services, such as physical, occupational and/or speech therapy, physician, dentist and/or podiatrist services, medications (both prescription and over-the-counter), ambulance transport, etc. These services are not included in any of the rates and charges of Our Community. They may be covered in whole, or in part, by third party insurers. Our Community provides for some of these services at scheduled times on site; however, You are not restricted to using on-site providers. Providers will bill You separately.
- f. You hereby acknowledge that You have been advised verbally of the current Daily/Monthly Rate, the “Personal Care Premium Fee” and charges for Additional Services and that a written schedule of rates and charges is being provided to You as an addendum to, and incorporated into, this Agreement (attached as Exhibit C).

### **3. Payment for Services**

- a. Daily Rate. You shall be responsible to pay the Daily/Monthly Rate of Our Community, or the monthly fee established under Your life care agreement.
- b. “Personal Care Premium Fee.” If You have been determined by Our Community to require “Personal Care Premium,” You shall be responsible to pay the “Personal Care Premium Fee.”
- c. Additional Services. You shall also be responsible for payment of Additional Services provided to You.
- d. Payment Dates. Each month, You will receive a statement, which includes the monthly fee due for the current month’s room and board (at the Daily Rate), the “Personal Care Premium Fee” for the current month, if applicable, and any charges for Additional Services from the previous month.
- e. All bills by Our Community to You are due and payable upon receipt. Payments may be made at Our Community, or mailed.
- f. Collections/Late Payments. You shall be responsible to pay all actual attorney’s fees and costs incurred by Our Community relative to the collection of any amounts ninety (90) days past due.
- g. Resident Funds. You certify that You have at least \$60.00 per month for personal expenses.
- h. Change in Charges. Our Community reserves the right to increase or decrease the Daily Rate, “Personal Care Premium Fee” and charges for Additional Services provided to You. Our Community shall notify You not less than thirty (30) days prior to the expected increase or decrease.
- i. Failure to Pay for Services. In the event You do not pay for services provided by

Our Community, You shall be discharged for nonpayment of stay.

#### **4. Admission Information**

- a. Application Forms. You will complete an application for admission and a confidential financial statement.
- b. Required Medical Evaluation. You must have a medical evaluation by a physician, physician's assistant, or certified registered nurse practitioner documented on a form specified by the PA Department of Public Welfare within sixty (60) days prior to admission, or within thirty (30) days after admission.
- c. Disclosure of Financial Information. Our Community reserves the right to require You, upon request, to update the financial information disclosed at the time of admission.
- d. Transfers of Assets. You represent that You have not transferred and shall not transfer after the execution of this Agreement any of Your assets, such that Your ability to meet Your financial obligations under this Agreement is impaired.

#### **5. Assessments, Medical Evaluations and Support Plan**

- a. Pre-admission Screening. Admission to Our Community is conditioned upon You completing to the satisfaction of Our Community a pre-admission screening, including a mobility assessment within thirty (30) days prior to admission, which indicates that Your needs can be met by the services provided by Our Community.
- b. Initial Assessment. Our Community will perform an initial assessment on You within fifteen (15) days of Your admission to Our Community. This assessment and Your required medical evaluation will be used to develop a support plan for You.
- c. Medical Evaluations. You will be required to have a medical evaluation at least annually, or if Your medical condition changes prior to the annual medical evaluation.
- d. Annual Assessments. Our Community shall develop and implement a written support plan for You within thirty (30) days after admission to Our Community. You may participate in the development and implementation of Your support plan and may include Your Designated Person, if any, in making decisions about the services to be provided to You. Your support plan shall be revised within thirty (30) days upon: i) completion of the annual assessment; or ii) changes in Your needs as indicated on the current assessment. The support plan, upon initial completion and any subsequent revisions, shall be attached to this Agreement. The service needs addressed in the support plan shall be available to You every day during Your stay in Our Community, unless the support plan provides otherwise.
- e. Revisions to Your Support Plan. Our Community will revise Your Support Plan following an assessment, or if Your needs change.

#### **6. Conditions for Termination, Notice Requirements and Refunds**

- a. Termination by You.
- i. You may rescind this Agreement in writing within seventy-two (72) hours after You sign it (See Exhibit D for “Notice of Right to Rescind” form). If You rescind this Agreement, You will be responsible to pay only for the services You received from Our Community.
  - ii. After the 72 hour rescission period has ended, you may terminate this Agreement for any reason upon thirty (30) days’ written notice to Our Community. Except in the case of an emergency transfer or death, if You do not give the required 30 days’ written notice, You will be responsible for payment of the Daily Rate for each day of the required notice, regardless of whether You still resided at Our Community.
- b. Grounds for Transfer or Discharge of You by Our Community. Our Community has the right to transfer or discharge You for the following reasons:
- i. If You are a danger to Yourself or others;
  - ii. If Our Community determines that Your needs can no longer be met at Our Community;
  - iii. If meeting Your needs would require a fundamental alteration in Our Community’s program or building site, or would create an undue financial or programmatic burden on Our Community;
  - iv. If You fail to pay for services under this Agreement and Our Community has made reasonable efforts to collect Your outstanding amount due;
  - v. Repeated violations by You of Our Community’s rules; or
  - vi. If the PA Department of Public Welfare closes Our Community.
  - vii. If the legal entity chooses to voluntarily close Our Community, or a portion of Our Community.
- c. Notice of Transfer or Discharge. Our Community shall provide You with not less than thirty (30) days’ written notice prior to Your transfer or discharge, unless a delay in transfer or discharge would jeopardize the health, safety, or well-being of you or others in Our Community, as certified by a physician, or the Pennsylvania Department of Public Welfare.
- d. Closure of Our Community. Our Community reserves the right to terminate this Agreement upon closure of Our Community. In the event that Our Community intends to close, Our Community shall provide You with thirty (30) days’ written notice of intent to close. You shall be responsible to pay all fees incurred prior to the date of termination.

- 7. Termination.** Upon termination of this Agreement, neither party shall have any further obligations except obligations incurred prior to the date of termination and as otherwise set forth in this Agreement.
- 8. Temporary Transfers; Extended Absences.** In the event that You require hospitalization or nursing care, or are absent from the Our Community for an extended period of time, You may retain Your residence at Our Community by continuing to pay the Daily Rate.
- 9. Refunds.** In the event of Your death, or your permanent transfer or discharge from Our Community, Our Community shall refund the following amount to Your personal representative or guardian within thirty (30) days of the date Your room is cleared of Your personal property:
- a. The amount of the difference between any payment made by You for monthly charges for “elder care services” (as defined below) and the cost of the “elder care services” actually provided to You.
  - b. Elder care services are services or treatments provided to meet a resident’s need for personal care or health care, including, but not limited to assistance with activities of daily living, physical, occupational or speech therapy and medical social services. Room and board is not included in elder care services.
- 10. Inventory and Storage of Your Personal Property After Death.** Our Community shall contact Your representative or guardian within twenty-four (24) hours of Your death to arrange for an inventory of Your personal property.
- a. If Your representative or guardian is unable to claim Your personal property within ten (10) business days after Your death, Our Community, after completing an inventory, may place Your personal property in storage for up to thirty (30) days.
  - b. If Your property is unclaimed after the storage period of thirty (30) days, Our Community shall send notice by certified mail stating that Your personal property will be disposed of at the end of an additional fourteen (14) day period.
  - c. If Your personal property is unclaimed following the additional fourteen (14) day period, Our Community shall dispose of the property.
- 11. Furniture and Furnishing Provided by Our Community.** You will be provided with a bed and mattress, a chair, pillows, bed linens and blankets, a chest of drawers and closet space, a bedside table or shelf, a mirror, a lamp, towels, washcloths and soap. If you prefer to provide some or all of Your own furniture and/or furnishings, You will be permitted to do so.
- 12. Your Personal Property.** You shall be permitted to keep and use personal clothing and possessions as space in Our Community permits unless to do so would infringe upon the rights of other residents, as reasonably determined by Our Community. Our Community shall provide You with a lockable location in which You can keep Your cash or other personal valuables. Our Community shall not be responsible for cash or other personal valuables, which are not kept in a lockable location.

- 13. **Visitors.** You shall be permitted to have visitors at Our Community seven (7) days a week, 24 hours a day.
- 14. **Indemnification.** You will defend, indemnify and hold Our Community harmless from any and all claims, liabilities, damages, costs or expenses (including reasonable attorneys' fees) arising from or resulting in any manner from any of Your acts or omissions, which damage or injure any person, or the property of any person, or of Our Community.
- 15. **Designated/Responsible Person.** You have the right to identify a Designated Person who shall be entitled to receive notice in the event of an emergency, termination of service, personal care home closure, or other situations as indicated by You, or as required by law. You are not required to name a Designated Person.

Resident elects to name \_\_\_\_\_,  
 \_\_\_\_\_, as the Designated Person. The Designated Person may also be the Responsible Person or Guarantor, if you so choose.

- 16. **Designated/Responsible Person for Payment.** The following individual(s) are responsible for payment and are required to pay all applicable charges in accordance with this Agreement:

\_\_\_\_\_ Resident \_\_\_\_\_ (Initials)

\_\_\_\_\_ Responsible Person \_\_\_\_\_ (Initials)

\_\_\_\_\_ Guarantor \_\_\_\_\_ (Initials)

**17. Grievance Procedure**

**Reporting Complaints.** If you believe that you are being mistreated in any way or your rights have been or are being violated by staff or another resident, you shall make your complaint known to us. You must first notify us in writing of any such complaints, and provide us with sixty (60) days to resolve the complaint satisfactorily to you before you may pursue mediation and/or arbitration.

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

directly to arbitration. The costs of the mediation shall be borne equally by each party, and each party shall be responsible for their own legal fees.

**Mandatory, Binding Arbitration.** Arbitration is a specific process of dispute resolution utilized instead of the traditional state or federal court system. Instead of a judge and/or jury determining the outcome of a dispute, a neutral third party (“Arbitrator(s)”) chosen by the parties to this Agreement renders the decision, which is binding on both parties. Generally an Arbitrator’s decision is final and not open to appeal. The Arbitrator will hear both sides of the story and render a decision based on fairness, law, common sense and the rules established by the Arbitration Association selected by the parties. When Arbitration is mandatory, as it is under this Agreement, it is the only legal process available to the parties. Mandatory Arbitration has been selected with the goal of reducing the time, formalities and cost of utilizing the court system. You or, in the event of your incapacity, your authorized representative have the right to rescind this arbitration clause in accordance with the terms and conditions specified in Section 17(h) of this Agreement.

(a) **Contractual and/or Property Damage Disputes.** Unless resolved or settled by mediation, any controversy, dispute, disagreement or claim of any kind or nature, arising from, or relating to this Agreement, or concerning any rights arising from or relating to an alleged breach of this Agreement, with the exception of (1) guardianship proceedings resulting from your alleged incapacity; (2) eviction proceedings initiated by us; (3) collection actions initiated by us for non-payment of stay which results in a financial loss to us; and (4) disputes involving amounts in controversy of less than Twelve Thousand Dollars (\$12,000), shall be settled exclusively by arbitration. This means that you will not be able to file a lawsuit in any court to resolve any disputes or claims that you may have against us. It also means that you are relinquishing or giving up all rights that you may have to a jury trial to resolve any disputes or claims against us. It also means that we are giving up any rights we may have to a jury trial or to bring claims in a court against you. Subject to Section 17(f), the Arbitration shall be administered by ADR Options, Inc., in accordance with the ADR Options Rules of Procedure, and judgment on any award rendered by the arbitrator(s) may be entered in any court having appropriate jurisdiction. You acknowledge and understand that there will be no jury trial on any claim or dispute submitted to arbitration, and you relinquish and give up your rights to a jury trial on any matter submitted to arbitration under this Agreement.

(b) **Personal Injury or Medical Malpractice.** Unless resolved or settled by mediation, any claim that you may have against us for any personal injuries sustained by you arising from or relating to any alleged medical malpractice, inadequate care, or any other cause or reason while residing in Community, shall be settled exclusively by arbitration. This means that you will not be able to file a lawsuit in any court to bring any claims that you may have against us for personal injuries incurred while residing in Community. It also means that you are relinquishing or giving up all rights that you may have to a jury trial to litigate any claims for damages or losses allegedly incurred as a result of personal injuries sustained while residing in Community. Subject to Section 17 (f), the Arbitration shall be administered by ADR Options, Inc., in accordance with the ADR Options Rules of Procedure, and judgment on any award rendered by the arbitrator(s) may be entered in any court having appropriate jurisdiction. You acknowledge and understand that there will be no jury trial on any

claim or dispute submitted to arbitration, and you relinquish and give up your right to a jury trial on any claims for damages arising from personal injuries to you which are submitted to arbitration under this Agreement.

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

(d) Right to Legal Counsel. You have the right to be represented by legal counsel in any proceedings initiated under this arbitration provision. Because this arbitration provision addresses important legal rights, we encourage and recommend that you obtain the advice and assistance of legal counsel to review the legal significance of this mandatory arbitration provision prior to signing this Agreement.

(e) Location of Arbitration. The Arbitration will be conducted at a site selected by us, which may be at the Community or at a site within a reasonable distance of Community.

(f) Time Limitation for Arbitration. Any request for arbitration of a dispute must be requested and submitted to ADR Options, Inc., with notice to the other party, prior to the lapse of two (2) years from the date on which the event giving rise to the dispute occurred. ADR Options, Inc., is the designated arbitration agency that shall hear disputes specified in Sections 17(a-b) of this Agreement. ADR Options, Inc., is an impartial alternative dispute resolution organization that provides a panel of neutral third party arbitrators from which you and Community, upon mutual agreement, shall select an arbitrator to facilitate dispute resolution. In the event ADR Options, Inc., is unable or unwilling to serve, then the request for Arbitration must be submitted to us within thirty (30) days of receipt of notice or other determination of ADR Options, Inc.'s, unwillingness or inability to serve as a neutral arbitrator. We shall select an alternative neutral arbitration service within thirty (30) days thereafter and the selected Arbitration Agency's procedural rules shall apply to the arbitration proceeding. The failure to submit a request for Arbitration to ADR Options, Inc., or an alternate neutral arbitration service selected by us, within the designated time (i.e., two (2) years) shall operate as a bar to any subsequent request for Arbitration, or for any claim for relief or a remedy, or to any action or legal proceeding of any kind or nature, and the parties will be forever barred from arbitrating or litigating a resolution to any such dispute. Contact information for ADR Options, Inc., is as follows:

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

(g) Allocation of Costs for Arbitration. The costs of the arbitration shall be borne equally by each party, and each party shall be responsible for their own legal fees.

(h) Limited Resident Right to Rescind this Mandatory, Binding Arbitration Clause (Section 17(a-k) of this Agreement). You or, in the event of your incapacity, your authorized representative have the right to rescind this arbitration clause by notifying us in writing within thirty (30) days of the execution of this Agreement. Such notice must be sent via certified mail to the Community, and the notice must be post-marked within thirty (30) days of the execution of this Agreement. The notice may also be hand-delivered to the Community within the same thirty (30) day period. The filing of a claim in a court of law within the thirty (30) days provided for above will automatically rescind the arbitration clause without any further action by you or your authorized representative.

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

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

(k) Severability of Arbitration Clause (Section 17(a-k) of this Agreement). If any provision of this arbitration clause is determined by a judicial or administrative tribunal of proper jurisdiction to be invalid or unenforceable, such provision shall be severed and the balance of this arbitration clause shall remain in full force and effect.

## 18. Miscellaneous.

- a. Non-Discrimination. HumanGood Pennsylvania believes that the fair and equitable treatment of employees, residents and other persons is critical to fulfilling its mission and goals.

HumanGood Pennsylvania shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and shall not make a distinction on the basis of race, color, religion, gender, sexual orientation, disability or national origin in the treatment of residents, the use of equipment and other facilities and the assignment of personnel to provide services, except as provided by law.

- b. Rules and Regulations. You shall comply fully with all governmental laws and regulations, the provisions of this Agreement and Our Community's rules, regulations, policies and procedures as published in the Personal Care Handbook, or other documents or publications made available by Our Community. Our Community reserves the right to amend or change its rules, regulations, policies and procedures. A copy of the Personal Care Handbook containing an explanation of Our Community's rules, regulations, policies and procedures shall be provided to you upon admission. Our Community's rules, regulations, policies and procedures

shall not be construed as imposing any contractual obligations on Our Community, or granting any contractual rights to You and are subject to change from time to time.

- c. No Smoking Policy. Our Community is a smoke-free building. Smoking is not permitted inside Our Community.
- d. Personal Funds. You have the right to manage Your own personal funds. Our Community does not provide financial management services to you.
- e. Fire Drills. Our Community is required by law to conduct fire drills at least monthly. You hereby agree to participate in all fire drills.
- f. Compliance with Laws. Our Community shall comply with all applicable federal and state laws, including laws related to the confidentiality of Your records and health information.
- g. Governing Law and Forum Selection. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, notwithstanding any conflict of laws provisions to the contrary.

The parties to this Agreement agree that any and all claims relating to lawsuits, including demands for arbitration, claims or counterclaims, and any claim to enforce this Agreement, that may be filed by either party in contract, tort, equity or by statute arising out of or related to this Agreement and/or any services or care provided to the Resident, will be brought only in the county and state where the community at which you received those services is located. Nothing in this Venue Notice section prevents a resident from filing a complaint with HumanGood or an appropriate governmental agency. If you agree with the Arbitration Agreement, the Arbitration Agreement will control. If the Arbitration Agreement is not signed or not enforced for any reason, this Venue Notice will control.

If you do **not** agree to this Venue Notice section, please initial here: \_\_\_\_/\_\_\_\_

- h. Severability. If any term or provision of this Agreement, or the application thereof, to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected and each term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.
- i. Assignment. You may not assign this Agreement.
- j. Waiver. The waiver by Our Community of a breach of any provision of this Agreement by You shall not operate or be construed as a waiver of any subsequent breach by You.
- k. Notices. Any notice required or permitted to be given under this Agreement shall be deemed properly given if in writing and if mailed by regular mail in the case of Your legal representative, delivered to Your residence in the case of notices to You, or to

the principal office of Our Community in the case of notice to Our Community. The effective date of any such notice shall be the date of mailing, or the date of personal delivery, whichever is applicable. The address to which notice shall be sent may be changed by a written notice given pursuant to this Paragraph.

- I. Change in Law. Our Community reserves the right to amend this Agreement upon thirty (30) days' written notice to You, if any change in federal, state and local laws, regulations, policy and/or interpretation of the same, shall impair the continuing validity and/or effectiveness of any material provisions of this Agreement.
  
- m. Acknowledgment of Receipt of Notice of Privacy Practices, Resident Rights and Complaint Procedure. You acknowledge receipt of:

- i. Resident Rights Exhibit A
- ii. Our Community Complaint Procedure and Contact Information Exhibit B
- iii. Schedule of Rates and Charges Exhibit C
- iv. Notice of Right to Rescind Exhibit D
- v. HIPAA Notice of Privacy Practices Exhibit E
- vi. Activities of Daily Living "Personal Care Premium"  
Assessment Tool Exhibit F

**BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THE FOREGOING AGREEMENT AND THAT YOU HAVE HAD AN OPPORTUNITY TO ASK QUESTIONS**

**ABOUT THE AGREEMENT.**

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS Agreement as of the date first above written.

**THE MANSION AT ROSEMONT**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Printed)

**RESIDENT**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Printed)

And/or

**RESIDENT'S LEGAL REPRESENTATIVE**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Printed)

If this Agreement is being executed by someone other than the Resident (i.e. the Resident's agent under a Power of Attorney or the Resident's guardian), a copy of the Power of Attorney document or Orphans' Court appointment of the guardian must be provided to Our Community at the time this Agreement is signed.

A copy of the signed Agreement shall be given to the Resident and a copy is to be filed in the Resident's record.

## **EXHIBIT A**

### **COMMONWEALTH OF PENNSYLVANIA ADULTS RESIDENTIAL LICENSING PERSONAL CARE HOMES**

#### **RESIDENT RIGHTS**

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

## RESIDENT RIGHTS

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

End

## EXHIBIT B

### COMPLAINT PROCEDURE

Residents and others may file complaints with any team member. Complaints may be presented verbally or in writing. The Administrator or his/her designee is responsible for investigating the complaint. The method of investigation may include personal interviews, record reviews, policy reviews, referral to applicable agencies or authorities, with the intent to resolve the concern to the complainant's satisfaction.

Resident and others may file complaints without retaliation or the threat of retaliation.

Our Community will assist residents who need assistance in reducing a complaint to writing.

Within two (2) business days after a written complaint has been submitted to Our Community, Our Community will provide a status report to the complainant.

Within seven (7) days after a written complaint has been submitted to Our Community, community will provide a written decision explaining Our Community's findings. If the complaint has been validated, Our Community will also explain the action it is taking to resolve the complaint.

Residents and others may also file complaints with:

**DPW-Southeast Regional Office**

1001 Sterigere Street,  
Room 161, Building 2  
Norristown State Hospital  
Norristown, PA 19401  
610-270-1137  
1-866-711-4115

**Delaware Co. for Aging & Adult Services**

206 Eddystone Avenue, 2<sup>nd</sup> Floor  
Eddystone, P A 19022-1594  
610-490-1300  
1-800-416-4504

**Pennsylvania Protection & Advocacy.**

**Inc.** 1414 N. Cameron Street, Suite C  
Harrisburg, PA 17103  
1-800-692-7443  
1-877 -375-7139 (TTY)

**Radnor Police Dept.**

301 Iven Avenue  
Wayne, PA 19087-5297  
61 0-688-5600

**Commonwealth Information Center 1-**

**800-932-0784**  
Monday-Friday, 8 a.m. - 5 p.m.

### PENNSYLVANIA PERSONAL CARE COMMUNITY COMPLAINT HOTLINE

**1-877-401-8835**

# The Mansion at Rosemont

a human good community

## 2025 Ancillary Charges

### Respite Room and Board Rate

Residential Living	\$	175.00	per day
Personal Care	\$	263.00	per day

### Guest Meal Charges

Breakfast	\$	10.00	
Lunch	\$	15.00	
Dinner	\$	20.00	
Holiday/Special Invite	\$	25.00	
Room Service Delivery (Not due to illness)	\$	5.00	per delivery
Children under 10		Half Price	
Children under 5		Free	
Reusable Green Container Annual Subscription	\$	30.00	per year

### Transportation

Pricing based on location and driver availability	\$	15.00 - 40.00	per resident
<i>*See Transportation Services guide for more information*</i>			
Medical Escort	\$	36.00	per hour
Group scheduled transportation in <b>complimentary</b> . Verify to community calendar.			
<i>*Cost of Activities, such as admission prices, varies by location.*</i>			

### Miscellaneous Services and Supplies

Guest Room Charges			
1 Bedroom Suite	\$	175.00	per night
Studio Apartment	\$	150.00	per night
Front Door Key	\$	25.00	
FOB Replacement	\$	20.00	
Mailbox Key	\$	10.00	
Storage Unit Key	\$	10.00	
Carpet shampooing (beyond initial quarterly shampooing)			
Studio Apartment	\$	100.00	
Additional Rooms	\$	25.00	per room
Apartment Clean Out/Furniture Disposal	\$	750.00	
Therapy Services: Co-pays not covered by insurance plan			
Medications: Billed through pharmacy vendor and based on prescription plan.			
Nurse Call Pendant	\$	250.00	
<i>Residential Living residents pay for an initial pendant, as well as any replacements.</i>			
<i>PC &amp; MS residents receive an initial pendant at no charge. They are responsible for any replacements.</i>			
WanderGuard	\$	300.00	

### Health and Personal Care Supplies

See separate pricing sheet.

### Salon

See separate pricing sheet.

### Other

Non-sufficient funds returned check	\$	45.00	per check
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**EXHIBIT D**

**NOTICE OF RIGHT TO RESCIND**

You may rescind your Personal Care Move In Agreement without penalty or forfeiture within seventy-two (72) hours of the date you signed the agreement. No other agreement or statement you sign shall constitute a waiver of your right to rescind your Personal Care Move In Agreement within the seventy-two (72) hour period

If you rescind your agreement, you will owe our community for any services you received from our community prior to rescission.

To rescind your Personal Care Move In Agreement, mail or deliver a signed and dated copy of this, or any other written notice, letter or telegram, stating your desire to rescind to:

Executive Director \_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
RESIDENT'S SIGNATURE

\_\_\_\_\_  
RESIDENT'S NAME (Printed)

And/or

\_\_\_\_\_  
RESIDENT'S LEGAL REPRESENTATIVE SIGNATURE

\_\_\_\_\_  
NAME OF RESIDENT'S LEGAL REPRESENTATIVE (Printed)

## EXHIBIT E

# The Mansion at Rosemont

a human good community

**THIS NOTICE DESCRIBES HOW INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY**

We respect the privacy of your personal health information and are committed to maintaining our residents' confidentiality. This Notice applies to all information and records related to your care that our facility has received or created. It extends to information received or created by our employees, staff, volunteers and the Medical Director or employed physicians. This Notice informs you about the possible uses and disclosures of your personal health information. It also describes your rights and our obligations regarding your personal health information.

We are required by law to:

- maintain the privacy of your protected health information;
- provide to you this detailed Notice of our legal duties and privacy practices relating to your personal health information; and
- abide by the terms of the Notice that are currently in effect.

1. **WE MAY USE AND DISCLOSE YOUR PERSONAL HEALTH INFORMATION FOR TREATMENT, PAYMENT, AND HEALTH CARE OPERATIONS WITHOUT NEEDING TO OBTAIN YOUR CONSENT**

We may use and disclose your personal health information for purposes of treatment, payment and health care operations. We have described these uses and disclosures below and provide examples of the types of uses and disclosures we may make in each of these categories.

For Treatment. We will use and disclose your personal health information in providing you with treatment and services. We may disclose your personal health information to facility and non-facility personnel who may be involved in your care, such as physicians, nurses, nurse aides, and physical therapists. For example, a nurse caring for you will report any change in your condition to your physician. We also may disclose personal health information to individuals who will be involved in your care after you leave the facility.

For Payment. We may use and disclose your personal health information so that we can bill and receive payment for the treatment and services you receive at the facility. For billing and payment purposes, we may disclose your personal health information to your representative, an insurance or managed care company, Medicare, Medicaid or another third party payor. For example, we may contact Medicare or your health plan to confirm your coverage or to request prior approval for a proposed treatment or service.

For Health Care Operations. We may use and disclose your personal health information for facility operations. These uses and disclosures are necessary to manage the facility and to monitor our quality of care. For example, we may use personal health information to evaluate our facility's services, including the performance of our staff.

2. **WE MAY USE AND DISCLOSE PERSONAL HEALTH INFORMATION ABOUT YOU FOR OTHER SPECIFIC PURPOSES**

Facility Directory. Unless you object, we will include certain limited information about you in our facility directory. This information may include your name, your location in the facility, your general condition and your religious affiliation. Our directory does not include specific medical information about you. We may release information in our directory, except for your religious affiliation, to people who ask for you by name. We may provide the directory information, including your religious affiliation, to any member of the clergy.

Individuals Involved in Your Care or Payment for Your Care. Unless you object, we may disclose your personal health information to a family member or close personal friend, including clergy, who is involved in your care.

Disaster Relief. We may disclose your personal health information to an organization assisting in a disaster relief effort.

As Required By Law. We will disclose your personal health information when required by law to do so.

Public Health Activities. We may disclose your personal health information for public health activities. These activities may include, for example

- reporting to a public health or other government authority for preventing or controlling disease, injury or disability, or reporting child abuse or neglect;
- reporting to the federal Food and Drug Administration (FDA) concerning adverse events or problems with products for tracking products in certain circumstances, to enable product recalls or to comply with other FDA requirements;

- to notify a person who may have been exposed to a communicable disease or may otherwise be at risk of contracting or spreading a disease or condition or
- for certain purposes involving workplace illness or injuries.

Reporting Victims of Abuse, Neglect or Domestic Violence. If we believe that you have been a victim of abuse, neglect or domestic violence, we may use and disclose your personal health information to notify a government authority if required or authorized by law, or if you agree to the report.

Health Oversight Activities. We may disclose your personal health information to a health oversight agency for oversight activities authorized by law. These may include, for example, audits, investigations, inspections and licensure actions or other legal proceedings. These activities are necessary for government oversight of the health care system, government payment or regulatory programs, and compliance with civil rights laws.

Judicial and Administrative Proceedings. We may disclose your personal health information in response to a court or administrative order. We also may disclose information in response to a subpoena, discovery request, or other lawful process; efforts will be made to contact you about the request or to give you an opportunity to obtain an order or agreement protecting the information.

Law Enforcement. We may disclose your personal health information for certain law enforcement purposes, including as required by law to comply with reporting requirements; to comply with a court order, warrant, subpoena, summons, investigative demand or similar legal process; to identify or locate a suspect, fugitive, material witness, or missing person; when information is requested about the victim of a crime if the individual agrees or under other limited circumstances; to report information about a suspicious death; to provide information about criminal conduct occurring at the facility; to report information in emergency circumstances about a crime; or where necessary to identify or apprehend an individual in relation to a violent crime or an escape from lawful custody.

Coroners, Medical Examiners, Funeral Directors, Organ Procurement Organizations. We may release your personal health information to a coroner, medical examiner, funeral director or, if you are an organ donor, to an organization involved in the donation of organs and tissue.

To Avert a Serious Threat to Health or Safety. We may use and disclose your personal health information when necessary to prevent a serious threat to your health or safety or the health or safety of the public or another person.

However, any disclosure would be made only to someone able to help prevent the threat.

Military and Veterans. If you are a member of the armed forces, we may use and disclose your personal health information as required by military command authorities. We may also use and disclose personal health information about foreign military personnel as required by the appropriate foreign military authority.

Workers' Compensation. We may use or disclose your personal health information to comply with laws relating to workers' compensation or similar programs.

National Security and Intelligence Activities Protective Services for the President and Others. We may disclose personal health information to authorized federal officials conducting national security and intelligence activities or as needed to provide protection to the President of the United States, certain other persons or foreign heads of states or to conduct certain special investigations.

Fundraising Activities. We may use certain personal health information to contact you in an effort to raise money for the facility and its operations. We may disclose personal health information to a foundation related to the facility so that the foundation may contact you in raising money for the facility. In doing so, we would only release contact information, such as your name, address and phone number and the dates you received treatment or services at the facility.

Appointment Reminders. We may use or disclose personal health information to remind you about appointments.

Treatment Alternatives. We may use or disclose personal health information to inform you about treatment alternatives that may be of interest to you.

Health Related Benefits and Services. We may use or disclose personal health information to inform you about health-related benefits and services that may be of interest to you.

**3. YOUR AUTHORIZATION IS REQUIRED FOR ALL OTHER USES OF PERSONAL HEALTH INFORMATION**

Except as described in this Notice or required by law, we will use and disclose personal health information only with your written Authorization. You may revoke your Authorization to use or disclose personal health information in writing, at any time. If you revoke your Authorization, we will no longer use or disclose your personal health information for the purposes covered by the Authorization, except where we have already relied on the Authorization.

**4. YOUR RIGHTS REGARDING YOUR PERSONAL HEALTH INFORMATION**

You have the following rights regarding your personal health information at the facility:

Right to Request Restrictions. You have the right to request restrictions on our use or disclosure of your personal health information for treatment, payment or health care operations. You also have the right to restrict the personal health information we disclose about you to a family member, friend or other person who is involved in your care or the payment for your care. We are not required to agree to your requested restriction. However, if we do agree to the restriction, then we must adhere to the restriction.

Right of Access to Personal Health Information. You have the right to request, either orally or in writing, your medical or billing records or other written information that may be used to make decisions about your care. We must allow you to inspect your records within 24 hours of your request. If you request copies of the records, we must provide you with copies within 2 days of that request. We may charge a reasonable fee for our costs in copying and mailing your requested information.

Right to Request Amendment. You have the right to request the facility to amend any personal health information maintained by the facility for as long as the information is kept by or for the facility. You must make your request must be made in writing and must state the reason for the requested amendment. We may deny your request for amendment if the information:

- was not created by the facility, unless the originator of the information is no longer available to act on our request;
- is not part of the personal health information maintained by or for the facility;
- is not part of the information to which you have a right of a access; or
- is already accurate and complete, as determined by the facility.

If we deny your request for amendment, we will give you a written denial including the reasons for the denial and the right to submit a written statement disagreeing with the denial.

Right to an Accounting of Disclosures. You have the right to request an "accounting" of our disclosures of your personal health information. This is a listing of certain disclosures of your personal health information made by the facility or by others on our behalf, but does not include disclosures for treatment, payment and health care operations, disclosures made pursuant to a signed and dated Authorization, or certain other exceptions. To request an accounting of disclosures, you must submit a request in writing, stating a time period beginning on or after April 14, 2003 that is within six years from the date of your request. An accounting will include, if requested: the disclosure date; the name of the person or entity that received the information and address, if known; a brief description of the information disclosed; a brief statement of the purpose of the disclosure or a copy of the authorization or request; or certain summary information concerning multiple similar disclosures. The first accounting provided within a 12 month period will be free; for further requests, we may charge you our costs.

Right to a Paper Copy of This Notice. You have the right to obtain a paper copy of this Notice, even if you have agreed to receive this Notice electronically. You may request a copy of this Notice at any time.

**5. COMPLAINTS**

If you believe that your privacy rights have been violated, you may file a complaint in writing with the facility or with the Office of Civil Rights in the U.S. Department of Health and Human Services. To file a complaint with the facility, contact the facility administrator.

We will not retaliate against you if you file a complaint.

**6. CHANGES TO THIS NOTICE**

We will promptly revise and distribute this Notice whenever there is a material change to the uses or disclosures, your individual rights, our legal duties, or other privacy practices stated in this Notice. We reserve the right to change this Notice and to make the revised or new Notice provisions effective for all personal health information already received and maintained by the facility as well as for all personal health information we receive in the future. We will post a copy of the current Notice in the facility. In addition, we will provide a copy of the revised Notice to all residents.

**7. FOR FURTHER INFORMATION**

If you have any questions about this Notice or would like further information concerning your privacy rights, please contact the **HumanGood Corporate Privacy Coordinator 610-260-1100** or the **Executive Director**.

**ACKNOWLEDGMENT**

Name of Resident: \_\_\_\_\_

SSN: \_\_\_\_\_

I acknowledge receipt of **The Mansion at Rosemont's** Notice of Privacy Practices, delivered to me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Name

And/or

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Resident's Legal Representative

**FOR INTERNAL USE ONLY:**

If unable to obtain written acknowledgment from \_\_\_\_\_ (Name of Resident)

or \_\_\_\_\_ (Name of responsible person), please indicate reason below:

\_\_\_\_\_ Resident or Responsible Party refuses to sign this Acknowledgment

\_\_\_\_\_ Other (please discuss more fully below)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT F - LEVEL OF LIVING TOOL**

Section A. Identification Information		Section D. Physical Functioning	
<b>1 Resident Name</b>		<b>Mobility</b>	<b>Comments</b>
<b>2 Type of Assessment</b>	<input type="checkbox"/> Initial <input type="checkbox"/> Significant Change	1 - Independent, Walks Independently With or Without Assistive Device (Walker, Cane, etc.). Can Vacate the Building Independently.	
<b>3 Date of Assessment</b>		2 - Supervision, May Need Assistance to Stand or Reminders or Instruction to Use Assistive Device. Can Independently Vacate the Building.	
<b>Section B. Cognitive Status</b>		3 - Limited Assistance, Needs Assistance to Stand or Frequent Supervision/Instruction to Ambulate. Needs Prompting to Vacate the Building.	
1 - Independent, Alert & Oriented x3, Occasional Forgetfulness, or Can Make Health Care & Safety Decisions.	<b>Comments</b>	4 - Extensive Assistance, Needs One to One Assistance to Ambulate, Transfer, or to Vacate the Building.	
2 - Supervision, Oriented to 2 out of 3, Needs Occasional Reminders, or Many Need Direction to Complete Activity of ADL's.		5 - Total Assistance, Unable to Ambulate Without Assistance, Requires Two Staff to Transfer, or Needs One Staff to Push Wheelchair to Vacate the Building.	
3 - Limited Assistance, Oriented to 1 out of 3, Needs Frequent Reminders of Daily Routine, Requires Direction To Complete Activities of ADL's, or is Unable to Complete Multi-Task Activities.		<b>Hygiene</b>	<b>Comments</b>
4 - Extensive Assistance, Oriented to Any of the 3 Approximately 50% of the Time, Needs Constant Orientation to Daily Routine, Needs Daily Assistance with Simple Decisions, or unable to Make Health or Safety		1 - Independent, Needs no Assistance	
10 - Total Assistance, Unable to be Oriented for More Than a Few Minutes at a Time, Tends to Wander, or Needs Supervision to Prevent Harm to Self or Others.	2 - Supervision, Reminders/Instruction to Bathe, Brush Teeth, comb Hair, Needs Suggestions for Appropriate Clothing, or May Need Help With Setting Water Temperature.		
<b>Section C. Behaviors That Affect Status</b>		3 - Limited Assistance, Assistance Washing Back, Feet, Hair, Needs Help Getting In and Out of Tub, or Assistance Choosing Clothing and Cues to Complete Dressing.	
1 - Independent, Behavior is Appropriate.	<b>Comments</b>	8 - Extensive Assistance, Needs Direction and Hands-On Assistance to Bathe, Needs Help Getting In and Out of Tub/Shower, Needs Help Dressing and Undressing, or Needs Help With Most Grooming Tasks.	
2 - Supervision, Occasional Inappropriate Behavior 1 - 2x/month or Responds to Verbal Reminders or Redirection.		10 - Total Assistance, Needs Total Assistance with Bathing, Dressing, Grooming.	
3 - Limited Assistance, Weekly Inappropriate Behavior or Requires Redirection from Staff.		<b>Eating</b>	<b>Comments</b>
4 - Extensive Assistance, Needs Regular Monitoring and Staff Intervention to Prevent or Alleviate Behavior Problems.		1 - Independent, Eats Without Assistance. No Appetite Problems.	
5 - Total Assistance, Frequent and Severe Behaviors Displayed or At Times Need 1 to 1 Staff to Manage Behaviors.	2 - Supervision, Reminders/Instructions. Eats independently With Adaptive Equipment or Needs Reminders to Follow Diet.		
<b>Additional Comments:</b>		3 - Limited Assistance, Requires Assistance. Such as: Frequent Reminders to Follow Diet, Occasional Assistance with Utensils, or Repeated Cueing to Eat.	
		4 - Extensive Assistance, Needs Regular Assistance to Eat or May Need Supervision Due to Chewing/Swallowing Problem.	
		5 - Total Assistance, Total Feeding of Resident by Staff.	

## Level of Living Tool (page 2)

Section D. Physical Functioning (continued)	
<b>Toileting</b>	<b>Comments</b>
1 - Independent, Can Get On and Off Toilet Without Assistance or May be Incontinent, but Manages Without Assistance.	
2 - Supervision, Needs Reminders to Toilet or Can Get On and Off Toilet Without Assistance.	
3 - Limited Assistance, Requires Frequent Reminders or May Need Stand By Assistance to Get On and Off Toilet.	
8 - Extensive Assistance, Needs Partial Assistance Getting On and Off Toilet, Needs Help Using Incontinence Supplies, Regular and Frequent Reminders to Follow Toileting Schedule, and/or Needs Partial Assistance Cleaning Self.	
10 - Total Assistance, Requires Complete Assistance With Toileting and Cleaning Self. Possible Clothing Changes Throughout Day and Night.	
<b>Section E. Medications</b>	
	<b>Comments</b>
1 - Independent, Self Administers Medications Without Reminders.	
2 - Supervision, Reminders to Take Self-Administered Medications.	
3 - Limited Assistance, Staff Monitors Medications or Staff Hand Medications to residents at Appropriate Times.	
8 - Extensive Assistance. Needs Assistance to Take Medications or Medications Must be Crushed or Mixed.	
10 - Total Assistance, all of the Above as well as Monitoring Compliance or Numerous Treatments (3 or more).	
<b>Section F. Other Tasks of Daily Living</b>	
<b>Shopping, Arrange Transportation, Manage Finances, or Assist with Accessing Medical Care</b>	
	<b>Comments</b>
0 - Independent, Able to Shop, Arrange Transportation, Manage Finances, or Accessing Medical Care Without Assistance or Handled by Designated Representative.	
0.5 - Supervision, Able to Shop, Arrange Transportation, Manage Finances, or Assistance with Access Medical Care.	
1 - Limited Assistance, Needs Assistance Arranging Transportation, but Able to Shop or Attend Physician Appointments Without Accompaniment.	
1.5 - Extensive Assistance, Requires Staff to Arrange Transportation and Requires Staff to Arrange Transportation and Requires Someone to Accompany Resident to Shop or Appointments.	
2 - Total Assistance, Unable to Assist with Accessing Medical Care, Requires Someone to Accompany Outside Facility, or Needs Assistance Getting In/Out of Vehicle.	

Section G. Other Individualized Needs Not Identified Previously		
<b>A. Individual Needs (Including but not limited to Those Found on the Screening Instrument)</b>		
1 - Independent, Needs no Other Individualized Attention or Services.		
2 - Supervision, Requires Individualized Services Not Addressed Elsewhere Between 1x/Week to 1x/Month.		
3 - Limited Assistance, Requires Individualized Services Not Addressed Elsewhere Between Two of More Times Per Week, but Not More Than 1x/Day.		
4 - Extensive Assistance, Requires Individualized Services Not Addressed Elsewhere Multiple Times a Day or Resident Has Multiple Needs.		
5 - Total Assistance, Requires More Than Three Individualized Services not Addressed Elsewhere Multiple Times a Day.		
<b>B. Home and Community Based Services Used</b>		
<b>Total Points From Assessment Tool</b>		
<b>Personal Care Home Assessment Tool Guidelines</b>		
Total Adjusted Points	Level of Living	Support Options
8 points	Independent	Personal Care Services May Not Be Needed
9 - 17 points	Supervision	Personal Care Services Are Appropriate
18 - 25 points	Limited Assistance	Additional Supportive Services May Be Needed
26 - 46 points	Extensive Assistance	Additional Supportive Services May Be Needed
47 - 62 points	Total Assistance	Personal Care Services May Not Be Appropriate

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**Personal Care Handbook Acknowledgement**

I hereby acknowledge that I have received The Mansion at Rosemont Personal Care Handbook.

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Resident's Signature

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Community Representative Signature

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Date

# The Mansion at Rosemont

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## **THE MANSION AT ROSEMONT SECURED MEMORY SUPPORT NEIGHBORHOOD CONSENT**

I understand that apartment \_\_\_\_\_ is located in a secured memory support neighborhood within The Mansion at Rosemont and I have no objections to the recommendation for residing there.

Further, I understand that this is a magnetically locked area of the community for the safety of the residents.

Visitors will be made aware of how to exit and enter the secured neighborhood using the keypad by the door.

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Representative/POA Signature

\_\_\_\_\_  
Date