


**SpiriTrust Lutheran**
**The Village at Kelly Drive**

# Disclosure Statement

The issuance of a Certificate of Authority does not constitute approval, recommendation or endorsement of the facility by the Pennsylvania Department of Insurance, nor is it evidence of, nor does it attest to, the accuracy or completeness of the information set forth in this Disclosure Statement.

**April 2025**

## SpiriTrust Lutheran, The Village at Kelly Drive

## DISCLOSURE STATEMENT

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# SUMMARY OF DISCLOSURE STATEMENT

The following is a summary of information presented in this Disclosure Statement:

1. THE COMMUNITY: SpiriTrust Lutheran, The Village at Kelly Drive ("Village"), 750 KellyDrive, York, Pennsylvania, 17404. (717) 848-2585.

2. THE PROVIDER: SpiriTrust Lutheran with its Corporate Offices located at 1050 Pennsylvania Avenue, York, Pennsylvania 17404-1999. (717) 854-3971.

3. PERSON TO BE CONTACTED TO DISCUSS ADMISSIONS:
   Director Senior Living Sales and Marketing
   750 Kelly Drive, York, PA 17404
   (717) 854-5010

4. DESCRIPTION OF PROPERTY: The Village consists of 58 residential living units located in 45 single and duplex brick Cottages, and one 13-unit apartment house attached to a three-story masonry personal care residence and administrative building. The personal care residence has 60 units. The community is located on approximately 8.8 acres in York City.

5. AGE REQUIREMENTS: Admission to the housing units is restricted to individuals sixty-two years of age or older. If a co-resident, one must be at least sixty-two and the other must be at least fifty-five years of age.

6. AFFILIATIONS: The Village is a community of SpiriTrust Lutheran, which is a recognized social ministry organization of the Evangelical Lutheran Church in America. The Evangelical Lutheran Church in America is not responsible for any obligations or liabilities of SpiriTrust Lutheran.

7. CURRENT RESIDENT POPULATION: As of January 2025, there are approximately 111 residents in the Village's community.

8. FEES: There is no standard entrance fees associated with the Village. Prices vary according to the financial plan, size and type of unit selected and the level of care. However, monthly service fees are standard, but there is no additional charge for a second person in a residential unit. The prices listed below reflect a sample of the units available. Entrance Fees are effective January 1, 2025, and Monthly Service Fees are effective November 1, 2024.

| | | |
|---|---|---|
| Traditional Plan | | |
| One Bedroom Apartment | Entrance Fee: $99,820 | MSF: $1065 |
| Two Bedroom Cottage w/Garage | Entrance Fee: $155,590 | MSF: $1096 |
| Estate Preservation Plan I | | |
| One Bedroom Apartment | Entrance Fee: $149,800 | MSF: $1065 |
| Two Bedroom Cottage w/Garage | Entrance Fee: $233,400 | MSF: $1096 |
| Estate Preservation Plan II | | |
| One Bedroom Apartment | Entrance Fee: $179,700 | MSF: $1065 |
| Two Bedroom Cottage w/Garage | Entrance Fee: $280,100 | MSF: $1096 |

# SpiriTrust Lutheran, The Village at Kelly Drive

## DISCLOSURE STATEMENT

## INTRODUCTION

SpiriTrust Lutheran, The Village at Kelly Drive ("Village") is a continuing care retirement community located at 750 Kelly Drive, York, PA 17404. It is affiliated with SpiriTrust Lutheran, a Pennsylvania not-for-profit corporation with its principle offices located at 1050 Pennsylvania Avenue, York, Pennsylvania, 17404-1999.

SpiriTrust Lutheran, formerly known as Lutheran Social Services of South-Central Pennsylvania, is a recognized service agency of the Evangelical Lutheran Church in America. The Evangelical Lutheran Church in America is not, however, responsible for the financial or contractual obligations of SpiriTrust Lutheran.

SpiriTrust Lutheran is exempt from payment of federal income tax under Internal Revenue Code Section 501(c)(3). A copy of the determination letter from the Internal Revenue Service is attached as Exhibit 1.

SpiriTrust Lutheran is a member of LeadingAge, formerly American Association of Homes and Services for the Aging (AAHSA), and Pennsylvania Association of Non-Profit Homes for the Aging (PANPHA).

The Board of Directors of SpiriTrust Lutheran has oversight authority over the business affairs of the Village. No officer, director, trustee, or other person has held a 10 percent or greater equity or beneficial interest, has provided $500 or more in goods or services to the Provider. The officers and directors of SpiriTrust Lutheran serve on a voluntary basis and receive no remuneration for their activities related to the Village. The name and business addresses of each officer and director are attached as Exhibit 2.

The Chief Executive Officer (CEO) has full-time operational management responsibility. A description of the background and experience of the current CEO is attached as Exhibit 3.

## DESCRIPTION

The Village at Kelly Drive is a tobacco-free campus and consists of 58 residential living units located in 45 single and multiplex brick cottages and one 13-unit apartment house attached to a three-story masonry personal care residence and administrative building. The facility has 60 personal care units. The community is located on approximately 8.8 acres in York City. Excluding the personal care units, all the residential units contain full baths, kitchen facilities, carpeting and vinyl floor covering, and individually controlled heat and air conditioning.

A dining room and café area for the exclusive use of the Village residents and their guests is provided. Respite rooms, garden plots, social events and fitness programs, and related equipment are available for the Village residents. Shopping centers and recreation areas are nearby. Group transportation is available.

Short- and long-term personal care services are available on site. Skilled nursing and rehabilitation services are available at The Village at Sprenkle Drive.

## FEES

There is a one-time entrance fee that covers occupancy and varies according to the amenities of the selected cottage or apartment and selected entrance fee plan. We offer three entrance fee plans.

The Traditional Plan – One hundred percent (100%) of the entrance fee is amortized during the first 60 months of occupancy. If a resident leaves the Village during the first 60 months, any unused portion of the entrance fee will be refunded according to the terms and conditions of the residency agreement. In the case of single occupancy, a resident leaves the cottage or apartment during the first 60 months to enter SpiriTrust Lutheran's personal care or skilled care, an amount equal to the refundable portion of the entrance fee will be established as the Health Care Reserve which will be applied to the charges incurred for the cost of that care upon depletion of Resident resources. In the case of multiple occupants, the Health Care reserve will not be available until the Health Care Reserve is established at the time the last remaining resident has relinquished the unit and until both Residents have depleted their resources In the event the Co-Resident remaining in the RLU dies or leaves the Community, the Health Care Reserve shall be available to the transferred Co-Resident. Any refunds are paid within 60 days after the Village receives an entrance fee from the next person who occupies the residence.

Estate Preservation Plans – These plans offer a refundable portion regardless of the amount of time the residence is occupied. Estate Preservation Plans require a larger upfront payment.

Plan I – This plan offers a 50 percent refund of the entrance fee. Under Estate Preservation Plan I, the entrance fee amortizes over the first 30 months of residency to a 50 percent refund balance according to the terms and conditions of the residency agreement. In the case of single occupancy, a resident leaves the cottage or apartment to enter SpiriTrust Lutheran's personal care or skilled care, an amount equal to the refundable portion of the entrance fee will be established as the Health Care Reserve which will be applied to the charges incurred for the cost of that care upon depletion of Resident resources. In the case of multiple occupants, the Health Care Reserve will not be available until the Health Care reserve is established at the time the last remaining resident has relinquished the unit and until both Residents have depleted their resources. In the event the Co-Resident remaining in the RLU dies or leaves the Community, the Health Care Reserve shall be available to the transferred Co-Resident. Any refunds are paid within 60 days after the Village receives an entrance fee from the next person who occupies the residence.

Plan II – This plan offers an 80 percent refund of the entrance fee. Under Estate Preservation Plan II, the entrance fee amortizes over the first 12 months of residency to an 80 percent refund balance according to the terms and conditions of the residency agreement. In the case of single occupancy, a resident leaves the cottage or apartment to enter SpiriTrust Lutheran's personal care or skilled care, an amount equal to the refundable portion of the entrance fee will be established as the Health Care Reserve which will be applied to the charges incurred for the cost of that care upon depletion of Resident resources. In the case of multiple occupants, the Health Care Reserve will not be available until the Health Care Reserve is established at the time the last remaining resident has relinquished the unit and until both Residents have depleted their resources In the event the Co-Resident remaining in the RLU dies or leaves the Community, the Health Care Reserve shall be available to the transferred Co-Resident. Any refunds are paid within 60 days after the Village receives an entrance fee from the next person who occupies the residence.

Monthly Service Fees are standard for the cottages and apartments, and there is no additional charge for the 2nd person. Prices are effective November 1, 2024.

Residents also pay a monthly service fee. It is expected that the monthly service fees will be increased periodically to cover increases in the cost of providing services to residents. Residents will be given at least thirty days advance notice of any increase in monthly service fees. The full fee schedule and procedures are fully explained in the residency agreement, a copy of which is attached and marked as Exhibit 5. Exhibit 6 is a table that shows the frequency and average dollar amount of the increases in the monthly service fees over the last five years.

## SERVICES INCLUDED IN THE MONTHLY SERVICE FEE

The monthly service fee for our residential living cottages and apartments includes:

- Recreational programs and activities
- Cable TV
- 24-hour emergency response
- Health and wellness services
- Scheduled transportation for local shopping and community sponsored events
- Community patrolled security
- Building and grounds maintenance
- Scheduled cottage and apartment refurbishment
- Appliance and systems repair
- Property taxes
- Property administrative expenses
- Insurance on cottage or apartment
- Water and sewer charges
- Trash-recycling collection
- Snow Removal
- Heat (included in apartments only)
- Use of laundry facilities (apartments)

In addition to the services covered by the monthly service fee, the Village also offers housekeeping and laundry services, a beauty shop, transportation, a "handy man" service, and meals. This list is not meant to be all inclusive. Fees for these services are at an additional charge and are not covered by the monthly service fee. A fee schedule is provided to each resident upon admission and 30 days prior to any change in services or charges.

Details regarding the above services are provided in the Residency Agreement, which has been attached as Exhibit 5C.

Home Care services (including skilled home healthcare, hospice and non-medical in-home supports services) are available through SpiriTrust Lutheran Home Care & Hospice, Inc., a ministry of SpiriTrust Lutheran.

## PERSONAL CARE RESIDENCE & SKILLED CARE CENTER SERVICES

Residents have priority access to the personal care residence located at The Village at Kelly Drive and the skilled care center at The Village at Sprenkle Drive for either short-term or long-term admission. Upon admission to personal care residence or skilled care center, residents pay the then current daily rate for the level of care provided and must continue to pay the monthly service fee for their unit, if it is their desire to maintain and return to the unit. The daily rate for personal care includes routine nursing care, private or semi-private accommodations, blankets, bed linens, towels & washcloths, laundering of linens, three meals per day, housekeeping, stock personal hygiene supplies, social services, activity programs, cable and scheduled transportation for medical appointments.

The daily rate for the skilled care center includes routine nursing care; private or semi-private accommodations; blankets, bed linens, towels & washcloths; laundering of linens & washable personal clothing; three (3) meals per day, except as medically indicated; nutritional supplements, non-prescription stock medications ordered by a physician; stock personal hygiene services; social services; activity programs, telephone service, and basic cable television service.

Details regarding the above services are provided in Skilled Nursing Facility ("Skilled Care Center") Admission Agreement, which has been attached as Exhibit 5A and the Personal Care ("Personal Care Residence") Admission Agreement, which has been attached as Exhibit 5B.

## ESCROW AND RESERVE FUNDS

Reserve funds have been established as required by the Pennsylvania Insurance Department. Escrow fees are normally not needed, as the units are available for immediate occupation upon receipt of payment. Future operations requiring entrance fees in advance of occupation will be escrowed as required.

## FINANCIAL STATEMENTS

Audited financial statements for the most recent fiscal year are attached as Exhibit 7. If you have any questions regarding the financial Statements, please contact the CFO or your own financial advisor.

**Exhibit 1**

**Internal Revenue Service**
**P. O. Box 2508**
**Cincinnati, OH 45201**

**Department of the Treasury**

**Date:** March 22, 2015

SPIRITRUST LUTHERAN
% ROBERT L RUNDLE
1050 PENNSYLVANIA AVE
YORK, PA 17404

**Person to Contact:** #0196814
Ms. Benjamin
**Toll Free Telephone Number:**
877-829-5500
**Employer Identification Number:**
23-1476329
**Group Exemption Number:**
9386

Dear Sir or Madam:

This is in response to your letter of February 12, 2015 regarding your tax-exempt status. Our records indicate that you are affiliated with a group exemption. As a subordinate of a group exemption, you should submit information about changes to your purposes, activities, method of operation, name or address to your parent organization rather than reporting such changes directly to the IRS.

The Internal Revenue Service does not issue determination letters to subordinate organizations. Therefore you should contact your parent directly for written verification of your tax exempt status.

The central organization that holds a group exemption (rather than the IRS) determines which organizations are included as subordinates under its group exemption ruling. Therefore, you can verify that an organization is a subordinate under a group exemption ruling by consulting the official subordinate listing approved by the central organization or by contacting the central organization directly. You may use either method to verify that an organization is a subordinate under a group exemption ruling.

If you have any questions, please call the phone number in the heading of this letter.

Sincerely,

Tamera Ripperda

Tamera Ripperda
Director, Exempt Organizations

**Exhibit 1**

**Evangelical Lutheran Church in America**
God's work. Our hands.

*Evangelical Lutheran Church in America*
*Group Exemption Number: 9386*

***CERT/FICATION OF FEDERAL INCOME TAX EXEMPTION***
***UNDER SECTION 501(c)(3)***
*for*

SpiriTrust Lutheran
1050 Pennsylvania *Ave.*
York, PA i7404
EIN: 23-1476329

SpiriTrust Lutheran is an affiliated entity recognized by the Evangelical Lutheran Church in America (ELCA) as being included under our Group Exemption Ruling. This inclusion establishes that this entity is exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code and is not a private foundation as defined in Code Section 509(a). The four-digit Group Exemption Number 9386 is the same for the ELCA, its synods, its congregations, and its related entities. The nine-digit Employer Identification Number is different for each synod, for each congregation, and for other employing entities. The nine-digit number is used, for example, when federal withholding and Social Security contributions are filed by the employer.

The IRS issued the attached Group Exemption Letters dated April 5, 1988 and July 13, 1988, to the ELCA. In accordance with the terms of the April 5, 1988, letter, entities affiliated with the ELCA, who have provided the ELCA with their federal employer ID number, are exempt from Federal Income Tax under ELCA's Group Exemption Ruling.

April 28, 2015

Very truly yours,

Phillip H. Harris
General Counsel

Attachments
April 5, 1988, ELCA Group Ruling Recognition
July 13, 1988, ELCA GEN Assigned

SpiriTrust Lutheran®

# DIRECTORY OF BOARD MEMBERS – 2025

| NAME | ADDRESS/E-MAIL | TELEPHONE | AREA/TERM | |
|---|---|---|---|---|
| **Term Ending December 31, 2025 (3-year term)** | | | | |
| Robert A. Bowen*^ | [redacted] | [redacted] | York | 2 |
| Samm Smeltzer***^ | [redacted] | [redacted] | York | 2 |
| Ed Straley****^ | [redacted] | [redacted] | Chambersburg | 1 |
| Angela Thomas**^ | [redacted] | [redacted] | Harrisburg | 2 |
| **Term Ending December 31, 2026 (3-year term)** | | | | |
| Stan Combs | [redacted] | [redacted] | York | 1 |
| Kevin Stout | [redacted] | [redacted] | York | 1 |
| Larry Young | [redacted] | [redacted] | York | 1 |

| NAME | ADDRESS/E-MAIL | TELEPHONE | AREA/TERM |
|---|---|---|---|

**Term Ending December 31, 2027 (3-year term)**

| | | | |
|---|---|---|---|
| Bill Nienstedt | [redacted] | [redacted] | Chambersburg 2 |

**Lower Susquehanna Synod ELCA**

| | | |
|---|---|---|
| Bishop James Dunlop | [redacted] | [redacted] |

* Chair
** Vice-Chair
*** Secretary
**** Treasurer
^ Member of Executive Committee

Staff: 1050 Pennsylvania Avenue, York, PA 17404
Phone: 717-854-3971 / FAX: 717-852-0900

E-mail: First name initial, last name @spiritrustlutheran.org
Example: cwhitley@spiritrustlutheran.org

| | |
|---|---|
| Melissa Frownfelter, President & CEO | (C) 717-606-5393 |
| Chris Whitley, Executive Assistant | (O) 717-854-3971, Extension 10411 |

# Melissa Frownfelter, MBA, NHA, PCHA, ALA

## PROFESSIONAL EXPERIENCE

***2023-Present*** **Interim President & Chief Executive Officer/Chief Operating Officer**

- Responsible for the overall leadership and strategic planning of all services lines of SpiriTrust Lutheran
- Responsibility to carry out the mission and is responsible for the overall management and operation of all aspects of the organization
- Focus on long-range goals, strategies, plans and policies routinely exercising discretion and independent judgment in the performance of job duties
- Accountable for the overall programmatic and fiscal integrity of the organization.
- Provide thoughtful and visionary executive leadership that is inclusive, transparent, and empowering in a manner that supports and guides the organization's mission as defined by the Board of Directors
- Present strategic options and plans for organization impact and gain Board approval as needed to carry out the work of the mission of the organization
- Oversee the day-to-day operations of the organization and ensure its overall successful long-term operations
- Organize, motivate, and mentor internal team leaders to strategically grow the organization's impact, programs, fundraising, and to effectively fulfill its important mission
- Contribute to the strategic plan and drive its implementation.
- Manage and motivate staff, overseeing processes such as hiring, separation, ongoing staff development, performance management, and compensation and benefits
- Establish goals, objectives, and operational plans in collaboration with the Board of Directors, staff, and other leaders
- Prudently direct resources and manage all financials within budget guidelines and according to current laws and regulations
- Assume responsibility for the fiscal integrity of the organization

***2022-2023*** **Chief Operating Officer, SpiriTrust Lutheran**

- Oversees the strategic planning, operations, external relations, clinical functions, and maintenance functions through quality programs and regulatory compliance with government agencies
- Responsible for the visioning, exploration, recommendation, and implementation for operations for high quality care and services.
- Works closely with the SpiriTrust Lutheran Foundation to insure philanthropy goals for each service line are adequately established and achieved. Provides oversight for budget preparation and monitoring for all service lines
- Serves as the representative of all expressions of the Ministries of SpiriTrust Lutheran at all Board, Executive Cabinet, and Leadership Team meetings.
- Represents the President/CEO as appropriate throughout the area served by the Agency

- Attends Board of Directors' meetings and advisory committee meetings as required.
- Acts as a staff liaison to the various subsidiary corporations of SpiriTrust Lutheran as requested by the President/CEO.
- Assumes a leadership role in the annual review and implementation of the Agency's Strategic Plan
- Implements strategies to achieve goals assigned as established in the annual operating plan; develops the annual budget in conjunction with the agency's leadership and adheres to budget parameters

***2012-2021*** ***Pleasant View Communities, Manheim, PA***
***Vice President of Operations, Pleasant View Communities (2014-2021)***

- Plan, develop, organize, implement, evaluate, and direct department programs and activities in accordance with guidelines issued by the Board.
- Operational oversight for Personal Care, Skilled Nursing, Dining Services, Housekeeping and Laundry, Pleasant View at Home (Home Care Agency), and Community Liaison/Relations.
- Develop and maintain written policies and procedures and professional standards of practice that govern the operation of the facility.
- Prepare written and oral reports/recommendations to the Board concerning the operation of the facility.
- Responsible for the development and oversight of a $4M campus restaurant renovation.
- Led the development of an additional 18-bed secured memory care neighborhood through planning and construction in Personal Care.
- Responsible for oversight of transition of Health Center into newly constructed skilled nursing building and renovation and reposition of original building while fully occupied
- Participate in and provide guidance to staff and Directors during state/federal surveys of the facility with DOH, DHS, and DOA
- Developed the QAPI program and actively participate with the Quality Assurance Process Improvement process and attend all committee meetings. Assist in developing and implementing appropriate plans of action to correct identified quality deficiencies. Consult with department directors concerning the operation of their departments to assist in eliminating/correcting problem areas, and/or improvement of services and need for renovations.
- Served as Administrator of the Skilled Nursing Facility.
- Review and check competence of work force and make necessary adjustments/corrections as required or that may become necessary.
- In collaboration with department directors, prepare annual operating budgets for approval by the board and allocate the resources to carry out programs and activities.
- Monitor the economic condition/situation and make adjustments as necessary to assure the continued ability to provide quality care.
- Participate and conduct mock survey and quality audits.

***Vice President of Human Resources & Compliance, Pleasant View Communities (2012-2014)***

- Provided operational oversight and supervision to the human resources, hair salon, volunteer program, campus fitness center, and dining services departments.
- Served as the Pleasant View Compliance Officer and Risk Manager. Coordinated and monitored risk management and safety programs.
- Planned, developed, organized, implemented, evaluated, and directed the HR department for the campus. (e.g., developing HR policy manuals, employee job descriptions, performance evaluations, etc.)
- Developed and implemented a department manager training program "Leading for Success."
- Developed and maintained written job descriptions and performance evaluations for each staff position in accordance with pertinent laws governing job positions.
- Reviewed all requests from department directors for new or replacement personnel and made recommendations to the President/CEO for budget considerations.
- Assisted in determining departmental staffing, evaluate employee performances, and make recommendations to the President concerning wage and salary adjustments, hiring, terminations, transfers, etc.
- Consulted with department directors concerning the staffing of their departments, eliminating/correcting problem areas, and improvement of services.
- Ensured the facility was in compliance with current applicable federal and state employment regulations regarding wages, overtime, work hours, workers'/unemployment compensation, etc.
- Managed unemployment claims and attended unemployment hearings as necessary.
- Met with department supervisors on a regularly scheduled basis to assist in planning in-service classes, on-the-job training procedures, and orientation for newly assigned personnel.
- Assisted with the development and implementation of training programs for all staff.
- Conducted annual salary and benefit surveys, made suggestions and implemented changes in order to maintain competitiveness in a highly saturated market.
- Assisted with the development and implementation of campus Wellness programs.
- Served as Administrator for the Skilled Nursing Facility during vacancy.

***2002-2012 Senior Director of Human Resources, HCR ManorCare***

Responsible for overall functions of the Human Resources Department in several facilities throughout the company/region. These responsibilities included:

- Training and orientation of all new Human Resources Directors for ten facilities within our geographical region, provided ongoing support to those individuals, and assisted the Regional Human Resources Manager with performance appraisals and goals of facility Human Resources Directors.
- The development of recruitment and retention strategy plans.
- Managing the recruiting, hiring, and orientation process.
- Administering benefit enrollments, communicating new and existing benefits programs to all employees.
- Ensuring confidentiality and completion of personnel files.
- Organizing and participating in customer service training for all staff.
- Serving as the employee advocate and acting as a liaison between line staff and management staff.
- Managing and monitoring the performance evaluation process, calculating and processing merit increases and assisting with implementation of market adjustments when necessary.
- Conducted "Mastering Caring Leadership" training for all department heads and supervisors.
- Monitoring the disciplinary process for consistency, advising supervisors and department heads on proper procedures regarding discipline, performance appraisals, and terminations.
- Chairperson of the Safety Committee, coordinating and managing all work-related injuries and worker's compensation claims
- Coordinated and planned fund raising campaigns for an employee 501(c)(3) organization.
- Processed and transmitted payroll via KRONOS time keeper system for 200+ employees
- Served as Manager on Duty in the Skilled Nursing Community.

**EDUCATION**

*York College of Pennsylvania, York, PA*
Bachelor's Degree in Business Management with concentrations in Human Resources Management and Marketing

*University of Notre Dame, Mendoza College of Business*
Executive Certification in Business Administration

*Western Governors University, Salt Lake City, Utah*
Master's of Business Administration, Healthcare Management

**LICENSES**

PA Licensed Nursing Home Administrator
PA Personal Care Administrator
PA Assisted Living Administrator

**BOARD MEMBERSHIPS**

CARE, Ltd. (Communities Achieving Retirement Excellence), Lancaster, PA
2014-2022

SeniorLife
2022-2023

# DISCLOSURE STATEMENT

## Exhibit 4

## 2025 Fee Schedule

**SPIRITRUST LUTHERAN - THE VILLAGE AT KELLY DRIVE**

**2025 COTTAGE ENTRANCE FEES (effective 1.1.25)**

| Unit No. | ADDRESS | Floorplan | Footage | Features | Traditional | EP 1 | EP 2 |
|---|---|---|---|---|---|---|---|
| 3 | 716 Kelly Dr | Middleton | 900 | 2BDRM,1BA,G,P | $ 155,590 | $ 233,400 | $ 280,100 |
| 4 | 730-A Kelly Dr | Kinsdale | 800 | 1BDRM,1BA,P | $ 111,000 | $ 166,500 | $ 199,800 |
| 5 | 730-B Kelly Dr | Kinsdale | 800 | 1BDRM,1BA,P | $ 111,000 | $ 166,500 | $ 199,800 |
| 6 | 730-C Kelly Dr | Kinsdale | 800 | 1BDRM,1BA,P | $ 111,000 | $ 166,500 | $ 199,800 |
| 7 | 730-D Kelly Dr | Kinsdale | 800 | 1BDRM,1BA,P | $ 111,000 | $ 166,500 | $ 199,800 |
| 8 | 734 Kelly Dr | Middleton | 900 | 2BDRM,1BA,P | $ 142,500 | $ 213,800 | $ 256,500 |
| 9 | 738 Kelly Dr | Middleton | 900 | 2BDRM,1BA,G,P | $ 155,590 | $ 233,400 | $ 280,100 |
| 10 | 732 Shilling | Middleton | 900 | 2BDRM,1BA,P | $ 142,500 | $ 213,800 | $ 256,500 |
| 11 | 736 Shilling | Middleton | 900 | 2BDRM,1BA,P | $ 142,500 | $ 213,800 | $ 256,500 |
| 12 | 740 Shilling | Middleton | 900 | 2BDRM,1BA,P | $ 142,500 | $ 213,800 | $ 256,500 |
| 14 | 754 Kelly Dr | Middleton | 900 | 2BDRM,1BA,G,3S,CP | $ 156,515 | $ 234,800 | $ 281,800 |
| 15 | 752 Kelly Dr | Middleton | 1100 | 2BDRM,1BA,G,SR | $ 165,375 | $ 248,100 | $ 297,700 |
| 16 | 752-A Kelly Dr | Middleton | 1200 | 3BDRM,1BA,G,CP | $ 162,800 | $ 244,200 | $ 293,100 |
| 17 | 1027 Priority | Middleton | 900 | 2BDRM,1BA,P | $ 142,500 | $ 213,800 | $ 256,500 |
| 18 | 1031 Priority | Middleton | 900 | 2BDRM,1BA,P | $ 142,500 | $ 213,800 | $ 256,500 |
| 20 | 1025 Priority | Middleton | 900 | 2BDRM,1BA,G,P | $ 155,590 | $ 233,400 | $ 280,100 |
| 21 | 1021 Priority | Middleton | 1200 | 2BDRM,1BA,G,SR | $ 165,375 | $ 248,100 | $ 297,700 |
| 22 | 1015 Priority | Middleton | 900 | 2BDRM,1BA,G,P | $ 155,590 | $ 233,400 | $ 280,100 |
| 23 | 1005 Priority | Middleton | 1050 | 2BDRM,1BA,CR,SR | $ 155,600 | $ 233,400 | $ 280,100 |
| 24 | 1005-A Priority | Middleton | 900 | 2BDRM,1BA,G,3S | $ 155,600 | $ 233,400 | $ 280,100 |
| 25 | 1003-A Priority | Middleton | 900 | 2BDRM,1BA,G,P | $ 155,590 | $ 233,400 | $ 280,100 |
| 26 | 1003-B Priority | Middleton | 1100 | 2BDRM,1BA,SR | $ 158,250 | $ 237,400 | $ 284,900 |
| 28 | 1003-C Priority | Middleton | 1100 | 2BDRM,1BA,SR | $ 158,250 | $ 237,400 | $ 284,900 |
| 29 | 1003-D Priority | Middleton | 900 | 2BDRM,1BA,P | $ 142,500 | $ 213,800 | $ 256,500 |
| 30 | 1003-E Priority | Middleton | 900 | 2BDRM,1BA,P | $ 142,500 | $ 213,800 | $ 256,500 |
| 31 | 1003-F Priority | Middleton | 900 | 2BDRM,1BA,P | $ 142,500 | $ 213,800 | $ 256,500 |
| 32 | 1003-G Priority | Middleton | 900 | 2BDRM,1BA,G,CP | $ 157,250 | $ 235,900 | $ 283,100 |
| 33 | 1003-H Priority | Middleton | 900 | 2BDRM,1BA,G,CP | $ 157,250 | $ 235,900 | $ 283,100 |
| 34 | 1003-I Priority | Middleton | 1100 | 2BDRM,1BA,SR | $ 158,250 | $ 237,400 | $ 284,900 |
| 35 | 1003-J Priority | Middleton | 900 | 2BDRM,1BA,G,P | $ 155,590 | $ 233,400 | $ 280,100 |
| 36 | 1030 Carl | Middleton | 900 | 2BDRM,1BA,P | $ 142,500 | $ 213,800 | $ 256,500 |
| 37 | 1034 Carl | Middleton | 900 | 2BDRM,1BA,P | $ 142,500 | $ 213,800 | $ 256,500 |
| 38 | 1038 Carl | Middleton | 900 | 2BDRM,1BA,P | $ 142,500 | $ 213,800 | $ 256,500 |
| 39 | 1042 Carl | Middleton | 1150 | 2BDRM,1BA,G,SR | $ 165,375 | $ 248,100 | $ 297,700 |
| 40 | 1046 Carl | Middleton | 900 | 2BDRM,1BA,G,P | $ 155,590 | $ 233,400 | $ 280,100 |
| 41 | 1050 Carl | Middleton | 900 | 2BDRM,1BA,G,CP | $ 157,250 | $ 235,900 | $ 283,100 |
| 44 | 1025-A Carl | Waterford | 1000 | 2BDRM,1BA,PWR,G,SR | $ 167,710 | $ 251,600 | $ 301,900 |
| 45 | 1025-B Carl | Westport | 900 | 2BDRM,1BA,3S | $ 155,650 | $ 233,500 | $ 280,200 |
| 46 | 1025-C Carl | Westport | 1000 | 2BDRM,1BA,SR,CP | $ 162,650 | $ 244,000 | $ 292,800 |
| 47 | 1025-D Carl | Waterford | 800 | 2BDRM,1BA,PWR,G,3S | $ 165,375 | $ 248,100 | $ 297,700 |
| 48 | 1035-A Carl | Waterford II | 1000 | 1BDRM,Den,1BA,PWR,G,SR | $ 167,710 | $ 251,600 | $ 301,900 |
| 49 | 1035-B Carl | Westport | 900 | 2BDRM,1BA,3S | $ 155,650 | $ 233,500 | $ 280,200 |
| 50 | 1035-C Carl | Westport | 900 | 2BDRM,1BA,CP | $ 152,710 | $ 229,100 | $ 274,900 |
| 51 | 1035-D Carl | Waterford II | 1000 | 1BDRM,Den,1BA,PWR,G,SR | $ 167,710 | $ 251,600 | $ 301,900 |
| 52 | 1005-B Priority | Middleton | 900 | 2BDRM,1BA,P | $ 142,500 | $ 213,800 | $ 256,500 |

1. In addition, a Monthly Service Fee of $1,096 is charged.
2. a. Under the Traditional Entrance Fee Plan, the deposit will be amortized over 60 months.
   b. Under the Estate Preservation Plan I, the deposit will be amortized over 30 months with a refund of 50% of entrance fee.
   c. Under the Estate Preservation Plan II, the deposit will be amortized over 12 months with a refund of 80% of entrance fee.
3. Agreements in effect at 12/31/2024 remain at agreement EF rates/terms.
4. Rental Plan may be offered on select units with approval from CEO.

**SPIRITRUST LUTHERAN - THE VILLAGE AT KELLY DRIVE**

**2025 APARTMENT ENTRANCE FEES (effective 1.1.25)**

| Unit No. | Floorplan | Footage | Features | Traditional | EP 1 | EP 2 |
|---|---|---|---|---|---|---|
| 14 | 2BD | 860 | 2BDRM, 1BA | $ 126,225 | $ 189,400 | $ 227,300 |
| 16 | Devon 2 | 600 | 1BDRM, 1BA | $ 107,785 | $ 161,700 | $ 194,100 |
| 124 | 2BD | 890 | 2BDRM, 1BA | $ 128,155 | $ 192,300 | $ 230,700 |
| 338 | 2BD | 800 | 2BDRM, 1BA | $ 123,650 | $ 185,500 | $ 222,600 |
| 339 | Devon 1 | 500 | 1BDRM, 1BA | $ 99,820 | $ 149,800 | $ 179,700 |
| 340 | Devon 2 | 600 | 1BDRM, 1BA | $ 107,785 | $ 161,700 | $ 194,100 |
| 341 | Devon 1 | 500 | 1BDRM, 1BA | $ 99,820 | $ 149,800 | $ 179,700 |
| 342 | Devon 2 | 600 | 1BDRM, 1BA | $ 107,785 | $ 161,700 | $ 194,100 |
| 344 | Devon 2 | 600 | 1BDRM, 1BA | $ 107,785 | $ 161,700 | $ 194,100 |
| 345 | Devon 1 | 500 | 1BDRM, 1BA | $ 99,820 | $ 149,800 | $ 179,700 |
| 346 | Devon 2 | 600 | 1BDRM, 1BA | $ 107,785 | $ 161,700 | $ 194,100 |
| 347 | Devon 1 | 500 | 1BDRM, 1BA | $ 99,820 | $ 149,800 | $ 179,700 |
| 348 | Devon 2 | 600 | 1BDRM, 1BA | $ 107,785 | $ 161,700 | $ 194,100 |

1. In addition, a Monthly Service Fee of $1,065 is charged for 1 BDRM Apt & $1,097 for 2 BDRM Apt.
2. a. Under the Traditional Entrance Fee Plan, the deposit will be amortized over 60 months.
   b. Under the Estate Preservation Plan I, the deposit will be amortized over 30 months with a refund of 50% of entrance fee.
   c. Under the Estate Preservation Plan II, the deposit will be amortized over 12 months with a refund of 80% of entrance fee.
3. Agreements in effect at 12/31/2024 remain at agreement EF rates/terms.
4. Rental Plan may be offered on select units with approval from CEO.

**SpiriTrust Lutheran, The Village at Kelly Drive**

**DISCLOSURE STATEMENT**

**Exhibit 5A**

# SKILLED NURSING FACILTY ADMISSION AGREEMENT

# (SKILLED CARE) INSERT




# SKILLED CARE ADMISSION AGREEMENT

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# SKILLED CARE ADMISSION AGREEMENT

THIS AGREEMENT, is made by and between SpiriTrust Lutheran, The Village at Sprenkle Drive a Pennsylvania non-profit corporation, (called "Center") and (called "Resident") for admission of Resident to SpiriTrust Lutheran, The Village at , and , Resident's legal representative and/or the individual who has access to Resident's income and financial resources available to pay for skilled care (called "Resident Representative").

Re nt has the right to identify a Resident Representative. Resident is not required to name a Resident Representative. Resident elects to name of , as the Resident Representative.

Resident Representative is the Resident's ☐ Agent under a valid Power of Attorney, ☐ court-appointed Guardian, or ☐ a person authorized by the Resident to serve as the Resident Representative. Resident Representative ☐ does/☐ does not have access to Resident's income and financial resources available to pay for Resident's nursing care services.

Resident, having applied for admission, and Resident Representative, if any, affirm that the information provided in the "Application for Admission" is true and correct, and acknowledge that the submission of any false information may constitute grounds to terminate this Agreement.

Therefore, Center, Resident, and Resident Representative, if any, agree to the following terms and conditions pursuant to Admission on .

## 1. PROVISION OF SERVICES.

**1.1 Basic Services.** The Center provides: (a) routine skilled care services at the daily rate as described in the Schedule of Charges for private and semi-private accommodations; (b) blankets, bed linens, towels, and wash cloths; (c) laundering of linens and washable personal clothing; (d) three meals each day, except as otherwise medically indicated; (e) non-prescription stock

medications ordered by a physician; (f) stock personal hygiene supplies; and (g) activity programs and social services.

**1.2 Ancillary Services and Supplies.** Center will provide ancillary services and supplies at the option and upon the request of the Resident, or upon the direction of Resident's treating physician or the Center's Medical Director, in exchange for additional charges as those charges are reflected in the Schedule of Charges attached to this Agreement and incorporated by reference. The ancillary services and supplies are subject to change from time to time at the discretion of Center.

**1.3 Services of Other Providers and Non-Center Services.** The services of other providers and non-Center services are made available to residents from time to time. For example, a licensed physician, a dentist, a registered pharmacist and licensed pharmacy for the provision of pharmaceutical supplies, a licensed hospital, rehabilitation therapies and diagnostic services, laboratory, x-ray, podiatry, optometry, medications, ambulance service and hearing aid repair will be made available at Resident's expense. The Resident has the right to select his/her own physician or any other service provider so long as the physician or other service provider is properly licensed or registered under the law, and all applicable government rules and Center policies are met.

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

**1.5 Private Duty Companions.** Resident may, at Resident's expense, engage private duty companions. Private duty companions may provide only that assistance any visitor to the Center is permitted to give and must comply with Center's policies. Center reserves the right to exclude from its facility any private duty companion who fails to comply with its rules.

## 2. CHARGES.

**2.1 Recurring/Periodic Charges For Basic Services.** Resident shall pay in exchange for the basic services the daily rate in effect at the time the service is rendered as such rate is reflected on the Schedule of Charges, which may be amended from time to time by Center. Charges for a resident, regardless of payor source, will begin no earlier than the date of admission.

**2.2 Additional Charges for Ancillary Services and Supplies.** Resident is responsible to pay for other services and supplies provided by or through Center which are not covered by the daily rate. Resident shall pay in exchange for ancillary services or supplies the charges in effect at the time such ancillary services or supplies are rendered, as such charges are reflected on the Schedule of Charges. Any items not identified on the Schedule of Charges will be provided at charges established by Center. The charges for ancillary services and supplies are subject to change from time to time.

**2.3 Charges for Outside and Non-Center Services**. In addition to Center's charges, Resident shall pay all fees and costs for goods or services furnished to or for Resident by anyone other than Center as described in Section 1.3 of this Agreement unless otherwise covered in full by Medicare or Medicaid or another third-party payor. Resident or Resident Representative is responsible for payment of such fees and costs whether the goods and services are furnished by a person or provider made available by Center, or by a person or provider selected by Resident, and whether the goods or services are provided at Center or elsewhere. These fees and costs are not included in the daily rate. Fees for professional services rendered by a physician are not included in the daily rate and will be charged directly to the Resident by the physician.

## 3. PERIODIC BILLINGS AND PAYMENT DUE DATE.

**3.1 Monthly Statements and Other Billings.** On or before the fifth ($5^{th}$) calendar day of each month, Resident or Resident Representative will be sent a billing statement reflecting charges for skilled services for the upcoming month and charges for ancillary services and supplies which were incurred in the prior month. Statements are due and payable upon receipt.

**3.2 Modification of Charges.** Center reserves the right to change from time to time the amount of its charges or how and when its charges are computed,

billed or become due. Center shall provide sixty (60) days advance written notice of any such changes.

**3.3 Late Charges and Cost of Collection.** Any bills unpaid after the 15th day of the month of issue are subject to a late charge of one and one-half percent (1.5%) per month, and Resident or Resident Representative is obligated to pay any late charges. In the event Center initiates any legal actions or proceedings to collect payments due from Resident under this Agreement, Resident or Resident Representative shall be responsible to pay all attorneys' fees and costs incurred by Center in pursuing the enforcement of Resident's financial obligations under this Agreement.

**3.4 Obligations of Resident's Estate and Assignment of Property.** Resident and Resident Representative acknowledge the charges for services provided under this Agreement remain due and payable until fully satisfied. In the event of Resident's discharge for any reason, including death, this Agreement shall operate as an assignment, transfer and conveyance to the Center of so much of Resident's property as is equal in value to the amount of any unpaid obligations under this Agreement. This assignment shall be an obligation of Resident's estate and may be enforced against Resident's estate. Resident's estate shall be liable to and shall pay to the Center an amount equivalent to any unpaid obligations of Resident under this Agreement.

**3.5 Preservation of Income and Resources**. Resident represents and warrants that the disclosure of his/her income and resources is complete and accurate to the best of his/her knowledge, information and belief. In agreeing to admit Resident to the Center, the Center is relying upon these representations. Resident acknowledges that he/she will not transfer any of his/her assets to the extent such a transfer would make him/her eligible for Medicaid benefits earlier than if Resident's assets had been spent down by paying for Resident's care and personal needs.

## 4. MEDICARE/MEDICAID PROGRAMS.

**4.1 Participation in Programs.** Center currently participates in the federal Medicare program and the Pennsylvania Medical Assistance program ("Medicaid"), which is a Medicaid Managed Care program operated under the name Community HealthChoices and administered by several Managed Care Organizations. The Center reserves the right to withdraw from the Medicaid or Medicare programs at any time in accordance with law. The Center also

reserves the right to determine which Community HealthChoices Managed Care Organization with whom it will contract.

**4.2 Actions of Medicaid and Medicare Agencies.** The Pennsylvania Department of Human Services ("DHS") is responsible for administering benefits under the Medicaid program through the Community HealthChoices Managed Care Organizations. The Centers for Medicare and Medicaid Services ("CMS"), of the United States Department of Health and Human Services, is responsible for administering the Medicare program through an administrative contractor. Resident acknowledges that Center is not responsible for, and has made no representations regarding, the actions or decisions of DHS or the Community HealthChoices Managed Care Organizations, CMS, or the Medicare administrative contractor in administering the programs.

**4.3 Medicaid Benefits.**

**a. Obligations of Resident.** Resident is obligated to make full and complete disclosure regarding all financial resources and income during the application process. Failure to identify all resources and income, or the submission of false information, may result in the termination of this Agreement. Resident is obligated to notify the Center when Resident's resources available to satisfy the Resident's financial obligations under this Agreement have been reduced to Twenty Thousand Dollars ($20,000). Resident is obligated to apply for Medicaid benefits at such time as Resident's resources will no longer be sufficient to pay all the Center charges for Resident's care and stay or when directed to do so by the Center. Resident shall provide any documentation requested by the County Assistance Office. Upon Center's request, Resident shall execute an authorization for Center to obtain Resident's financial information for the purposes of securing Medical Assistance benefits, pursuing a hardship waiver, and bringing Resident's account current. In the event Resident applies for Medicaid benefits, Resident shall continue to pay and apply all of Resident's available resources toward the fulfillment of Resident's financial obligations under this Agreement while the Medicaid application is pending an eligibility determination by DHS.

**b. Patient Pay Amount.** For residents approved for Medicaid benefits, the Center will accept payment from the Commonwealth of Pennsylvania and, if applicable, the Resident's Patient Pay Amount as determined by DHS as payment in full only for those services covered by the Medicaid program. Resident remains obligated to pay such Patient Pay Amount, less any qualified medical expense deductions, on a monthly basis. Services covered by Medicaid are identified in the Resident Handbook, and the Resident remains obligated to pay for those services not included. In the event Resident applies for Medical Assistance benefits, Resident or Resident Representative, upon request of Center, and to the extent permitted by law, shall arrange for assignment to the Center of any payment on behalf of Resident in an amount equivalent to the Patient Pay Amount as determined by DHS.

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

**d. Authorization to Apply for and/or Appeal (Medicaid).** In the event of Resident's incapacity and in situations where Resident's resources are depleted or appear to be depleted to the extent that Resident can no longer pay privately for skilled care, and it appears that Resident has become or will become eligible for Medicaid benefits to cover the cost of Resident's continued stay in the Center; and if there is no other legal representative of Resident known to the Center or other friend or relative known to the Center who is authorized and/or is available or willing to act on Resident's behalf, after the Center has made a good faith effort to identify such persons; then Resident hereby authorizes the Center to request, file and/or apply for Medicaid benefits on behalf of Resident for the limited purpose of assisting Resident

to secure payment through the Medical Assistance program for Resident's continued stay in the Center. In the event the application for Medicaid benefits filed on behalf of the Resident is denied, or in the event Medicaid benefits are granted and subsequently discontinued, Resident hereby authorizes the Center to file on Resident's behalf an appeal of any such denial of Medicaid eligibility or discontinuance of Medicaid benefits, and to take such actions to secure Resident's Medicaid benefits as the Center deems reasonably necessary or appropriate and consistent with law. Resident warrants and represents that the financial information disclosed in the Application for Admission is true and accurate and may be relied on by the Center in pursuing Medicaid benefits on behalf of Resident.

e. **Authorization to File a Hardship Waiver with DHS on Behalf of Resident**. If DHS' application of a transfer of assets penalty operates to deprive Resident of medical care such that Resident's life would be in danger, or would deprive Resident of food, clothing or shelter, or other necessities of life, then in the event of Resident's incapacity, inability or unwillingness to act, and if there is no other legal representative of Resident known to the Center or any other friend or relative known to the Center who is authorized and/or is promptly available or willing to act timely on behalf of Resident, then Resident authorizes Center to file a Hardship Waiver with DHS on Resident's behalf.

**4.4 Medicare Part A and Part B Benefits.** To the extent that Resident is a beneficiary under either Medicare Part A or Medicare Part B insurance and the skilled services or ancillary services or supplies ordered by a physician are covered by such insurance, the Center or other provider will bill the charges for the covered services or supplies to the Medicare program. The Resident is responsible for and shall pay any co-insurance or deductible amounts under Medicare Part A or Part B insurance. The Center shall accept payment from the Medicare administrative contractor as payment in full only for those services deemed to be covered in full under the Medicare Part A or the Medicare Part B program. Services not covered by Medicare are identified in the Resident Handbook. [Attachment A – Medicare Secondary Payer Questionnaire]

**a.** **Permission to Bill Medicare A and/or B**: I request that payment of authorized Medicare benefits be made either to me or on my behalf for any services furnished me by or in SpiriTrust Lutheran, The Village at , including physician services. I authorize any holder of medical and/or other information about me to release to CMS and its agents any information needed to determine these benefits for related services.

## 4.5 Medicare Part D Prescription Drug Benefits.

**a.** **Enrollment in Medicare Part D Plan**. If Resident is an eligible beneficiary under the Medicare Part D insurance program and has enrolled or has been mandatorily enrolled in a Medicare Part D Prescription Drug or Medicare Advantage Plan ("PDP"), Resident shall advise Center in writing of Resident's chosen PDP upon admission. In the event that Resident becomes an eligible beneficiary under Medicare Part D after admission, or subsequently chooses to enroll in a PDP following admission, Resident shall notify Center in writing of Resident's chosen PDP prior to enrollment in the PDP. Resident shall advise Center if Resident elects to change PDPs, and shall provide written notice of such election, including the name/identity of the newly-selected PDP prior to the effective date of the change in the PDP.

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

responsible to pay for all such prescription drugs, supplies, other medications or pharmaceuticals.

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

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

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

benefit, Resident and/or Resident Representative has the sole responsibility to apply for such benefits.

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

**(1)** Resident and/or Resident Representative may independently (i) request an exception from Resident's PDP to cover non-formulary or non-covered Medicare Part D drugs that are otherwise needed or required by Resident; (ii) file a request for a redetermination of any coverage denial issued by Resident's PDP; (iii) file an appeal with the appropriate agency and judicial tribunals to challenge any denial of a request for redetermination.

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

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

covered pharmaceuticals, consistent with the requirements of this Section.

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

**4.6 Non-covered Services.** Resident is and remains obligated to pay Center for services and supplies not covered by the Medicaid or the Medicare programs.

## 5. MANAGED CARE ORGANIZATIONS.

**5.1 Participation in Managed Care Organizations.** The Center is an authorized provider of skilled care services to members of certain managed care organizations (MCOs). A listing of the MCOs for whom the Center is an authorized provider is available from the Administrator.

**5.2 Enrollment in a Managed Care Organization.** Resident or Resident Representative shall notify the Center in writing prior to enrolling with an MCO or switching Resident's MCO enrollment.

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

**5.4 Obligations of Resident.** The Center will accept payment from the MCO as payment in full only for those services and supplies covered by the MCO. Resident is responsible for any co-payments or other costs assigned to Resident under the specific terms of the managed care plan. Resident also shall pay for any services or supplies not covered by the MCO under the specific terms of the managed care plan. Co-payments and other costs assigned to Resident and charges for services or supplies not covered by the specific terms of the managed care plan are identified in the Schedule of Charges. Managed care plans typically require pre-authorization of services

by the MCO. If Resident chooses to have services which the MCO refuses to pre-authorize, Resident shall pay the Center for those services. Resident shall pay the Center in a timely manner for all non-covered services retroactive to the date of the initial delivery of services.

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

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

**6. DURABLE FINANCIAL POWER-OF-ATTORNEY**. Resident is strongly encouraged to furnish to Center, no later than the date of admission, a durable Power-of-Attorney executed by Resident as Principal designating someone other than the Center or a representative or affiliate of Center as Agent, for the limited purpose of financial decisions and payment of services. In the event Resident fails to designate an Agent under a Power-of-Attorney, Resident shall be responsible to pay for any guardianship proceedings related to the appointment of someone or a legal entity to make decisions on behalf of Resident, if and when Resident lacks capacity to make such decisions as determined by Center.

**7. READMISSION-BED HOLD POLICY.**

**7.1 Private Pay Residents.** If Resident leaves Center for a period of hospitalization, therapeutic leave, or any other reason (other than Resident's death), and if Resident is not eligible for, or receiving Medical Assistance benefits, Resident or Resident Representative may reserve a bed by electing, verbally and in writing, to pay the daily rate in effect during the time period of Resident's temporary absence. After an absence of fifteen (15) consecutive days due to hospitalization, or thirty (30) days per year due to therapeutic leave, the Resident shall receive a credit as indicated on the Center's Schedule of Charges for each additional day of absence during any bed reservation period. If Resident or Resident Representative, either verbally or in writing, elects not to reserve a bed or Resident or Resident Representative fails to make a verbal or written election to reserve a bed within twenty-four (24) hours of Resident's departure from Center, then Resident's or Resident Representative's decision not to reserve a bed or his/her failure to make an election shall be construed as a request for discharge, and the Resident will be voluntarily discharged from Center effective the date of the Resident's transfer. Readmission of Resident to the Center shall be subject to bed availability.

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

**7.3 Medicare Residents.** In the event that a resident eligible for Medicare Part A benefits is transferred to or readmitted to a hospital, the Medicare Part A benefit does not cover periods of hospitalization, beginning with the date the Resident is admitted to the hospital (or, if the Resident does not return to the

Center by midnight of the day of Resident's departure from Center, then the date the Resident is transferred to the hospital), and continuing until Resident's return from the hospital. Resident or Resident Representative may reserve a bed by electing, verbally and in writing, to pay the daily rate in effect during the time period of Resident's temporary absence. If Resident or Resident Representative, either verbally or in writing, elects not to reserve a bed or Resident or Resident Representative fails to make a verbal or written election to reserve a bed within twenty-four (24) hours of Resident's departure from Center, then Resident's or Resident Representative's decision not to reserve a bed or his/her failure to make an election shall be construed as a request for discharge, and the Resident will be voluntarily discharged from Center effective the date of the Resident's transfer. Readmission of Resident to the Center shall be subject to bed availability.

## 8. OBLIGATIONS OF RESIDENT REPRESENTATIVE.

**8.1 General Obligations.** Resident has the right to identify a Resident Representative (usually the Agent in the Resident's Power of Attorney or Guardian), who has access to Resident's income and financial resources available to pay for Resident's nursing care services. If the Resident selects a Resident Representative, then said Resident Representative shall sign this Agreement and the Resident Representative Agreement in recognition of this designation with the intent to be legally bound by all provisions in this Agreement except as modified by the Resident Representative Agreement. The Resident Representative shall be obligated to fulfill the duties on behalf of the Resident imposed by this Agreement and the Resident Representative Agreement in accordance with the law governing fiduciary duties. The Center may petition a court to appoint a Guardian and take other legal action if the Center reasonably believes that the Resident's needs are not being properly met or the duties imposed by this Agreement or the Resident Representative Agreement are not being fulfilled by the Resident Representative. Resident, Resident's estate, or Resident Representative shall pay the cost of such Guardianship proceedings, including attorneys' fees.

**8.2 Potential Liability.** The Resident Representative's duties, obligations and responsibilities are set forth in the Resident Representative Agreement, which is incorporated by reference herein in its entirety. By signing this Agreement, Resident Representative acknowledges he/she has read the Resident Representative Agreement, understands the terms therein, and that he/she

shall be bound by all terms set forth in the Resident Representative Agreement.

## 9. PERSONAL FINANCES.

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

**a. Personal Fund Management**:

**(1)** ☐ I choose to deposit personal funds with the Center. Please see the Finance Office Manager to assist in opening a personal funds account.

**(2)** ☐ I do not wish to deposit personal funds with the Center.

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

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

**10. CHANGES IN ROOM ASSIGNMENTS**. The Center reserves the right and discretion to move Resident to another room or bed within the Center, and the right and discretion to move Resident's roommate, if any, at any time consistent with the needs of the Center.

**11. TERMINATION, TRANSFER OR DISCHARGE.**

**11.1 Resident Initiated.** Resident may terminate this Agreement upon thirty (30) days written notice to Center. If Resident leaves Center for any reason other than a medical emergency or death, Resident must give written notice to Center at least thirty (30) days in advance of transfer, discharge or termination of this Agreement. If advance written notice is not given to Center, there will be due to Center its daily rate and other charges then in effect for Resident's stay and care for the required thirty (30) day notice period. The charge applies whether or not the Resident remains at Center during the thirty (30) day notice period. The charge specified in this Section does not apply to a resident whose payor source is Medicare Part A or Medical Assistance.

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

**a.** the transfer or discharge is necessary to meet Resident's welfare and Resident's needs cannot be met in the Center;

**b.** Resident's health has improved sufficiently so that Resident no longer needs the services provided by Center;

**c.** the safety of individuals in the Center is endangered due to the clinical or behavioral status of the Resident;

**d.** the health of the individuals in the Center would otherwise be endangered;

**e.** Resident has failed, after reasonable and appropriate notice, to pay for (or to have paid or treated as paid under the Medicare or Medicaid Programs) charges for Resident's care and stay at Center; or

**f.** Center ceases to operate.

**11.3 Notice and Waiver of Notice**. Except as specified in Section 11.4 of this Agreement, Center will notify Resident and, if applicable, Resident Representative at least thirty (30) days in advance of transfer or discharge. In situations, however, where appropriate plans that are acceptable to the Resident can be implemented earlier, and except in cases of emergencies, including those situations described in subparagraphs (a), (c), and (d) above, then Center will give such notice before transfer or discharge as is practicable under the circumstances.

**11.4 Facility Closure**. In the event of an impending closure, the Administrator of the Center, at least sixty (60) days prior to the date of closure, shall provide written notification of such closure to the Resident and, if applicable, the Resident Representative.

**11.5 Level of Care Transfer or Discharge**. In the event that this Agreement is terminated because Resident's health has improved sufficiently so that the services provided by the Center are no longer necessary, Resident shall be given priority access over non-resident applicants to the personal care residence operated by SpiriTrust Lutheran. This priority access, however, is not available for any resident who has transferred assets or income represented under the income and assets sections of the Application for Admission to be available to pay for Resident's care. Additionally, this priority access shall be subordinate to residents who have paid an entrance fee to SpiriTrust Lutheran. Resident must satisfy all criteria for admission and space must be available. Resident shall enter into a separate personal care residence admissions agreement, and pay the prevailing daily rate for services in the personal care residence. In the event that there is insufficient space available in the personal care residence or resident fails to satisfy the requirements for admission, Resident shall be afforded priority access to any available room in the other personal care residences operated by SpiriTrust Lutheran. This priority access, however, shall be subordinate to residents who have paid an entrance fee to SpiriTrust Lutheran.

Resident shall be required to pay all charges associated with the transfer to and care in any other SpiriTrust Lutheran personal care residence. In the event that there is insufficient space in the other SpiriTrust Lutheran personal care residences so that Resident must be transferred to a non-SpiriTrust Lutheran personal care residence, or the Resident elects to transfer to a personal care residence not operated by SpiriTrust Lutheran, the expense of such transfer to

and care in an alternative personal care residence shall be the obligation of Resident.

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

## 12. THIRD-PARTY PAYMENTS.

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

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

**a.** **Assignment of Benefits**: I request that payment of Medicare, Medicaid, Insurance and all 3rd Party benefits be made to SpiriTrust Lutheran, The Village at on my behalf for services furnished to me. I authorize any holder of medical information about me released to SpiriTrust Lutheran, The Village at any information needed to determine these benefits for related services.

**12.3 Insurance.** In the event of an initial or subsequent denial of coverage by the Resident's insurance carrier, Resident shall pay the Center timely for all non-covered services retroactive to the date of the initial delivery of services, so long as such payment obligation is consistent with the regulations governing the Center's participation in the Medicare and Medicaid Programs.

**13. CENTER RULES, REGULATIONS, POLICIES AND PROCEDURES**. Resident shall comply fully with all governmental laws and regulations, the provisions of this Agreement, and the Center's rules, regulations, policies and procedures as published in the Center's Resident Handbook or other documents or publications made available by the Center. The Center reserves the right to amend or change its rules, regulations, policies and procedures. The Center's rules, regulations, policies and procedures shall not be construed as imposing contractual obligations on the Center or granting any contractual rights to Resident, and are subject to change from time-to-time. The Center does not permit smoking, vaping or tobacco anywhere on its premises.

**14. PERSONAL AND OTHER PROPERTY**.

**14.1 Responsibility for Maintenance and Loss**. Resident is responsible for furnishing and maintaining his or her own clothing and other items of property as needed or desired. Resident is encouraged to and may obtain at his or her own expense, casualty insurance to cover potential damage to or loss of any of Resident's personal property. If damage or loss occurs to Resident's property, the Center will investigate each incident of loss or damage to determine liability and assess responsibility depending on the facts and circumstances of each incident. The Center shall be responsible for only such losses or damages as are attributed by the Center to the negligence or fault of the Center.

**14.2 Disposition and Storage Upon Resident's Death**. Upon the Resident's death, Center shall contact Resident's authorized representative within twenty-four (24) hours to arrange for an inventory of Resident's personal property. Center is authorized to transfer Resident's personal property to a duly authorized representative of Resident's estate or to such parties or persons entitled to the property under current law. The duly authorized representative of Resident's estate or other persons entitled to property under current law must acknowledge, in writing or orally, the receipt of the personal property transferred to his or her custody by Center. After completing an inventory, Center, in its sole discretion, may move and place Resident's personal property into storage at Center's expense. If property held in storage is not claimed within thirty (30) days, Center shall send a notice to the authorized representative via certified mail that if items in storage are not removed within fourteen (14) days of receipt of the letter, then Center may dispose of Resident's property.

**14.3 Disposition and Storage Upon Resident's Transfer or Discharge**. If Resident's personal property is not claimed or removed within twenty-four (24) hours of Resident's permanent transfer or discharge, the Center shall move and place Resident's personal property in storage until claimed. After a thirty (30) day period in storage, the Center may dispose of Resident's property (subject to written notice or oral discussion with Resident/Resident Representative). The Center is not responsible for any damages incurred to Resident's property if storage becomes necessary. Resident or Resident's estate shall be obligated to pay all costs of storage or disposition and shall bear the risk of loss or damage to the property.

**14.4 Damage to Room or Center Property**. Resident or Resident's estate is responsible for any damages caused to Center property beyond normal wear and tear, and shall pay for the repair and replacement of damaged property, based on the actual charge or cost to the Center for such repair or replacement.

**15. RESIDENT RECORDS.** By signing this Agreement, Resident consents to the release of Resident's personal and medical records maintained by the Center for treatment, payment and operations as determined reasonably necessary by Center. Any such release may be to the Center's employees, agents and to other health care providers from whom Resident receives services, to third-party payors of health care services, to any MCO in which Resident may be enrolled, or to others deemed reasonably necessary by the Center for purposes of treatment, payment and operations. Release of records

for other purposes shall be done in accordance with applicable law, with a specific authorization from the Resident where required. Authorized agents of the state or federal government, including the Long Term Care Ombudsman, may obtain Resident's records without the written consent or authorization of Resident.

**16. TREATMENT AUTHORIZATION.** By signing this Agreement, Resident authorizes Center to provide care and treatment consistent with the terms of this Agreement. Resident also authorizes the Center to obtain all necessary clinical and/or financial information from the hospital or skilled care center from which Resident may be transferring.

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

**18. CAPACITY OF RESIDENT AND GUARDIANSHIP.** Resident affirms that he or she has capacity, has never been adjudged incapacitated, and has no knowledge of any pending petition to adjudicate his or her capacity. If Resident is or has been declared incapacitated, the following person has been designated as the legal representative or appointed guardian for Resident:

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If Resident becomes unable to understand or communicate, and is determined by Resident's physician or Center's Medical Director after admission to be incapacitated, then, in the absence of Resident's prior designation of an authorized legal representative, or upon the unwillingness or inability of the legal representative to act, Center shall have the right to commence a legal proceeding to adjudicate Resident incapacitated and to have a court appoint a guardian for Resident. The cost of the legal proceedings, including attorneys' fees, shall be paid by Resident or Resident's estate.

**19. CENTER'S GRIEVANCE PROCEDURE**.

**19.1 Reporting Complaints**. If Resident or Resident Representative believe(s) that Resident is being mistreated in any way or Resident's rights have been or are being violated by staff or another resident, Resident or Resident

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

Name:
Address:
Email:
Phone:

**19.2 Center's Obligations**. The Grievance Officer will review and investigate the complaint and provide a response to Resident/Resident Representative.

**20. NOTICE**.

Wherever written notice is required to be given to the Center under this Agreement, it shall be sufficient if notice is provided by personally delivering it or by first-class mail, return receipt requested, addressed to:

Administrator:
Address:

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

**21. INDEMNIFICATION**. Resident shall indemnify and hold the Center harmless from and against, and is responsible to pay for, any damages, including attorneys' fees and reasonable costs, including those incident to establishing the right to indemnification for injury to or death of any person or other resident, or for damage to or loss of the property of any person or resident caused by the acts or omissions of Resident, to the fullest extent permitted by law.

**22. MISCELLANEOUS PROVISIONS.**

**22.1 Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and shall be binding upon and inure to the benefit of each of the undersigned parties and their respective heirs, personal representatives, successors and assigns.

**22.2 Severability.** The various provisions of this Agreement shall be severable one from another. If any provision of this Agreement is found by a court or administrative body of proper jurisdiction and authority to be invalid, the other provisions shall remain in full force and effect as if the invalid provision had not been a part of this Agreement.

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

**22.4 Entire Agreement**. This Agreement, the Resident Representative Agreement, the Application for Admission and, if applicable, the Agreement to Resolve Disputes by Voluntary Mediation and/or Binding Arbitration represent the entire agreement and understanding between the parties, and supersedes, merges and replaces, all previous negotiations, offers, warranties and prior representations, understandings or agreements, oral or written, between the parties.

**22.5 Modifications.** Center reserves the right to modify unilaterally the terms of this Agreement to conform to subsequent changes in law, regulation or operations. To the extent reasonably possible, Center will give Resident and, if applicable, Resident Representative thirty (30) days advance written notice of any such modifications. Resident may not modify this Agreement except by a writing signed by the Center.

**22.6 Waiver of Provisions**. The Center reserves the right to waive any obligation of Resident under the provisions of this Agreement in its sole and absolute discretion. No term, provision or obligation of this Agreement shall be deemed to have been waived by the Center unless such waiver is in writing by the Center. Any waiver by the Center shall not be deemed a waiver of any other term, provision or obligation of this Agreement, and the other obligations of Resident and this Agreement shall remain in full force and effect.

## 23. ACKNOWLEDGEMENTS.

**23.1 Schedule of Charges.** Resident and Resident Representative, if any, acknowledge the receipt of a copy of the Schedule of Charges, and the opportunity to ask questions about Center's charges. [Attachment B]

**23.2 Advance Directives.** Resident and Resident Representative, if any, acknowledge being informed, orally and in writing [Attachment C], of Center's policy on advance directives and medical treatment decisions.You are **not required** to complete or formulate an advance health care directive as a condition of admission or as a condition of receiving continued skilled care services.

**a.** **The Patient Self Determination Act of 1990**. An amendment to the Omnibus Budget Reconciliation Act of 1990, requires many Medicare and Medicaid providers to give adult individuals, at the time of inpatient admission or enrollment, certain information about their rights under state laws governing advanced directives including: (1) the right to participate in and direct their own health care decisions; (2) the right to accept or refuse medical or surgical treatment; (3) the right to prepare an advance directive; (4) information on the provider's policies that govern the utilization of these rights. The act also prohibits institutions from discriminating against a patient who does not have an advance directive.

**b.** **Act 169. An amendment to the Pennsylvania Advance Directive for Health Care Act**, provides statutory means for competent adults to make decisions in advance regarding their health care and provides guidance to providers and families where an individual has not executed an advance health care directive.

**23.3 Notice of Privacy Practices.** The Resident and Resident Representative acknowledge receiving a copy of the Notice of Privacy Practices maintained by SpiriTrust Lutheran. [Attachment D]

**23.4 Resident Rights**. Resident and Resident Representative acknowledge being informed orally and in writing of Resident's Rights as reflected in the publication, Notice of Rights of Nursing Facility Residents (MA-401) published by DHS, and the Resident Rights listing created by DOH, attached to this Agreement [Attachment E], and further acknowledge having an opportunity to ask questions about those rights. Both the MA-401 and Attachment E are subject to change from time-to-time and shall not be construed as imposing any contractual obligations on the Center or granting any contractual rights to Resident.

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

**24. AGREEMENT.** Resident and Resident Representative, if any, acknowledge that they have read and understand the terms of this Agreement, that the terms have been explained to them by a representative of Center, and that they have had an opportunity to ask questions about this Agreement. The parties agree that this Agreement may be executed electronically.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES ON FOLLOWING PAGE(S)]

**IN WITNESS WHEREOF**, the parties, intending to be legally bound, have signed this Agreement on the date written below.

_____ _____

Resident Signature Date
Agent Signature
Guardian Signature

_____

Print Name

_____ _____

Resident Representative (if any) Date

_____

Print Name

**SpiriTrust Lutheran, The Village at**

By _____ _____

Center's Authorized Representative Date

_____

Print Name

**SpiriTrust Lutheran, The Village at Kelly Drive**

# DISCLOSURE STATEMENT

## Exhibit 5B

## PERSONAL CARE ADMISSION AGREEMENT (PERSONAL CARE) INSERT

**SpiriTrust Lutheran, The Village at Kelly Drive**

# PERSONAL CARE ADMISSION AGREEMENT

**THIS AGREEMENT** made by and between SpiriTrust Lutheran, a Pennsylvania non-profit corporation, SpiriTrust Lutheran, The Village at Kelly Drive and (called "Resident") and (called "Responsible Person" or "Guarantor"), if any, of , Resident's legal representative and/or the individual who has lawful access to Resident's income and financial resources available to pay for personal care services (called "Responsible Person" or "Guarantor"). The Responsible Person is liable only up to the amount of the Resident's financial resources. The Guarantor is personally liable for all of the financial obligations of the Resident under this Agreement.

Resident has 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 Resident or as required by law. Resident is not required to name a Designated Person. Resident elects to name of , as the Designated Person. The Designated Person may also be the Responsible Person or Guarantor if Resident so chooses.

Resident, having applied for admission, and, if applicable, Responsible Person or Guarantor, if any, affirm that the information, including all financial information, provided in the Application for Admission is true and correct, and acknowledge that the submission of any false information may constitute grounds to terminate this Agreement.

Therefore, Residence, Resident, and if applicable, Designated Person and/or Responsible Person or Guarantor, if any, agree to the following terms and conditions:

## 1. PROVISION OF SERVICES.

1.1 Levels of Care. Residence provides three different levels of care depending on Resident's care needs as determined by utilizing the Level of Care Assessment Tool, which is attached as Attachment "A" and is subject to change from time to time.

1.2 Basic Services. Residence will provide Resident with the following services at each level of care:

(a) assistance with or supervision in activities of daily living and/or instrumental activities of daily living. The Schedule of Charges identifies those activities of daily living and/or instrumental activities of daily living, which are available to Resident as Basic Services for each level of care and which are included in the Daily Rate. The Schedule of Charges is attached hereto as Attachment "B" and is subject to change from time to time;

(b) ☐ private ☐ semi-private accommodations;

(c) blankets, pillows, bed linens, towels, wash cloths, and soap;

(d) laundering of linens and towels;

(e) three meals each day, except as otherwise medically indicated;

(f) furnishings consisting of a bed, chair, storage area for clothing (i.e., chest of drawers and closet), bedside table/shelf, mirror and lamp. Resident, with the approval of Residence, may also supply his/her own furnishings.

(g) certain activity programs and social services.

1.3 Ancillary Services. Residence will provide ancillary services, at the option and upon the request of the Resident, in exchange for additional charges as those charges are reflected in the Schedule of Charges attached to this Agreement and incorporated by reference.

1.4 Personal Care Services Based on Outcome of Support Plan. Residence shall provide Resident with assistance with activities of daily living and/or instrumental activities of daily living consistent with Resident's Support Plan which shall be developed and implemented within thirty (30) days after admission as specified in Section 4.6 of this Agreement. The Support Plan shall be attached to this Agreement as Attachment "C" and may be subject to change from time to time. Some of the activities of daily living and/or instrumental activities of daily living specified in the Support Plan may not be included in the Daily Rate and Resident may be subject to an

additional charge for such Ancillary Services as reflected on the Schedule of Charges, which is attached hereto and may be amended from time to time by Residence.

1.5 Assessed Levels of Care. Resident, at the time of execution of this Agreement, shall receive services at the following indicated level of care:

☐ Level I [ _____*initials*]; ☐ Level II [ _____*initials*]; or ☐ Level III [ _____*initials*]. The Daily Rate for each level of care is reflected on the Schedule of Charges, which is subject to change from time to time. At the time of execution of this Agreement, the Daily Rate is $ [_____*initials*], which fee is subject to change from time to time. Resident has been advised and acknowledges that Residence, in its sole discretion, has the right to assess Resident as Residence may deem reasonably appropriate, and that Resident may be reassigned to another level of care based on Resident's care needs which are determined by utilizing the Level of Care Assessment Tool referenced in Section 1.1.

## 2. CHARGES.

2.1 Recurring/Periodic Charges for Basic Services. Resident and/or the individual specified in Section 2.5 of this Agreement shall pay, in advance, in exchange for the Basic Services provided to Resident at his/her assigned level of care, the Daily Rate in effect at the time the service is rendered as such rate is reflected on the Schedule of Charges, which may be amended from time to time by Residence upon notice to Resident.

2.2 Additional Charges for Ancillary Services and Supplies. Resident and/or the individual specified in Section 2.5 of this Agreement shall be responsible to pay for other services and supplies provided by or through Residence which are not covered by the Daily Rate. Resident and/or the individual specified in Section 2.5 of this Agreement shall pay in exchange for Ancillary Services or Supplies the charges in effect at the time such Ancillary Services or Supplies are rendered, as such charges are reflected on the Schedule of Charges. Any items not identified on the Schedule of Charges ordered by a physician will be provided at charges established by Residence.

2.3 Charges for Reserving Resident's Personal Care Room. Resident and/or the individual specified in Section 2.5 of this Agreement shall pay the full Daily Rate applicable at the time of Resident's absence for reserving Resident's personal care room for any days or periods of hospitalization, transfer or any other absences from the Residence. Resident's room is automatically reserved unless Resident indicates in writing Resident's intent not to reserve the room. ☐ Resident [_____*initials*]; ☐ Responsible Person [_____*initials*]; ☐ Guarantor [_____*initials*].

2.4 Method of Payment for Charges for Long Distance Telephone Calls. Long distance telephone calls (excluding international calls) are included in the Daily Rate. Resident and/or the individual specified in Section 2.5 of this Agreement shall pay the charge as assessed by the Residence for all international telephone calls. The charges for international telephone calls will appear on the monthly statement provided to Resident by the Residence.

2.5 Party Responsible 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*].

2.6 Level of Care Assessment Charges. If it is determined by Residence that Resident requires a higher level of care within Residence than previously assigned due to a change in Resident's care needs, Resident's Support Plan will be amended and Resident will be reassigned to a higher level of care within Residence in accordance with Section 1.5. Resident and, if applicable, Designated Person and/or Responsible Person or Guarantor will be notified in writing of the change in level of care and the corresponding applicable Daily Rate. The corresponding applicable Daily Rate will be immediately effective on the date Resident is reassigned to the higher level of care.

## 3. PERIODIC BILLINGS AND PAYMENT DUE DATE.

3.1 Monthly Statements and Other Billings. Resident and, if applicable, the Responsible Person and/or Guarantor will receive each month a billing statement reflecting ancillary charges for the previous month and the amount due for Basic Services one month in advance. All bills are due and payable within ten (10) days of receipt.

3.2 Modification of Charges. Residence reserves the right to change from time to time the amount of its charges as reflected in the Schedule of Charges or how and when its charges are computed, billed or become due. Residence, except as provided in Section 2.6 of this Agreement, shall provide thirty (30) days advance written notice of any changes in its Daily Rate or any changes in the charges for Ancillary Services.

3.3 Late Charges and Cost of Collection. Any bills unpaid after the tenth (10th) day of the month of issue are subject to a late charge of one and one-half percent (1.5%) per month, and Resident, and if applicable, Responsible Person or Guarantor are obligated to pay any late charges. In the event Residence initiates any legal actions or proceedings to collect payments due from Resident under this Agreement, Resident, and if applicable, Responsible Person or Guarantor shall be responsible to pay all attorneys' fees and costs incurred by Residence in pursuing the

enforcement of Resident's financial obligations under this Agreement.

3.4 Billing Information. Statements shall be sent to:

Resident and/or Responsible Person or Guarantor agrees to notify the Residence within ten (10) days of any change in the billing address.

3.5 Obligations of Resident's Estate and Assignment of Property. Resident and, if applicable, Responsible Person or Guarantor acknowledge the charges for services provided under this Agreement remain due and payable until fully satisfied. In the event of Resident's discharge for any reason, including death, this Agreement shall operate as an assignment, transfer and conveyance to Residence of so much of Resident's property as is equal in value to the amount of any unpaid obligations under this Agreement. This assignment shall be an obligation of Resident's estate and may be enforced against Resident's estate. Resident's estate shall be liable to and shall pay to Residence an amount equivalent to any unpaid obligations of Resident under this Agreement.

## 4. STANDARDIZED SCREENING, ASSESSMENTS AND MEDICAL EVALUATION.

4.1 Pre-Admission Screening and Medical Evaluation. Admission to Residence is conditioned upon Resident completing to the satisfaction of Residence a pre-admission screening, including a mobility assessment, within thirty (30) days prior to admission, which indicates that the needs of Resident can be met by the services provided by Residence. Resident also shall have a medical evaluation and have a licensed physician, physician's assistant or certified registered nurse practitioner complete and sign an acceptable medical evaluation form within sixty (60) days prior to or within thirty (30) days after admission.

4.2 Initial Assessment. Resident shall have a written initial assessment, including a mobility assessment, completed by the Administrator or a designee of the Administrator or, subject to Residence approval, completed by a qualified human service agency within fifteen (15) days of admission.

4.3 Cost of Medical Evaluations. Resident is responsible for paying the cost of all medical evaluations and diagnostic tests whenever medical evaluations and diagnostic tests are required.

4.4 Purpose and When Required. The purpose of the screening process, initial assessment and medical evaluation is to provide basic information about the care needed by Resident. Additional assessments, including mobility assessments, are required: (a) annually; (b) if the condition of Resident significantly changes prior to

the annual assessment; or (c) at the request of the Department of Human Services upon cause to believe that an update or revised assessment is needed. Resident shall have a medical evaluation: (a) annually; or (b) if the medical condition of Resident changes prior to the annual medical evaluation.

4.5 Results of Screening and Medical Evaluation. In the event that a screening, assessment or medical evaluation indicates that Resident's care needs exceed the capabilities of Residence, Resident shall be transferred or discharged under the terms and conditions set forth in this Agreement.

4.6 Support Plan. Residence shall develop and implement a written Support Plan for Resident within thirty (30) days after admission to Residence. The Support Plan shall describe the care, service or treatment needs of Resident. Resident may participate in the development and implementation of Resident's Support Plan, and may include Resident's Designated Person, if any, in making decisions about the services to be provided to Resident. Resident's Support Plan shall be revised within thirty (30) days upon: (a) completion of the annual assessment; or (b) changes in Resident's 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 Resident every day during Resident's stay in Residence, unless the Support Plan provides otherwise.

4.7 Level of Care Transfer Determination. The level of care required for Resident is initially determined and periodically reevaluated by Residence. If it is determined by Residence that Resident, due to a change in Resident's condition, requires a higher level of care than Residence provides, Resident and, if applicable, the Designated Person agree to the transfer of Resident to an appropriate, higher level of care facility within Community or a Special Service Residence to meet Resident's care needs in accordance with the terms and conditions specified under Section 10.5 of this Agreement. ☐ Resident [_____*initials*]; ☐ Responsible Person [_____*initials*]; ☐ Guarantor [_____*initials*].

## 5. PERSONAL FUNDS.

5.1 Personal Needs Allowance. The Resident and/or Responsible Person or Guarantor agree(s) to provide such personal funds, clothing and effects as needed, required or desired by the Resident. Resident shall retain the minimum amount of Resident's own funds per month for personal expenditures as required by the Department of Human Services, which amount currently is eighty-five ($85.00). If Responsible Person or Guarantor manages Resident's funds, then Responsible Person or Guarantor shall provide Resident with at least eighty-five dollars ($85.00) per month for personal expenditures.

## 6. SSI PROVISIONS.

The following restrictions apply in this Agreement for Residents who receive or are eligible for SSI benefits:

6.1 Monthly Charges. SSI Residents shall be obligated to pay monthly charges, but shall not pay more than the SSI Resident's actual current monthly income reduced by a minimum personal needs allowance determined by the Department of Human Services. This provision shall not be construed to prohibit Residence from obtaining a third party guaranty for payment of the balance of the monthly charges above the Resident's allowable SSI amount.

6.2 Restrictions on Charges. If Resident is an SSI recipient or eligible for SSI benefits, the Resident shall receive the following items or services as needed:

a. Necessary personal hygiene items, such as a comb, toothbrush, toothpaste, soap and shampoo. Cosmetic items are not included.

b. Laundry services for personal laundry, bed linens and towels, but not including dry cleaning or other specialized services.

c. Personal care services such as assistance or supervision with dressing, bathing, hygiene, medication prescribed for self-administration, arrangements for special diets if dietary restrictions exist, and weekly housekeeping.

6.3 Restrictions on Supplemental Funds. If Resident is an SSI recipient or eligible for SSI benefits, payment for rent and other services shall not include funds received as lump sum awards, gifts or inheritances, gains from the sale of property or retroactive government benefits. Residence may seek and accept payments from funds received as retroactive awards of SSI benefits, but only to the extent that the retroactive awards cover periods of time during which Resident actually resided in Residence for which full payment has not been received.

## 7. OBLIGATIONS OF RESPONSIBLE PERSON/GUARANTOR.

7.1. Non-SSI Recipients.

(a) Responsible Person. Responsible Person may be required to enter into and sign a separate "Responsible Person Agreement" to evidence Responsible Person's financial obligations. When applicable, Responsible Person shall be responsible to pay from Resident's financial resources and shall be liable only up to the amount of Resident's resources.

(b) Guarantor. Guarantor may be required to enter into and sign a separate "Guaranty and Suretyship Agreement" to evidence Guarantor's financial obligations. When applicable, Guarantor shall be jointly and severally liable for all of Resident's financial obligations under this Agreement and shall guarantee payment in the event Resident does not pay Residence for all charges incurred under this Agreement within thirty (30) days of the payment due date.

7.2 SSI Recipients. If Resident enters into an agreement with Guarantor, and Resident enters Residence as an SSI recipient or becomes an SSI recipient during Resident's stay, then Guarantor shall be primarily liable for all unpaid charges incurred under this Agreement, except those charges associated with food, clothing and shelter. In such situations, Guarantor shall enter into and sign a separate "Third-Party Payment Agreement" to evidence Guarantor's financial obligations.

## 8. RENT REBATE POLICY.

Resident may apply for any benefits to which Resident may be entitled under the Senior Citizens Property Tax and Rent Rebate Assistance Act. Residence shall not collect any portion of 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).

## 9. FINANCIAL MANAGEMENT.

9.1 Authorization Requirements. Resident has the right to manage his or her own personal funds. Resident may deposit personal funds with Residence, and if Resident so elects, authorize Residence, in writing, to hold and manage Resident's personal funds so deposited. If Resident designates someone other than Residence to manage his or her personal funds, Resident or, if applicable, Designated Person and/or Responsible Person or Guarantor shall notify Residence promptly. Resident may revoke at any time the authorization for Residence to hold and manage his or her

personal funds by providing Residence a written notice signed and dated by the Resident or, if applicable, the Designated Person and/or Responsible Person or Guarantor.

9.2 Residence Obligations. If assistance with financial management is offered by Residence and elected by Resident, Residence shall comply with the financial management policies established in the Personal Care Handbook, which are subject to change from time to time.

## 10. TERMINATION, TRANSFER OR DISCHARGE.

10.1 Residence Initiated. Residence may terminate this Agreement and Resident's stay, and transfer or discharge Resident if:

a. It is determined by Resident's physician or Residence Review Team that Resident's functional level has advanced or declined so that Resident's needs cannot be met by Residence; or

b. Resident is a danger to himself/herself or others; or

c. If the Residence chooses to voluntarily close all or a portion of Residence; or

d. Documented, repeated violation of Residence's rules, regulations, policies or procedures; or

e. Resident has failed to pay after reasonable documented efforts by Residence to obtain payment; or

f. Meeting Resident's needs would require a fundamental alteration in Residence's program or building site, or would create an undue financial or programmatic burden on Residence;

g. Closure of Residence is initiated by the Department of Human Services.

☐ Resident [_____*initials*]; ☐ Responsible Person [_____*initials*]; ☐ Guarantor [_____*initials*].

10.2 Notice. If Residence initiates a transfer or discharge of Resident, or Residence closes, thirty (30) days prior written notice, except as is provided in Section 10.3, shall be provided to Resident and/or Designated Person, if any, and the referral agency, if any, citing the reasons for the discharge or transfer. Residence will notify Resident and/or Designated Person, if any, (or if none, a family member or legal representative of the Resident, if known to Residence) at least thirty (30) days in advance of transfer or discharge.

10.3 Waiver of Notice for Residence Initiated Discharge or Transfer. If a delay in discharge or transfer would jeopardize the health or safety of Resident or others in the Residence, as certified by a physician or the Department of Human Services, or both; the thirty (30) day notice period may be waived, and Residence shall give only such notice as is reasonable and practicable under the circumstances.

10.4 Residence Closure. In the event of a partial or complete closure, Residence shall submit to each affected Resident at least thirty (30) days before closure, a written statement of the intent to close and the projected date. Copies shall be provided to the Department of Human Services; the Resident and his/her Designated Person, if any; any agencies which participated in referral of the Resident to the Residence; and any agencies currently providing services to the Resident.

10.5 Level of Care Transfer to a Skilled Care Center. There is no guarantee or assurance that a skilled care bed in Residence's Skilled Care Center will be available at such time as Resident may need to transfer to a skilled care center for the provision of a higher level of care than Residence provides. In order to transfer to Residence's Skilled Care Center, Resident must meet all the criteria for admission, including the financial requirements, and sign a separate admission agreement. In the event that there is no bed available in the skilled care center, or Resident fails to meet the requirements for admission to the skilled care center at such time as Resident needs to be transferred, Resident shall be transferred to another skilled care center duly licensed to provide skilled care by the Pennsylvania Department of Health. The expense of such transfer and care, including the cost of transport service, shall be the obligation of the Resident. ☐ Resident [_____*initials*]; ☐ Responsible Person [_____ *initials*]; ☐ Guarantor [_____*initials*].

10.6 Transfer to Hospital or Other Outside Center. In the event of illness or deterioration in the physical or mental condition of Resident requiring a higher level of care than provided by Residence, Resident shall be transferred to an appropriate health care provider. The expense of such transfer and care, including the cost of transport service, shall be the obligation of Resident.

10.7 Documentation. The date and reason for the discharge or transfer, and the destination of the Resident, if known, shall be recorded in Resident's record.

10.8 Resident Initiated. Resident may terminate this Agreement upon thirty (30) days written notice to Residence. If Resident leaves Residence for any reason other than a medical emergency or death, Resident must give written notice to Residence at least thirty (30) days in advance of transfer, discharge or termination of this Agreement. If Resident fails to give thirty (30) days advance written notice to terminate or Resident, after giving notice to terminate, leaves Residence before the expiration of the required thirty (30) day notice period, Resident shall remain responsible for payment of the **Daily Rate** and other charges then in effect for Resident's stay and care for the entire thirty (30) day notice period, whether or not Resident resided in Residence during that time. ☐ Resident [_____*initials*]; ☐ Responsible Person [_____*initials*]; ☐ Guarantor [_____*initials*].

10.9 Withdrawal Against Advice. In the event Resident withdraws from Residence without the consent of Residence and against the advice of his/her attending physician and/or the Medical Director, all of Residence's responsibilities for the care of Resident are terminated.

## 11. DEATH OF RESIDENT.

11.1. Residence Responsibility. Residence assumes no responsibilities or obligations, which may arise upon the death of Resident except notice to Resident's proper representative. All funeral arrangements and expenses are the obligation of the Resident's Estate and/or those individuals responsible by law. Unless otherwise agreed, Residence will assume no responsibility for life insurance policies or benefits for any deceased Resident. Resident's survivors shall be responsible for making application for survivor benefits.

11.2 Transfer. In the event of Resident's death, Residence is authorized to arrange for the transfer of Resident's body to the Funeral Home designated by Resident at the time of admission. Residence shall notify the person(s) designated by Resident in the event of Resident's death. Resident's Estate or those individuals obligated by law are responsible for the payment of all costs associated with the transfer and funeral.

## 12. REFUNDS.

12.1 Refunds of Personal Funds. Any personal funds being managed or held by Residence on behalf of Resident will be refunded within two (2) business days from the date that Resident's room is cleared of Resident's property, subject to deductions for outstanding bills or other amounts due the Residence. In the event of Resident's death, the refund will be made to the duly authorized representative of Resident's Estate, to the Responsible Person or Guarantor designated under this

Agreement, or to other persons entitled to property under current law.

12.2 Advance Payments. Any funds paid in advance for Basic Services, subject to deductions for payment of outstanding bills, costs incurred to restore or repair Resident's personal care room or other amounts due the Residence, will be refunded to Resident within thirty (30) working days after the permanent transfer or discharge of Resident from the Residence, and termination of this Agreement. In the event of Resident's death, Residence shall refund to Resident's Estate or to such parties or persons entitled to the property under current law any unused portion of advance payments for Basic Services made by Resident or Responsible Person and held by Residence after deductions for payment of any outstanding bills, costs incurred to restore or repair Resident's room or other amounts due the Residence, within thirty (30) days from the date that Resident's personal property is removed from Resident's room.

## 13. RESIDENCE RULES, REGULATIONS, POLICIES, AND PROCEDURES.

13.1 Source of Rules. Resident shall comply fully with all governmental laws and regulations, the provisions of this Agreement, and Residence's rules, regulations, policies and procedures as published in the Personal Care Handbook or other documents or publications made available by the Residence. Residence reserves the right to amend or change its rules, regulations, policies and procedures. A copy of the Personal Care Handbook containing an explanation of Residence's rules, regulations, policies and procedures shall be provided to Resident upon admission. The Residence's rules, regulations, policies and procedures shall not be construed as imposing any contractual obligations on Residence or granting any contractual rights to Resident, and are subject to change from time to time.

13.2 Smoke/Tobacco Free. No smoking/tobacco products are permitted anywhere on Residence's campus, which not only includes the personal care room, but also includes the common areas within Residence, parking areas, personal and Community vehicles.

13.3 Pets. Pets are not permitted in accordance with Residence's policy as described in the Personal Care Handbook.

13.4 Voice Activated Devices. Resident may use voice activated devices within Resident's room subject to compliance with the terms and conditions of Residence's policy, as detailed in the Personal Care Handbook.

## 14. PERSONAL AND OTHER PROPERTY.

14.1 Responsibility for Maintenance and Loss. Resident is responsible for furnishing and maintaining his or her own clothing, jewelry and possessions and other items of property as needed or desired. Residence shall provide Resident with a locked compartment in which Resident can keep his/her cash or other personal valuables. Residence shall not be responsible for cash or other personal valuables, which are not kept in a locked compartment. Resident may obtain at his/her own expense, casualty insurance to cover potential damage to or loss of personal property. If damage or loss occurs to Resident's property, the Residence will investigate each incident of loss or damage to determine liability and assess responsibility depending on the facts and circumstances of each incident. The Residence shall be responsible for only such losses or damages as are attributed by the Residence to the negligence or fault of the Residence.

14.2 Disposition and Storage Upon Resident's Death. Upon the Resident's death, Residence shall contact Resident's authorized representative within twenty-four (24) hours to arrange for an inventory of Resident's personal property. Residence is authorized to transfer Resident's personal property to a duly authorized representative of Resident's Estate or to such parties or persons entitled to the property under current law. The duly authorized representative of Resident's Estate or other persons entitled to property under current law must acknowledge, in writing, the receipt of the personal property transferred to his or her custody by Residence. After Resident's death, Residence shall keep Resident's personal property and place Resident's personal property in storage at Residence's expense. If property held in storage is not claimed within thirty (30) days, Residence shall send a notice to the authorized representative via certified mail that if items in storage are not removed within fourteen (14) days, Residence may dispose of Resident's property.

14.3 Disposition and Storage Upon Resident's Transfer or Discharge. If Resident's personal property is not claimed or removed within twenty-four (24) hours of Resident's permanent transfer or discharge, Residence shall move and place Resident's personal property in storage until claimed. In its sole discretion, Residence may permit a longer time for removal of Resident's possessions in exchange for payment at the Daily Rate. If Resident's personal property remains unclaimed for thirty (30) days after permanent transfer or discharge, Residence may dispose of Resident's property. Resident or Resident's Estate shall bear the risk of loss or damage to Resident's property in the event of storage or disposition.

14.4 Damage to Room or Residence Property. Resident or Resident's Estate is responsible for any damages caused to Residence property beyond normal wear and tear, and shall pay for the repair and replacement of damaged property, based on such reasonable charges as may be assessed by Residence for such repair or replacement.

## 15. RESIDENT RECORDS.

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

## 16. PERSONAL CARE SERVICES AUTHORIZATION.

Resident authorizes Residence to provide personal care services consistent with the terms of this Agreement.

## 17. ADVANCE DIRECTIVES.

If Resident has 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 or conditions, Resident shall provide a copy of the living will or advance directive to Residence, and a copy of any revisions or changes made to the document during Resident's stay at Residence.

## 18. DURABLE FINANCIAL POWER-OF-ATTORNEY.

Resident is strongly encouraged to furnish to Residence, no later than the date of admission, a durable Power-of-Attorney executed by Resident as Principal designating someone other than the Residence or a representative or affiliate of Residence as Agent, for the limited purpose of financial decisions and payment of services. In the event Resident fails to designate an Agent under a Power-of-Attorney, Resident, as specified in Section 19 of this Agreement, shall be responsible to pay for any guardianship proceedings related to the appointment of someone or a legal entity to make decisions on behalf of Resident, if and when Resident lacks capacity to make such decisions as determined by Residence.

## 19. CAPACITY OF RESIDENT AND GUARDIANSHIP.

If Resident is or becomes unable to understand or communicate, and is determined prior to or after admission to be partially or completely incapacitated, then, in the absence of Resident's prior designation of an authorized legal representative, or upon the unwillingness or inability of the legal representative to act, Residence shall have the right to commence a legal proceeding to adjudicate Resident incapacitated and to have a court appoint a guardian for Resident. The cost of the legal proceedings, including attorneys' fees, shall be paid by Resident or Resident's Estate.

## 20. NOTICE.

Wherever written notice is required to be given to Residence under this Agreement, it shall be sufficient if notice is provided by personally delivering it or by first-class mail, return receipt requested, addressed to:

SpiriTrust Lutheran, The Village at
Personal Care Residence

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

(RESPONSIBLE PERSON/DESIGNATED PERSON, if any and address)

## 21. INDEMNIFICATION.

Resident shall indemnify and hold the Residence harmless from, and is responsible to pay for any damages, including attorneys' fees and reasonable costs, or injuries to other persons and residents which occur in or on the grounds of Residence or to the property of other persons or residents in or on the grounds of Residence caused by the acts or omissions of Resident, to the fullest extent permitted by law.

## 22. RESIDENCE'S GRIEVANCE PROCEDURE.

If Resident or Designated Person, if any, believe(s) that Resident is being mistreated in any way or Resident's rights have been or are being violated by staff or

another resident or in any other way, Resident and/or Designated Person may file a complaint with Residence. Resident and/or Designated Person may also file a complaint with the Department of Human Services' personal care home regional office, local ombudsman or protective services unit in the area agency on aging, Disability Rights Pennsylvania, or law enforcement agency. The procedure for filing a complaint with Residence or one of the aforementioned entities is described in the "Notice of Complaint Procedures", which is attached to this Agreement as Attachment "D". The complaint procedures described in Attachment "D" do not impose any contractual obligations on the Residence nor do they grant any private contractual rights to Resident. ☐ Resident [_____*initials*]; ☐ Responsible Person [_____ *initials*]; ☐ Guarantor [_____*initials*].

**23. MISCELLANEOUS PROVISIONS.**

23.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and shall be binding upon and inure to the benefit of each of the undersigned parties and their respective heirs, personal representatives, successors and assigns.

23.2 Severability. The various provisions of this Agreement shall be severable one from another. If any provision of this Agreement is found by a court or administrative body of proper jurisdiction and authority to be invalid, the other provisions shall remain in full force and effect as if the invalid provision had not been a part of this Agreement.

23.3 Entire Agreement. The Admission Agreement consists of this Agreement, its Addenda, the Application for Admission and, if applicable, the Responsible Person Agreement, the Guaranty and Suretyship Agreement or the Third-Party Payment Agreement. This Admission Agreement represents the entire Agreement between the parties, and it supersedes, merges and replaces, all prior negotiations, offers, warranties and previous representations, understandings or agreements, oral or written, between the parties.

23.4 Modifications. Residence reserves the right from time to time to modify unilaterally the terms of this Agreement consistent with law. Residence also reserves the right to request a change in the terms of this Agreement. Residence will give Resident and Resident's Designated Person, if any, thirty (30) days advance written notice of any such modifications or any such proposed modifications.

23.5 Waiver of Provisions. Residence reserves the right to waive any obligation of Resident under the provisions of this Agreement in its sole and absolute discretion. No term, provision or obligation of this Agreement shall be deemed to have been waived by Residence unless such waiver is in writing by Residence. Any such

waiver by Residence shall not be deemed a waiver of any other term, provision or obligation of this Agreement, and the other obligations of Resident under this Agreement shall remain in full force and effect.

23.6 Rescission Period. Resident or Designated Person has the right to rescind this Agreement for up to seventy-two (72) hours after the initial dated signature of this Agreement. Resident or Designated Person must notify Residence in writing of the decision to rescind this Agreement. The notice of the rescission must be received by Residence or be postmarked before the lapse of the seventy-two (72) hour rescission period. In the event Resident or Designated Person rescinds this Agreement, Resident shall pay only for services received.

23.7 Medicare Part D Prescription Drug Benefits.

(a) Enrollment in Medicare Part D Plan. If Resident is an eligible beneficiary under the Medicare Part D insurance program and has enrolled or has been mandatorily enrolled in a Medicare Part D Prescription Drug or Medicare Advantage Plan ("PDP"), Resident shall advise Residence in writing of Resident's chosen PDP upon admission. In the event that Resident becomes an eligible beneficiary under Medicare Part D after admission, or subsequently chooses to enroll in a PDP following admission, Resident shall notify Residence in writing of Resident's chosen PDP prior to enrollment in the PDP. Resident shall advise Residence if Resident elects to change PDPs, and shall provide written notice of such election, including the name/identity of the newly-selected PDP prior to the effective date of the change in the PDP.

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

(c) Actions of Medicare Part D Plan. Residence is not responsible for and has made no representations regarding the actions or decisions of any PDP, including, but not limited to, decisions relating to the establishment of the PDP formulary, denial of coverage issues, or contractual arrangements between the

PDP and the Resident, and with respect to any decisions made by the PDP relating to any long term care pharmacy provider that may be under contract with Residence.

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

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

(1) Resident and/or Responsible Person may independently (i) request an exception from Resident's PDP to cover non-formulary or non-covered Medicare Part D drugs that are otherwise needed or required by Resident; (ii) file a request for a redetermination of any coverage denial issued by Resident's PDP; (iii) file an appeal with the appropriate agency and judicial tribunals to challenge any denial of a request for redetermination.

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

(3) If a request for exception (filed by Resident, Residence or any other authorized representative) is ultimately denied following either reconsideration by the PDP or appeal to an appropriate tribunal, and if the requested pharmaceuticals are deemed medically necessary by Resident's physician, and there is no reasonably acceptable substitute from the formulary of Resident's PDP, then

Residence shall make arrangements to provide the requested pharmaceuticals to Resident through an arrangement with an outside pharmacy. In any such situation, Resident shall be responsible to pay all fees and costs for the non-covered pharmaceuticals, consistent with the requirements of this Section.

## 24. ACKNOWLEDGMENTS.

24.1 Schedule of Charges. Resident and, if applicable, Designated Person and/or Responsible Person or Guarantor acknowledge(s) the receipt of a copy of the Schedule of Charges and the opportunity to ask questions about Residence's charges. The Schedule of Charges is attached to this Agreement and incorporated by reference.

24.2 Resident Rights and Complaint Procedures. Resident and, if applicable, Designated Person acknowledge being informed orally and in writing of Resident's Rights and the right to lodge complaints without intimidation, retaliation or threats of retaliation from Residence or its staff persons against Resident and acknowledge having an opportunity to ask questions about those rights/complaint procedures. Resident and, if applicable, Designated Person acknowledge receiving a copy of the "Notice of Complaint Procedures", which is attached to this Agreement as Attachment "D", and a copy of the "Notice of Resident Rights", which is attached to this Agreement as Attachment "E". The Resident Rights and Complaint Procedures described in each "Notice" are granted by regulation and are regulatory in nature and origin and they should not be construed as private contractual rights. The "Notice of Resident Rights" and the "Notice of Complaint Procedures" do not impose any contractual obligations on the Residence nor do they grant any private contractual rights to Resident.

24.3 Agreement. Resident and, if applicable, Designated Person and/or Responsible Person or Guarantor acknowledge(s) that they have read and understand the terms of this Agreement, that the terms have been explained to them by a representative of Residence, and that they have had an opportunity to ask questions about this Agreement. A copy of the signed Agreement shall be provided to Resident and a copy shall be included in the Resident's record.

24.4 Personal Care Handbook. Resident and, if applicable, Designated Person and/or Responsible Person or Guarantor, if any, acknowledge(s) receipt of a copy of the Personal Care Handbook and the opportunity to ask any questions about Residence's rules, regulations, policies, and procedures. The Residence's Personal Care Handbook shall not be construed as imposing any contractual obligations on Residence, or granting any contractual rights to Resident, and is subject to change from time to time.

24.5 Personal Care Regulations. Resident and, if applicable, Designated Person and/or Responsible Person or Guarantor, if any, acknowledge having been informed of the location of the Department of Human Services Personal Care Home Regulations posted in the Residence.

24.6 Rent Rebate Policy. Resident and, if applicable, Designated Person and/or Responsible Person or Guarantor, if any, acknowledge(s) that they have read and understand Section 8 of this Agreement regarding Residence's rent rebate policy, that Residence's rent rebate policy has been explained to them by a representative of Residence, and that they have had an opportunity to ask questions about Residence's rent rebate policy.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have signed this Agreement on the date written below.

_____ _____
Resident Date

_____ _____
Responsible Person, if any Date

_____ _____
Guarantor, if any Date

_____ _____
Designated Person, if any Date

The Village at , Personal Care Residence

By_____ _____
Administrator or Designee Date

**SpiriTrust Lutheran, The Village at Kelly Drive**

# DISCLOSURE STATEMENT

## Exhibit 5C

## RESIDENTIAL LIVING AGREEMENT INSERT




# The Village at Kelly Drive

# RESIDENTIAL LIVING AGREEMENT
# (Traditional Entrance Fee Plan)

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## DEFINITIONS OF WORDS AND PHRASES

**ADDITIONAL OCCUPANT:** An individual who, after Resident takes occupancy, applies and is accepted for admission to Community to occupy as a Co-Resident the Residential Living Unit.

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

**CONTINUING CARE:** The provision by Community of living accommodations and care for Resident from the time of admission to a Residential Living Unit and, subject to admission eligibility, through personal and skilled care, or until the termination of this Agreement.

**CO-RESIDENT:** One of two individuals initially occupying one Residential Living Unit.

**DAILY RATE:** The daily charge for routine skilled care services in the skilled care center and for personal care services in the Personal Care Residence. It does not include charges for ancillary services.

**DOUBLE OCCUPANCY:** Two individuals initially residing in a Residential Living Unit as Co-Residents.

**ENTRANCE FEE:** The charge for admission to Community.

**EXECUTIVE DIRECTOR:** The individual responsible for the operations of Community.

**FINANCIAL ASSISTANCE POLICY:** Community's policy regarding the possibility of providing financial assistance or subsidy to Resident in accordance with this Agreement. Resident must exhaust all other possible sources of financial assistance including private support from family and public support from federal, state and local government, before applying, or being considered for financial assistance.

**HEALTH CARE RESERVE:** An amount equal to the refundable portion of the Entrance Fee, which is established by the Community in the event Resident transfers permanently to the Community's skilled care center or personal care residence. Upon depletion of Resident's resources, the Health Care Reserve shall be available and applied to cover the charges in the Community's skilled care center or personal care residence.

**LIVING ACCOMMODATIONS:** The Residential Living Unit, personal care room or skilled care bed provided for occupancy by Resident.

**MEDICAL DIRECTOR:** The physician(s) designated by Community to supervise the medical affairs of Community and residents.

**MONTHLY SERVICES CHARGE:** The monthly charge for occupancy of and services provided to Resident of the Residential Living Unit.

**OCCUPANCY:** The right to possession and use of the living accommodation.

**OCCUPANCY DATE:** The date designated by Community on which Resident must accept occupancy of the Residential Living Unit.

**PERSONAL CARE RESIDENCE:** The licensed Personal Care Residence of Community, referred to as the Personal Care Residence throughout this Agreement.

**REFUNDABLE PORTION:** Any unearned portion of entrance fee.

**REFURBISHMENT:** Replacement of carpet, vinyl, and painting due to normal wear and tear.

**RESIDENTIAL LIVING HANDBOOK:** Community's publication reflecting the rules, policies, and administrative procedures of Community. Resident is obligated to comply with Community's rules, policies, and procedures reflected in this publication.

**RESIDENTIAL LIVING UNIT:** The unit designated under this Agreement for occupancy by Resident.

**SCHEDULE OF CHARGES:** Community's publication reflecting current charges for services rendered by Community.

**SINGLE OCCUPANCY:** One individual initially residing in the Residential Living Unit.

**SKILLED CARE CENTER:** The licensed skilled care center of Community, referred to as the skilled care center throughout this Agreement.

**SURRENDER:** To cease to occupy a living accommodation, to remove all possessions from it, and to return all keys for it.

# RESIDENTIAL LIVING AGREEMENT

**THIS AGREEMENT,** made this _____ day of _____, 20_____ between **SpiriTrust Lutheran, The Village at** Kelly Drive , (referred to as "Community")

and _____(called "Resident," and when two individuals sign this Agreement for double occupancy, they are called collectively "Resident" where the context permits, and individually "Co-Resident") for admission of Resident to Community for occupancy of the Residential Living Unit, (referred to as "RLU"),
Located at ☐ beginning on _____.

## RECITALS:

**WHEREAS,** Community operates a retirement community consisting of RLUs;

**WHEREAS,** Resident has applied for admission to the RLU;

**WHEREAS,** Community has reviewed and accepted Resident's application subject to the execution of this Agreement; and

**WHEREAS**, Resident has reached the minimum age of 62 years. In the event of double occupancy, the second Co-Resident must be 55 years or older at time of occupancy.

**NOW, THEREFORE,** in consideration of the mutual promises herein, and intending to be legally bound, Community and Resident agree as follows:

## SECTION 1: LIVING ACCOMMODATIONS

1.1 Living Accommodations and Term. Community will provide the RLU, common facilities, and services specified in this Agreement beginning on the Occupancy Date and continuing until the termination of this Agreement.

1.2 Furnishings. RLU is furnished with a ☐ kitchen, ☐ stove, ☐ refrigerator, ☐ garbage disposal, ☐ dishwasher, ☐ washer and dryer, ☐ microwave, ☐ heating/air conditioning, ☐ carpet and vinyl floor covering where available and/or permitted. Resident shall provide all other furnishings which shall remain the property of the Resident.

1.3 Optional Furnishings or Fixtures. The Community shall provide at the Resident's request, optional furnishings or fixtures identified in an Addendum attached to

this Agreement. Optional furnishings or fixtures are not included in the Entrance Fee or Monthly Services Charge and are provided at an additional cost. If requested prior to Occupancy, the cost of any optional furnishings or fixtures shall be paid prior to Occupancy. At the discretion of the Community, the costs of any optional furnishings or fixtures requested after Occupancy shall be paid prior to or at the time of installation. Upon installation, all additional furnishings or fixtures immediately become the property of the Community and shall remain in the RLU after the termination of this Agreement. An Addendum to this Agreement reflecting all optional furnishings or fixtures and their cost shall be signed by the Resident.

1.4 No Warranties. Resident acknowledges that Resident has inspected the RLU, a model RLU, or a floor plan of the RLU. Resident acknowledges that such inspection, and only such inspection, formed the basis of Resident's decisions regarding the premises, and that Community made no warranties, express or implied, regarding the premises other than as set forth in this Agreement. Community acknowledges that the RLU shall be in the condition as inspected, and that all appliances and systems either will be in good working order, or that Community will make all reasonable efforts to restore them to good working order.

COMMUNITY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR THE RLUs AND ITS COMPONENT PARTS. COMMUNITY SHALL ONLY BE LIABLE FOR REPAIRING AND/OR REPLACING DEFECTS IN THE RLUs AND DEFECTIVE COMPONENT PARTS, AND COMMUNITY SHALL HAVE NO RESPONSIBILITY FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, EVEN IF FORESEEABLE.

1.5 Structural Changes. Any structural or physical change within the RLU or to the surrounding grounds may be made only with the express written consent of Community. The cost of any structural change requested by Resident shall be borne by Resident unless otherwise agreed in writing by Community. Selection of a contractor for structural changes shall be the responsibility of Community. Resident shall be responsible for maintenance of any approved structural changes. Any improvements and additions will become the property of Community.

1.6 Refurbishment. Any refurbishment within the RLU may be requested in writing to Community any time after the ninth ($9^{th}$) year following the Date of Occupancy. The written request must be submitted by June 30 to be included in the following budget cycle. Community will then schedule the refurbishment as part of the next budget cycle.

1.7 Common Facilities. Resident may use in common with others, the activity areas and other facilities provided by Community for all residents, except at such times as

the facilities have been reserved, or restricted from use, in accordance with Community's policy. Community is responsible for furnishing, décor, and maintenance of Common facilities and Common areas. Any additional items placed in the common areas by Residents, staff or guests without prior approval may be removed by the Community.

1.8 Occupancy Date. Resident will be notified in writing of the date on which the RLU will be ready for occupancy. If the RLU is available, Resident shall take possession on this date. If the RLU is not available, the Occupancy Date will be extended to a later date. In the event that Resident fails to take possession on the Occupancy Date, then Community, in its sole and absolute discretion, may terminate this Agreement. Upon request of Resident, and a showing of hardship or other justifiable circumstances, Community shall have the option to extend the Occupancy Date. If an extension is granted, there may be expenses that Resident will be responsible to pay for in addition to the Monthly Services Charge.

## SECTION 2: SERVICES PROVIDED FOR MONTHLY SERVICES CHARGE

2.1 Utilities. Community will provide water, sewer, and trash removal to the Apartment and Cottage RLUs, and the fee for those services is included in the Monthly Services Charge. ☐ Electric and ☐ heat are included in the Monthly Services Charge for the Apartment RLUs, but are separate and in addition to the Monthly Services Charge for Cottage RLUs. Community reserves the right to establish maximum usage levels on utilities and to charge Resident for any unreasonably excessive usage due to waste or abuse.

2.2 Telephone. Community shall provide Resident with access to telephone service. All telephone service charges, including connection charges, are not included in the Monthly Services Charge as detailed in Resident Handbook and shall be paid by Resident.

2.3 Cable Television. Community shall provide Resident with access to cable television service and at least one cable connection. Basic cable service and expanded pay channel service are available in accordance with Community's policy described in the Residential Living Handbook.

2.4 Maintenance and Repair. Community will provide grounds keeping, lawn maintenance care, snow removal, and necessary repairs, maintenance, and replacement of Community's property, equipment, and appliances. The charges for those services are included in the Monthly Services Charge. Repairs, maintenance, and replacement of Resident's property and furnishings will be the responsibility and at the cost of Resident.

2.5 Maintenance of Grounds. Community shall provide grounds keeping, lawn care, snow removal, and grounds lighting in accordance with Community's policy which is subject to change from time to time. These services are included in the Monthly Services Charge.

2.6 Administration and Insurance. Community will provide insurance on Community's property only and administrative services as part of the Monthly Services Charge. Resident is responsible for the cost of property and liability insurance for Resident's personal property at the level established in the Residential Living Handbook.

2.7 Taxes. Property taxes are included in the Monthly Services Charge.

2.8 Food and Meals. The Monthly Services Charge does not include food and meals.

2.9 Transportation. Community will provide limited scheduled local transportation service and such transportation is included in the Monthly Services Charge, as reflected in the Residential Living Handbook distributed at the time of admission. In its discretion, Community shall provide unscheduled transportation service, subject to availability, for an additional fee. Community reserves the right to amend the transportation schedule of charges.

2.10 Activities. Recreational, educational, social and religious programs shall be provided as part of the Monthly Services Charge. Activity areas will be available for Resident use. Certain special activities and outings will be available in accordance with Community's policy reflected in the Residential Living Handbook.

2.11 Call System. A twenty-four (24) hour call system is available for residents only and is included in the Monthly Services Charge. (See Residential Living Handbook for further details.)

2.12 Parking. Community will provide parking in accordance with its policy reflected in the Residential Living Handbook.

2.13 Other Services. Other services, such as hair care, are available at an additional charge and are not included in the Monthly Services Charge. Unless this Agreement expressly and specifically states that a particular service is included in the Monthly Services Charge, there will be an additional charge for the service in accordance with the Schedule of Charges.

2.14 Changes in Services. Community reserves the right to add or delete certain services in its sole and absolute discretion. Thirty (30) days advance notice of any changes in services or charges for services will be provided.

## SECTION 3: MEDICAL, HEALTH, SKILLED CARE, AND PERSONAL CARE SERVICES

3.1 The Skilled Care Centers and Personal Care Residences. Community operates skilled care centers and personal care residences licensed by the Commonwealth of Pennsylvania and, subject to availability and Resident's eligibility, shall be made available on a priority access basis. Subject to Section 13.10 of this Agreement, Resident must satisfy all then-current requirements for admission, including financial requirements, in order to qualify for a level of care transfer. If eligible, Resident will be offered priority admission to the skilled care centers and personal care residences. Resident shall sign an admission agreement upon temporary or permanent transfer to either the personal care residence or skilled care center, which agreement(s) will supplement the terms of this Agreement. In the event any provision of the admission agreement is in conflict with or inconsistent with any of the terms or provisions of this Agreement, then this Agreement shall control and govern the relationship between Resident and Community. There is no guarantee that a space will be immediately available at the time Resident may require skilled care or personal care. The Community will use its best efforts to accommodate Resident's level of care needs.

3.2. Temporary Skilled Care or Companion Services. The use of private duty nurses or companions must be approved in writing by Community. As a condition of Community's approval, all private duty nurses or companions must provide Community with an appropriate release and indemnification agreement as well as proof of workers' compensation insurance, criminal background checks, tuberculosis assessments, and competency skills pursuant to the Home Care Regulations. To the extent required by law, Resident shall be required to provide workers' compensation insurance. Resident is responsible to pay the cost for private duty skilled care or companion services. Community reserves the right to disapprove all nurses and companions and to prohibit the use of such services. The Resident may use the services as long as Resident is able to meet the conditions of occupancy. If requested by Community, Resident shall sign a Home Care Addendum, which shall be attached to this Agreement and incorporated by reference.

3.3 Assessment for Occupancy. The Community shall have the right to make an assessment of Resident's ability to satisfy the conditions of occupancy and remain in the RLU.

3.4 Accident or Illness Away from Community. In the event Resident suffers an accident or illness while away from Community, and Resident relies on health care and support services available in the area where the accident or illness occurred, Resident's health insurance or other personal resources available to Resident must be used for payment for such services.

3.5 Limitations on Care. The skilled care centers and personal care residences are not designed to, and Community does not have the capability to, care for persons who are afflicted with uncontrolled or untreated mental illness resulting in behavior contrary to the conditions of occupancy, active alcohol or drug abuse, or who require specialized psychiatric care or services not authorized or permitted under the personal care or skilled care licensure regulations or high acuity skilled care services beyond routine skilled care. If Community determines that Resident's, or in the case of double occupancy, one Co-Resident's, behaviors, conduct, actions or omissions are such that Resident's or one Co-Resident's continued presence in Community is either dangerous or detrimental to the life, health or safety of Resident, Co-Resident or other residents, or the peaceful enjoyment of Community by other residents, Community may terminate this Agreement and transfer Resident or Co-Resident to an appropriate outside care facility. Such determination will be made in writing and signed by the Executive Director of Community and Medical Director.

3.6 Services Not Available. Community does not provide private duty nurses, including temporary skilled care services in any of the RLUs, or companions, specialized treatment, dialysis, refractions, eyeglasses, hearing aids, prescription medication, drugs, dentistry, dentures, inlays, orthopedic appliances, therapy for psychiatric disorders, or any other health or medical service not specifically set forth in this Agreement. Some services, however, may be provided at Community by outside providers or by Community at an additional charge.

3.7 Exclusions (Not Covered by Monthly Services Charge) and Costs in the Skilled Care Centers and Personal Care Residences. There will be a separate and additional charge for all medical, health, skilled care or personal care services. Resident must meet the requirements for admission to the skilled care center or personal care residences, and pay the charges for such services as set forth in Section 9.3 of this Agreement.

3.8 Medicare or Other Private Skilled Care Insurance. During any temporary stay in the skilled care center in which the charge for routine skilled care services, (i.e., the Daily Rate) is paid or accepted as payment in full by any applicable private skilled care insurance or by Federal Health Insurance for the Aged and Disabled, commonly known as

Medicare, Resident shall continue to pay the Monthly Services Charge for reservation or use of the RLU.

3.9 No Liability to Health Care Provider. Community shall not be responsible for payments to any health care provider for services provided to Resident under this Agreement.

## SECTION 4: FEES

4.1 Entrance Fee.

A. Payment and Due Date. Resident shall pay the Entrance Fee in full in the amount of $____ prior to the Occupancy Date or admission. No Resident will be permitted to move into an RLU until the Entrance Fee is paid in full.

Resident acknowledges that the Entrance Fee is just one component of fees due under this Agreement.

B. Limitations on Increases in Entrance Fee. After the signing of this Agreement by Resident, there will be no increase in the Entrance Fee for the RLU.

C. Use of Entrance Fee. The entire Entrance Fee shall be used by Community for any corporate purpose and in any manner deemed appropriate by Community in its sole and absolute discretion consistent with law. No portion of the Entrance Fee will be held in trust for the benefit of Resident, and Community assumes no fiduciary obligations with respect to any amounts paid for admission to or continued occupancy at Community.

D. Application of Entrance Fee. Under the Traditional Plan, during the first month of a Resident's occupancy, Community will earn fifteen percent (15%) of the total Entrance Fee. Beginning in month nine (9) and during each subsequent month, or partial month, through month sixty (60) of occupancy, Community will earn $1/60^{th}$ of the total Entrance Fee. This portion is referred to as the "earned" portion; any part of the Entrance Fee not then earned is referred to as the "refundable" portion. After month sixty (60), the Entrance Fee is fully earned by the Community and there is no refundable portion.

The following chart illustrates the amounts of the Entrance Fee earned by Community over the first five (5) years of this Agreement term:

| At the End of | Percentage Remaining |
|---|---|
| 12 months | 80% |
| 24 months | 60% |
| 36 months | 40% |
| 48 months | 20% |
| 60 months | 0% |

No part of the refundable portion of the Entrance Fee is intended to be, or shall be deemed to be a security deposit, and the Resident shall have no right to receive interest thereon or an accounting thereof.

E. Refundable Portion. Upon termination of this Agreement, any applicable refund shall be paid in accordance with the limitations in Section 10.

4.2 Monthly Services Charge.

A. Amount and Due Date. Resident shall pay to Community a Monthly Services Charge of $_____ within ten (10) days of receipt of monthly billing statement unless otherwise noted. The amount of the Monthly Services Charge may be adjusted as set forth in Subsection (C) below.

B. Failure to Make Payment. If the Resident fails to make payment of the Monthly Services Charge, as and when due, Community may deduct the amount of the unpaid installment, plus interest at one and one-half percent (1.5%) per month, from the refundable portion of the Entrance Fee if applicable. In the event Community elects not to make such deductions, or when the refundable portion is exhausted, Community may terminate this Agreement.

C. Changes in Monthly Services Charge. The Monthly Services Charge may be raised or adjusted once per calendar year. Community will give at least thirty (30) days advance written notice of any changes or increases in the Monthly Services Charge.

4.3 Co-Resident's Fee Responsibility. In the case of Double Occupancy, each Co-Resident shall be jointly and severally liable for all payments due under this Agreement. If one Co-Resident dies or leaves the Community, the remaining Co-Resident shall be responsible for the Monthly Services Charge and any other charges.

## SECTION 5: FINANCIAL ASSISTANCE POLICY

5.1 Inability to Pay. It is Community's policy not to terminate this Agreement solely because of Resident's inability to pay the Monthly Services Charge and other charges, so long as Resident qualifies for and Community is capable of providing financial assistance. The financial information provided in the application documents for admission, in documents subsequently requested by Community, or with Resident's request for financial assistance, must not contain any material misrepresentations or omissions. It is Resident's responsibility to look to all other available sources of financial assistance such as family, church and other agencies, including the Pennsylvania Department of Human Services which administers the Medical Assistance Program (called "MA Program"), before requesting financial assistance from Community. Resident may not transfer assets represented as available in the application documents for admission for less than fair market value unless the transfer does not impair Resident's ability to fulfill Resident's financial obligations to Community for future skilled care or personal care services. If Resident impairs Resident's ability to pay Resident's financial obligations by transferring assets for less than fair market value, or takes such other actions that would disqualify Resident from benefits under the MA Program, then Resident shall not be considered for financial assistance and this Agreement may be terminated.

Community's ability to provide financial assistance is contingent upon a number of factors including the availability of charitable gifts and the financial condition of the Community. If Community determines that Resident qualifies for financial assistance, then Community may provide such assistance as is necessary to enable Resident to meet the Monthly Services Charge obligation or other charges, provided that such assistance can be granted or continued without impairing the financial stability of the Community. 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 as reflected in Community's Financial Assistance Policy, which may change from time to time.

Community reserves the right to select the location and type of accommodations it deems most appropriate for any resident receiving financial assistance. Community shall have the option of relocating Resident to a smaller RLU as practicable in the event that Resident's resources are depleted.

Subject to the provisions of Section 10.3 of this Agreement, Community shall deduct amounts necessary to fulfill all of Resident's financial obligations to Community from any remaining balance of the unearned and/or refundable portion of the Entrance Fee. Resident hereby authorizes such deductions from any remaining balance of the unearned and/or refundable portion of the Entrance Fee, which otherwise would be due as a refund.

5.2 Disclosure of Financial Resources. Community reserves the right to require Resident, upon request, to update the financial information disclosed in the application for

admission. Disclosure allows Community to monitor and project financial assistance needs.

## SECTION 6: MARRIAGE AND/OR ADDITIONAL OCCUPANTS

6.1 Non-Resident. In the event that a single Resident desires to marry or have a friend or related person enter Community and share Resident's RLU, the spouse, friend or related person must file an application for admission and meet all age, medical, and financial requirements applicable to residents of Community. Admittance of an Additional Occupant shall be at the sole discretion of Community. If the proposed Additional Occupant receives approval to occupy the RLU, a separate Residential Living Agreement or an addendum must be executed, and an additional fee may become payable depending on the following circumstances. If the proposed Additional Occupant predeceases the Resident, then the Additional Occupant shall not be required to pay an additional fee. If the proposed Additional Occupant survives the Resident, then the Additional Occupant shall pay an amount equal to fifty percent (50%) of the Entrance Fee for the RLU in effect at the time of Resident's death. The fifty percent (50%) Entrance Fee shall be paid within thirty (30) days of the Resident's death, and shall be amortized over a period of forty-eight (48) months commencing on the due date of payment. After the lapse of forty-eight (48) months, the fifty percent (50%) Entrance Fee shall be fully amortized. Resident and Additional Occupant shall be jointly and severally liable for all financial obligations incurred under this paragraph.

In the event that the proposed Additional Occupant does not meet the requirements for admission, then the proposed Additional Occupant may request admission under such other terms and conditions as may be acceptable to Community or Resident may exercise the option to terminate this Agreement.

6.2 Other Resident. In the event that Resident desires to marry another resident admitted under a separate residential living agreement and thereafter occupy a single RLU, Resident first must provide Community with proof of marriage. In the event of marriage, or if Resident desires to have a friend or related person admitted under a separate residential living agreement occupy a single RLU, then the Residents shall select and designate in writing at least sixty (60) days in advance of the proposed move, which one of the two RLUs occupied by the Residents shall be thereafter occupied jointly as Co-Residents. The RLU not designated for joint occupancy must be surrendered on or before the date of the proposed move to the designated unit. The Resident moving to the RLU designated for joint occupancy may be entitled to receive a refund in accordance with Section 4.1 upon the re-occupancy of the vacated RLU. The residential living agreement shall be amended to reflect the change in the RLU, and any other matters reasonably necessary for the transfer of Resident to the designated RLU.

6.3 Divorce. In the event of a divorce, this Agreement is automatically terminated. Community has the discretion to enter into a new residential living agreement with Resident to remain in the RLU so long as Resident meets all admission criteria, including financial requirements.

## SECTION 7: HEALTH CARE RESERVE

7.1 Creation of Health Care Reserve.

A. Single Occupancy. If Resident is permanently transferred to the Community's skilled care center or personal care residence, no refund of the Entrance Fee will be due or paid to Resident at that time. Instead, an amount equal to the refundable portion of the Entrance Fee will be established as the Health Care Reserve at the time Community receives full payment of the applicable Entrance Fee for the RLU designated under this Agreement from another resident. The Health Care Reserve amount will be calculated at the time of surrender as reflected in Section 8.5. The Health Care Reserve will be maintained by Community until this Agreement is terminated due to Resident's death, discharge or voluntary departure from the Community, or until it is exhausted. Any portion of the Health Care Reserve remaining upon the termination of this Agreement will become available as a refund in accordance with Section 10. The Health Care Reserve will only be established if Resident is permanently transferred to the Community's skilled care center or personal care residence. If established, the Health Care Reserve will be available as reflected in Section 7.2.

B. Double Occupancy. If and at such time as the last remaining Co-Resident in the RLU is permanently transferred to the Community's skilled care center or personal care residence, no refund of the Entrance Fee will be due or paid to Resident at that time. Instead, an amount equal to the refundable portion of the Entrance Fee will be established as the Health Care Reserve at the time Community receives full payment of the applicable Entrance Fee for the RLU designated under this Agreement from another resident. The Health Care Reserve amount will be calculated at the time of surrender as reflected in Section 8.5. The Health Care Reserve will be maintained by Community until this Agreement is terminated due to the death, discharge or voluntary departure from the Community of the last surviving Co-Resident, or until it is exhausted. Any portion of the Health Care Reserve remaining upon the termination of this Agreement will become available as a refund in accordance with Section 10. The Health Care Reserve will only be established at such time as the last remaining Co-Resident in the RLU is permanently transferred to the Community's skilled care center or personal care residence. If established, the Health Care Reserve will be available as reflected in Section 7.2.

7.2 Utilization of Health Care Reserve.

A. Single Occupancy. The Health Care Reserve shall not be available to Resident until the Health Care Reserve has been established and until Resident has depleted Resident's resources. Upon depletion of Resident's resources, the Health Care Reserve shall be applied by Community to the charges incurred by Resident in the Community's skilled care center or personal care residence in accordance with the terms and conditions of Section 9.3. Community shall continue to apply the Health Care Reserve to pay any outstanding charges incurred by Resident until the termination of this Agreement, or until the Health Care Reserve is exhausted. This Agreement shall not be construed so as to require the spend-down of resources below the amount that may be preserved for Resident's benefit pursuant to Medical Assistance eligibility laws and regulations.

B. Double Occupancy. The Health Care Reserve shall not be available to Resident until the Health Care Reserve has been established and until both Co-Residents have depleted their resources, subject to Medical Assistance eligibility laws and regulations as more fully set forth in this provision. Upon depletion of resources, the Health Care Reserve shall be applied by Community to the charges incurred by Resident in the Community's skilled care center or personal care residence in accordance with the terms and conditions of Section 9.3. Community shall continue to apply the Health Care Reserve to pay any outstanding charges incurred by Resident until the termination of this Agreement, or until the Health Care Reserve is exhausted. This Agreement shall not be construed so as to require the spend-down of resources below the amount that may be preserved pursuant to Medical Assistance eligibility laws and regulations for the benefit of the Co-Resident remaining in the RLU or the benefit of the Co-Resident permanently transferred to the Community's personal care residence.

In the event the Co-Resident remaining in the RLU dies or leaves the Community, then the Health Care Reserve shall be available to the transferred Co-Resident upon depletion of the transferred Co-Resident's resources subject to Medical Assistance eligibility laws and regulations.

7.3 Possible Refund of Health Care Reserve.

A. Single Occupancy. Any portion of the Health Care Reserve remaining upon the termination of this Agreement due to Resident's death, discharge or voluntary departure from the Community shall become available as a refund in accordance with Section 10 of this Agreement.

B. Double Occupancy. Any portion of the Health Care Reserve remaining upon the termination of this Agreement due to the last surviving Co-Resident's death, discharge or voluntary departure from the Community shall become available as a refund in accordance with Section 10 of this Agreement.

7.4 Eligibility for Financial Assistance. Upon exhaustion of the Health Care Reserve, Resident, or in situations of double occupancy, both Co-Residents, shall be required to look to all other available sources of financial assistance before requesting financial assistance from Community, including an application for benefits from the MA Program administered by DHS, in accordance with Section 5.1.

## SECTION 8: TERMINATION OF AGREEMENT

8.1 Rescission Period. Resident may terminate this Agreement within seven (7) days of execution by signing the attached Notice of Right to Rescind and delivering it to Community.

8.2 Prior to Occupancy.

A. Resident Election. After the lapse of the seven (7) day rescission period, but prior to occupancy, Resident may terminate this Agreement by delivering written notice to Community at any time prior to occupancy.

B. Termination by Community. Community may terminate this Agreement at any time prior to occupancy by delivering written notice to Resident.

8.3 After Occupancy.

A. Resident Election. After the lapse of the seven (7) day rescission period and the commencement of occupancy, Resident may terminate this Agreement by delivery of written notice to Community sixty (60) days prior to termination, and by the surrender of the RLU, such termination to be effective upon surrender. Surrender of the RLU shall be complete when Resident has ceased to occupy the RLU, has removed all personal possessions from it, and has turned over to Community the keys for it.

B. Termination by Community. Community may terminate this Agreement upon a determination of just cause and delivery of thirty (30) days written notice or such written notice as is reasonable under the circumstances to Resident or Resident's representative. Just cause shall include, but not be limited to:

(1) A default in payment as and when due;

(2) The submission of any material false information in the application documents;

(3) The failure of the Resident to abide by Community's rules, regulations, policies and procedures;

(4) The breach of any of the other terms of this Agreement, **[**including a change in the liquidity of Resident's assets, such as the purchase of an annuity that impairs Resident's ability to fulfill timely Resident's current financial obligations to Community as explained further below, or a transfer of assets to an irrevocable trust or any other transfer whereby assets disclosed in the application for admission are no longer available **[**in whole or in part**]** to pay for Resident's care and services**]**; or

(5) A good faith determination in writing by Community that continued occupancy in the living accommodation by Resident creates a threat or danger to the life, health, safety or peaceful enjoyment of Resident or other residents or persons at Community.

**[**If Resident substantially impairs Resident's ability to fulfill timely Resident's financial obligations to Community due to a change in the liquidity of Resident's assets or a transfer of assets to an irrevocable trust or any other transfer, then Community may terminate this Agreement following an opportunity to cure. If Resident fails to cure or correct the non-compliance within a period as determined by Community and to its satisfaction, then Community may terminate this Agreement for just cause upon thirty (30) days written notice to Resident or Resident's representative.**]**

In situations where continued occupancy threatens the life, health, safety or peaceful enjoyment of the Resident or other residents, only such notice as is reasonably practicable under the circumstances will be provided to Resident or Resident's representative, and termination may be effective immediately. The refund provisions of this Agreement shall apply to terminations for just cause in the same manner as such provisions would apply to any other termination. Community also may terminate this Agreement without cause in the event it elects to discontinue operations.

C. Termination by Death. This Agreement shall terminate when the RLU has been surrendered to Community within thirty (30) days from the date of death, whereupon all obligations of Community under this Agreement shall cease. In the event of Resident's death, any applicable refund shall be paid in accordance with Section 10 of this Agreement.

D. Termination upon Permanent Transfer to an Outside Care Facility. If Resident is permanently transferred to another facility, this Agreement shall terminate. 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 RLU shall continue to pay the Monthly Services Charge. No refund shall be due so long as the remaining Co-Resident continues to reside in the RLU and until all other conditions for a refund have been satisfied.

8.4 Double Occupancy. The misconduct or breach of one Co-Resident will only terminate that Co-Resident's rights under this Agreement, and the remaining Co-Resident may continue to reside in the RLU. The death of one Co-Resident does not terminate this Agreement.

8.5 Surrender. The obligation to pay the Monthly Services Charge shall continue until the RLU has been surrendered by Resident, or in the case of death, by the estate or family of Resident. Surrender of the RLU shall be complete when Resident has ceased to occupy it, has removed all possessions from it, and has turned over to Community the keys for it. Amortization of the Entrance Fee shall cease upon surrender and any applicable refund or Health Care Reserve amount (as the case may be) will be calculated as of that time.

## SECTION 9: TRANSFER TO COMMUNITY'S CARE OR OUTSIDE FACILITIES

9.1 Conditions of RLU Occupancy. Resident shall have the right to occupy the RLU for so long as Resident satisfies the conditions of occupancy, which may be subject to change from time to time. Continued occupancy of the RLU shall, in general, be controlled by Resident's level of care assessment as evidenced by at least an annual physical examination at Resident's expense.

9.2 Decision to Transfer. With the concurrence of its Medical Director, Community may transfer Resident from and between the RLU and its skilled care center or personal care residences, or any other appropriate care facility if it determines that such a move should be made because of the health, safety or welfare of the Resident, or for the proper operation of Community, or because Resident no longer satisfies the conditions of occupancy of the RLU. If Resident is transferred permanently to the skilled care center or personal care residence, or to any other appropriate facility authorized under this Agreement, Community may declare Resident's RLU vacant and reassign the RLU to another resident. The decision as to whether a transfer shall be deemed temporary or permanent shall be made by Community in its sole discretion, with the concurrence of its

Medical Director, after consideration of the opinion of Resident, the advice of a family representative, if available, and, if requested and at the Resident's expense, a private physician. The opinion of Resident and the advice of family and Resident's physician are advisory only and shall not be binding on Community. Community's decision regarding the temporary or permanent nature of any transfer may be made prior to the lapse of sixty (60) days from the date of transfer or at any other time deemed appropriate by Community.

9.3 Costs Related to Transfer.

A. Single Occupancy.

(a) Temporary Transfer. During any temporary transfer to Community's skilled care center or personal care residence, a hospital or an outside facility, Resident shall continue to pay the Monthly Services Charge and additionally all costs and charges related to the transfer to and occupancy of the Community's skilled care center or personal care residence, the hospital or outside facility. Community reserves the right to declare the transfer permanent at any time in accordance with Section 9.2 above.

(b) Permanent Transfer.

(i) Community's Skilled Care Center or Personal Care Residence. Upon permanent transfer to Community's skilled care center or personal care residence, and after surrender of the RLU, the obligation to pay the Monthly Services Charge shall end. This Agreement shall remain in full force and effect upon Resident's permanent transfer. In accordance with the terms and conditions of Section 7, the charges incurred by Resident in the Community's skilled care center or personal care residence shall be deducted from the Health Care Reserve until the termination of this Agreement, or until the Health Care Reserve is exhausted.

(ii) Another Facility. Upon permanent transfer to a hospital or an outside facility, and after surrender of the RLU, the obligation to pay the Monthly Services Charge shall end and this Agreement shall terminate. Resident is obligated to pay all costs and charges related to the transfer to and occupancy of the hospital or outside facility.

B. Double Occupancy.

(a) Temporary Transfer. During temporary transfer of one Co-Resident to Community's skilled care center or personal care residence, a hospital or an outside facility, the Monthly Services Charge shall continue to be due and payable, and the transferred Co-Resident shall be charged and both Co-Residents shall collectively be responsible to pay the charges for care and services in Community's skilled care center or

personal care residence, the hospital or outside facility. In situations where one Co-Resident temporarily transfers to Community's skilled care center, this provision shall not be construed as a third party guarantee nor shall it impair such Co-Resident's eligibility for Medicare or Medical Assistance benefits. In the event both Co-Residents are temporarily transferred to Community's skilled care center or personal care residence, a hospital or an outside facility, the Monthly Services Charge shall continue to be due and payable, and both Co-Residents shall be charged and shall collectively be responsible to pay all costs and charges related to the transfer to and occupancy of the Community's skilled care center or personal care residence, the hospital or outside facility. Community reserves the right to declare any transfer permanent at any time in accordance with Section 9.2 above.

(b) Permanent Transfer.

(i) Community's Skilled Care Center or Personal Care Residence. During permanent transfer of one Co-Resident to Community's skilled care center or personal care residence, the current Co-Resident occupying the RLU will continue to pay the monthly services charge. The transferred Co-Resident shall be charged and both Co-Residents shall collectively be responsible to pay the charges for care and services in Community's skilled care center or personal care residence. In situations where one Co-Resident permanently transfers to Community's skilled care center, this provision shall not be construed as a third party guarantee nor shall it impair such Co-Resident's eligibility for Medicare or Medical Assistance benefits. In the event both Co-Residents are permanently transferred to Community's skilled care center or personal care residence, then, after the surrender of the RLU, the obligation to pay the Monthly Services Charge shall end. This Agreement shall remain in full force and effect upon permanent transfer. In accordance with the terms and conditions of Section 7, the charges incurred by both Co-Residents in the Community's skilled care center or personal care residence shall be deducted from the Health Care Reserve until the termination of this Agreement, or until the Health Care Reserve is exhausted.

(ii) Another Facility. During permanent transfer of one Co-Resident to a hospital or an outside facility, the Monthly Services Charge shall remain the same, and the transferred Co-Resident shall be charged and both Co-Residents shall collectively be responsible to pay the charges for care and services in the hospital or outside facility. In the event both Co-Residents are permanently transferred to a hospital or an outside facility, then, after the surrender of the RLU, the obligation to pay the Monthly Services Charge shall end and this Agreement shall terminate. Both Co-Residents shall be charged and shall collectively be obligated to pay all costs and charges related to the transfer to and occupancy of the hospital or outside facility.

(c) Transfer Because of Insufficient Space. If, in the opinion of Community's Medical Director, Resident requires prompt access to a skilled care bed or personal care room and no appropriate space is available in skilled care center or personal care residence, the Resident may be transferred to an outside facility for skilled care center or personal care residence for a temporary period and until such time as a skilled care bed or personal care room becomes available. Resident, subject to eligibility, shall have access to the next available accommodation in the skilled care center or personal care residence. Resident is obligated to pay all costs and charges related to the transfer to and occupancy of the outside center or hospital.

9.4 Release of or Return to RLU After Transfer.

A. Temporary Transfer. If Resident is admitted temporarily to Community's skilled care center or personal care residence, a hospital or other outside care facility, Resident may return to the RLU at such time as Community determines that Resident can satisfy the conditions of occupancy.

B. Permanent Transfer. If transfer to Community's skilled care center or personal care residence, a hospital or other appropriate outside facility exceeds sixty (60) days, or if at an earlier time Community's Medical Director deems that Resident will not be able to satisfy the conditions of occupancy so as to resume occupancy in the RLU, then Resident shall surrender and vacate the RLU within thirty (30) days of written notice of Community's decision to permanently transfer Resident and release the RLU. If, in the opinion of Community, the Resident subsequently recovers sufficiently to satisfy the conditions of occupancy of an RLU, then Community, in the exercise of its discretion, shall make available as soon as reasonably practicable an RLU with a floor plan comparable to the one relinquished. In the event Resident occupies an RLU after being permanently transferred to the Community's skilled care center or personal care residence, then Resident shall execute an addendum with Community and pay the then current Monthly Services Charge. If Resident becomes eligible to occupy an RLU after being permanently transferred to a hospital or an outside facility, then Resident shall execute a new Residential Living Agreement with Community and pay the then current Entrance Fee and the then current Monthly Services Charge.

## SECTION 10: LIMITED REFUND OF ENTRANCE FEE

10.1 Termination Before Occupancy. The Entrance Fee will be refunded in full if the Resident rescinds this Agreement within seven (7) days in accordance with the Notice of Right to Rescind. In the event of termination of this Agreement by death, illness, injury or incapacity of Resident, Community shall make a full refund of all Entrance Fee payments. If the Resident, at his option, terminates this Agreement, Community shall

make a full refund of the Entrance Fee except $1,000, less any amounts deducted to cover expense incurred by Community at Resident's specific written request (per addendum), which will be retained as an administrative processing charge.

10.2 Termination After Occupancy. Subject to the provisions of Section 7 of this Agreement, in the event of termination after occupancy, Community shall refund, if not fully earned or amortized, the remaining balance, if any, of the Entrance Fee, minus

(a) amounts necessary to restore alterations made, and to repair damage (other than reasonable wear and tear) caused by the Resident, and minus

(b) any amounts previously deducted on account of unpaid Monthly Services Charges

(c) any amounts previously deducted on account of unpaid charges for services in the skilled care center or personal care residence

(d) any financial assistance provided to Resident by Community.

10.3 Double Occupancy. Subject to the provisions of Section 7 of this Agreement, in situations of double occupancy, a refund of any applicable refundable portion of the Entrance Fee will be paid to the last surviving Co-Resident (or to such Co-Resident's estate or representative), except that, if both Co-Residents die within a thirty (30) day period, the refund will be divided equally and paid to the estate of each Co-Resident. There will be no refund, partial or otherwise, upon the death, permanent transfer, or voluntary departure from the Community of only one Co-Resident. In situations where one Co-Resident is transferred to Community's skilled care center, the charges for care and services in Community's skilled care center shall not be deducted from any remaining balance of the unearned and/or refundable portion of the Entrance Fee.

10.4 Possible Exhaustion of Health Care Reserve Prior to Termination. The refundable portion of the Entrance Fee is subject to the provisions of Section 7 related to the maintenance of the Health Care Reserve. In such event, all or part of the Health Care Reserve may be utilized for payment for nursing and/or personal care services. In the event the Health Care Reserve has been exhausted prior to termination, then no refund of any kind or amount shall be due to Resident or Resident's estate.

10.5 No Accrual of Interest. No interest will accrue to the benefit of Resident on any amounts required to be refunded under this Agreement, including the Health Care Reserve, and no interest will be paid on termination.

10.6 Conditions and Due Date for Refund Payments.

A. Prior to Occupancy. All applicable refunds will be made within sixty (60) days of Resident's request.

B. After Occupancy. Subject to the provisions of Section 7, all applicable refunds will be made within sixty (60) days following the date Community receives payment of the Entrance Fee from a replacement resident who agrees to occupy the terminating Resident's RLU. The Entrance Fee will continue to be earned until the RLU is surrendered. The Resident acknowledges, with reference to refunds described in Section 10, that Community may be unable to immediately locate a replacement resident for the RLU, and the Resident understands that the refund may be delayed until a suitable resident is located. Community will use all reasonable efforts to attempt to locate a suitable replacement resident. Also, Community may deduct the cost of charges for damages and restoration costs from the refundable portion of the Entrance Fee.

10.7 Distribution of Refund upon Death. Refunds, paid in accordance with the time frame specified in Section 10.6(B.), to Resident's estate shall be made to the duly appointed representative of the estate after proof of such appointment is provided to Community in the form of a certified copy of the testamentary letters confirming such appointment. In situations of double occupancy, any applicable refund shall be paid by Community to the estate of the last surviving Co-Resident unless otherwise agreed in writing.

## SECTION 11: LIMITED OPTION TO MOVE TO ANOTHER RLU

After occupancy, Resident shall have a limited option to elect to move to another RLU, if and when another RLU becomes available, and in accordance with the terms and conditions set forth in this section. In the event Resident desires to exercise the option to move to another unit, Resident must notify Community in writing of the unit desired during the designated time period as reflected in Community's policy, at which time Resident's name will be placed on a waiting list maintained by Community. Names will be placed on waiting list in chronological sequence based upon the date that Community receives written notification of Resident's desire to exercise the option to move. Resident shall be given priority access to placement on the waiting list for the selected unit over applicants seeking initial admission to Community. Although the waiting list shall be maintained in chronological order, Community reserves the absolute right to give priority access to any resident requesting transfer in order to meet the particular needs of any resident that Community, in its absolute discretion, deems appropriate. The transfer to another unit shall be in accordance with Community's policy.

## SECTION 12: ARRANGEMENTS FOR GUARDIANSHIP AND FOR ESTATE

12.1 Legal Guardian. If Resident becomes incompetent or unable to properly care for self or property, and Resident has not lawfully designated someone to act on Resident's behalf, Community shall have the option to institute a legal proceeding to adjudge Resident incompetent and have a guardian appointed over Resident's estate. All costs of such legal proceedings, including counsel fees, shall be paid by Resident or the legally appointed guardian of Resident's estate.

12.2 Will and Funeral Arrangements. Prior to the Occupancy Date, Resident shall make a will providing for the disposition of Resident's furniture and possessions and appointment of an executor or executrix of Resident's estate, and make funeral and burial arrangements. The name of the executor or executrix shall be provided to Community prior to occupancy. In the event Resident changes the name of the executor/executrix during the term of occupancy, Resident must provide Community with notice of the change and the name of the newly designated executor/executrix.

## SECTION 13: RIGHTS AND OBLIGATIONS OF RESIDENT

13.1 Right of Self-Organization. Residents of Community shall have the right of self-organization. A properly authorized representative of Community shall hold quarterly meetings with the organization representing the residents. At least seven (7) days advance notice of each quarterly meeting shall be given.

13.2 Right to Receive Disclosure Statements. Community shall deliver to Resident at the time of the execution of this Agreement, and make available for review at least annually thereafter, the Disclosure Statement required by the Continuing Care Provider Registration and Disclosure Act, Act No. 82 of 1984.

13.3 Guest Privileges. Resident shall have the right to entertain guests in the RLU in accordance with Community's guest policy. Community does not accept responsibility or liability for the guest/visitors to an RLU.

13.4 Rights to Property/Subordination.

A. Contractual Right of Occupancy. The rights and privileges granted to Resident under this Agreement do not include any right, title or interest in any part of the personal property, land, buildings and premises owned or administered by Community. Resident's rights are primarily for services, with a contractual right to occupy an RLU. Nothing in this Agreement shall be construed to create the relationship of landlord and tenant between Community and Resident.

B. Subordination of Resident's Rights. Any rights, privileges or benefits of Resident under this Agreement, including but not limited to the said contractual right of occupancy, are and shall be subordinate to the liens of and rights under any and all existing or subsequent encumbrances, mortgages, deeds of trust or similar encumbrances on any parcel of real property or improvements thereon owned, held or operated by Community, and all amendments, modifications, replacements and refinancings of any such mortgages, deeds of trust or similar encumbrances. This subordination shall be effective and self-effectuating without any further act and without the execution or delivery of any other document by Community and/or Resident. However, upon request, Resident shall execute and deliver any document which is required by Community or any title insurance company, or by the holder or prospective holder of any such mortgages, or similar interests, to evidence or perfect such subordination. Resident understands and agrees that any holder of a mortgage does not assume any obligation, responsibility or undertaking of Community which obligations, responsibilities and undertakings remain those of Community alone.

13.5 Inspection of RLU. Resident shall permit Community, or its agents, or any representative of any holder of a mortgage or similar interest on the property, or, when authorized by Community, the employees of any contractor, utility company, municipal agency or others, to enter the RLU for the purpose of making reasonable inspections and repairs and replacements. Such entry will be made only with reasonable advance notice, except in emergency situations. Community shall have the right to enter the RLU to perform scheduled housekeeping, to respond to the medical alert system, to respond to the fire alarm system, and to perform routine maintenance and for other reasonably necessary purposes having due regard for Resident's privacy. There will be a minimum of one annual maintenance inspection.

13.6 Housekeeping/Housecleaning Responsibilities. Resident shall maintain the RLU in a clean, sanitary, and orderly condition. If Resident does not maintain the RLU in a reasonable manner, Community, after notice to Resident, shall have the right to maintain the RLU, and the cost of such additional cleaning or maintenance shall be charged to Resident.

13.7 Health Insurance and Third Party Payments.

A. Required Insurance. Community expects that some of the cost of medicines, medical or skilled care services or equipment provided for Resident 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 and B"). Resident is required to carry medical and surgical insurance for protection from medical

risks and is required to obtain prior to occupancy and maintain in force at "Resident's expense maximum coverage available under the federal government Social Security Health Insurance program known as "Medicare A and B", or an equivalent policy and at least one supplemental co-pay health insurance policy with Medicare co-insurance coverage for skilled care center care, (commonly known as "medigap" insurance). For a Resident under age 65, a substitute basic insurance coverage policy is required. If proceeds from Medicare and the co-pay health insurance policies are allowable for skilled care or related care provided by Community, those proceeds shall be paid to Community directly if billed directly by Community. Proof of such insurance must be provided at the time of application and prior to admission. In the event Resident fails to maintain in force, because of failure to make premium payments, such health care insurance after occupancy, Community reserves the right to make such payments for purposes of maintaining such insurance in force for Resident's benefit. Resident is obligated to reimburse Community for such payments made on behalf of Resident and the cost of such premium shall be added to and included in the Monthly Services Charge.

B. Assignment of Required Insurance and Third Party Payments. If Resident becomes eligible to receive payments from any third party for services provided under this Agreement by Community, Resident shall at all times cooperate fully with Community and each third party payor so that Community may make claim for and receive any applicable third party payments. Community has the right to any applicable benefits payable to Community under the insurance coverages required by this Agreement.

13.8 Use of Personal or Family Physicians. Resident may employ the service of any physician at Resident's expense. Community will not be responsible for payment of any costs for any medical or health care ordered by Resident's personal physician.

13.9 Personal Property and General Liability Insurance. Resident shall obtain at Resident's own expense, personal property and general liability insurance in such amounts as Community may deem appropriate as detailed in the Residential Living Handbook, and Resident shall provide Community with Certificates of Insurance verifying coverage.

13.10 Reduction of Income or Other Resources. Resident shall make every reasonable effort to meet Resident's financial obligations to Community. Resident shall not transfer control of assets or property for less than fair market value or make any gifts subsequent to the date of application for admission, nor make any transfers or gifts after occupancy, **[**including a transfer of assets to an irrevocable trust, or change the liquidity of Resident's assets in any manner, including the purchase of an annuity**]**, which would substantially impair Resident's ability **[**to fulfill timely Resident's financial obligations to Community**]** or the ability of Resident's estate to satisfy Resident's financial obligations to Community. **[**In the event Resident substantially impairs Resident's ability to fulfill

timely Resident's financial obligations to Community, Community may terminate this Agreement for just cause following an opportunity to cure. If Resident fails to cure or correct the non-compliance within a period as determined by Community and to its satisfaction, then Community may terminate this Agreement for just cause upon thirty (30) days written notice to Resident or Resident's representative. If Resident fails to cure within the afforded time and Community decides not to terminate this Agreement, then Resident shall not have access to or the ability to transfer to another level of care within the Community, and Resident shall not be eligible for financial assistance. Community's decision not to terminate this Agreement shall not be construed as a waiver of its right to terminate at a later date.**]**

13.11 Medical Examinations. Resident must be examined by a qualified physician of Resident's own choosing before occupancy and annually thereafter, and must make the results of the examination available to Community. The cost of all physical examinations shall be paid by Resident. If the pre-occupancy physical examination reveals that Resident is not capable of satisfying the conditions for occupancy of the RLU, Community may terminate this Agreement.

13.12 Responsibility for Property Damages.

A. Responsibility for Condition of RLU upon Termination. Upon termination of this Agreement, Resident shall vacate and surrender the RLU and leave it in as good condition as the date of occupancy except for reasonable wear and tear. If the RLU is damaged beyond ordinary wear and tear, or any unauthorized changes or upgrades are made to the RLU, then the costs of repair shall be the obligation of Resident, and the cost will be deducted from any available refundable portion of the Entrance Fee.

B. Property Damage Caused by Resident. Any loss or damage to real or personal property of Community caused by Resident shall be paid by Resident. In the event of Resident's death, Resident's estate shall be liable for any loss or damage to Community's property caused by Resident.

13.13 Release Regarding Conduct of Other Residents or Guests. Community assumes no responsibility for the conduct of Resident or any other residents, and Resident hereby releases and discharges Community from any claims for injury or damage to Resident or to Resident's personal property caused by the conduct of other residents or guests.

13.14 Responsibility for Resident's Personal Property.

A. Responsibility for Loss or Damages. Community shall not be responsible for the loss or damage due to fire, theft, or other cause of any property belonging to Resident, Resident's estate or Resident's guest, including motor vehicles, unless the care and control of such property is specifically accepted in writing by Community, and then only for willful or gross negligence in failing to safeguard and account for such property. Resident shall have the responsibility, at Resident's own expense, to provide such insurance as Resident deems necessary to protect against any such loss. No personal property insurance is provided to Resident by Community, and Resident bears the risk of any damage or loss to personal property held in storage by Community.

B. Obligations upon Termination. If Resident has become unable to comply with the conditions of occupancy of any living accommodation, or this Agreement has been terminated for any reason, Resident or the duly authorized representative of Resident's estate must remove all personal property from the living accommodation. If the Resident's personal property is not removed by Resident or Resident's representative within thirty (30) days of permanent transfer or termination of this Agreement, the personal property will be deemed abandoned and become the property of Community. Resident or Resident's estate shall be obligated to pay all costs for the removal, storage or disposal of Resident's property. If Resident's property is moved to and stored in a commercial warehouse, SpiriTrust Lutheran shall have no liability or responsibility for Resident's property during the transfer or storage of it.

13.15 Rules and Regulations. Resident shall cooperate fully with Community to maintain the RLU in a neat and orderly manner, and shall comply with all rules, regulations, policies, procedures, and Resident's responsibilities as specified in the Residential Living Handbook. Community's rules, regulations, policies and procedures are subject to change from time to time. All questions arising regarding interpretations and applications of the rules and regulations shall be resolved by the Executive Director.

13.16 Pets. Subject to the payment of a fee, pets, as specified by the pet policy in the Residential Living Handbook, are permitted in the RLUs. The fee is waived for residents requiring seeing eye/assistance dogs. Reasonable accommodations will be made for seeing-eye dogs or similar circumstances.

13.17 Trade, Business or Occupation. Resident may not utilize the RLU to engage in a trade, business, or other occupation without the written consent of Community.

13.18 Keys and Locks. Resident agrees not to install additional locks or gates on any doors or windows of the RLU without the express written consent of Community. If Community approves Resident's request to install such locks, Community will purchase and install the locks at Resident's expense. Resident shall provide Community with a key

to each lock. Upon termination, Resident agrees to surrender all keys to the RLU to Community.

13.19 Rights of Resident are Personal and Non-transferable. The rights and privileges of Resident under this Agreement are personal to Resident and cannot be transferred or assigned. No person other than Resident may occupy or use the living accommodations covered by this Agreement unless approval is obtained in writing from Community. Resident may not assign his/her/their rights under this Agreement.

13.20 Smoking/Tobacco. No smoking/tobacco products are permitted anywhere on Community's campus, which not only includes the RLU, but also includes Community's skilled care center and personal care residences as well as the common areas within Community.

**SECTION 14: AVERAGE ANNUAL COST OF PROVIDING SERVICES.** The estimated average annual cost of providing services for a Resident is $_____.

**SECTION 15: CASUALTY LOSS.**

15.1 Premises Rendered Unfit for Occupancy. If the RLU occupied by Resident or the building in which the RLU is located, is destroyed or so damaged by fire or other casualty so as to render the RLU or the building generally unfit for occupancy, Community will attempt in good faith to rebuild and replace the RLU and/or building with substantially similar accommodations.

15.2 Reasonable Alternate Accommodations. In the unlikely event that Community determines that rebuilding under Section 15.1 above threatens the financial viability of Community so as to preclude replacement of the RLU or building, then Community will strive to develop an alternative restoration plan using its best efforts to locate, identify or provide, if financially feasible as determined by Community, reasonable alternative accommodations for any resident affected by such a catastrophic loss.

15.3 Termination. If Community elects to terminate this Agreement, written notice of termination shall be given to Resident within thirty (30) days from the date of the damage to the RLU.

15.4 Repair. If notice of termination is not given under Section 15.3, or if the damage does not render the RLU unfit for occupancy under Section 15.1, Community shall rebuild or repair the damage to the RLU as soon as reasonably possible for occupancy by Resident, and this Agreement shall remain effective unless the parties may otherwise mutually agree. If Resident is unable to occupy the RLU for any period of time

during any reasonably necessary period of restoration of the RLU, the Monthly Services Charge shall be reduced proportionately, unless a vacant RLU is available for temporary occupancy by Resident. Community shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance arising from the need to repair any portion of the RLU or building, or the interruption in use of the RLU, or the termination of this Agreement by reason of the destruction of the RLU or building.

**SECTION 16: NON-WAIVER OF ACT 82.** No act, agreement or statement of Resident, or of any individual purchasing care for Resident under any agreement to furnish care to Resident, 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 Resident or the individual purchasing care for Resident.

**SECTION 17: 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 and the balance of this Agreement shall remain in full force and effect.

**SECTION 18: ACTS OF FORBEARANCE.** Community's failure to enforce its rights under this Agreement shall not be construed as a waiver of any rights granted to Community.

**SECTION 19: ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Community and Resident. Community shall not be responsible or liable for any statements, representations or promises made by any person representing or purporting to represent Community, unless such statements, representations or promises are set forth in this Agreement. Any brochures or advertisements describing Community are for the purpose of inviting inquiries only and do not express any contractual or binding obligations or commitments. Resident may not amend this Agreement except by a subsequent written agreement executed by the parties.

**SECTION 20: INDEMNIFICATION.** Community shall not be responsible or liable for, and Resident shall indemnify, defend and hold Community harmless from any and all claims, losses, damages, fines, penalties, expenses, judgments, reasonable settlements, or lawsuits, including actual attorneys' fees and all costs incurred in defending against any such claims, arising from, directly or indirectly, any injury or death to persons and any damages to property arising from, directly or indirectly, the actions, including but not limited to negligent, reckless, or intentional acts, or other conduct or omissions of Resident or Resident's guests or invitees. Resident's indemnification obligation is payable on demand by Community.

**SECTION 21: SUBROGATION.** In the event Resident is physically injured by an individual or entity not a party to this Agreement, Resident grants to Community a right of subrogation, and authorizes Community to bring such demands, claims or legal proceedings in Resident's name or on Resident's behalf for purposes of recovering from any third party or third party's insurer responsible for Resident's injury, the dollar value of all care Community provided to Resident resulting from any such injury. Resident shall cooperate and sign any documents necessary to facilitate Community's ability to exercise its rights under this Section.

**SECTION 22: 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:

SpiriTrust Lutheran, The Village at
Attention: Executive Director

After occupancy, notice will be provided to Resident at the RLU specified in this Agreement.

**SECTION 23: GRIEVANCE PROCEDURE**

23.1 Reporting Grievances. If Resident believes that he/she/they are being mistreated by staff, another resident, or in any other way, or that the terms of this Agreement are not being followed by Community, Resident shall make such belief and complaint known to the Executive Director and follow Community's grievance procedure. Resident is obligated to make grievances known to Community and to follow the grievance procedure before instituting any legal proceedings against Community.

23.2 Response to Grievances. Community will review and investigate Resident's grievance and provide a response to Resident.

**SECTION 24: MISCELLANEOUS PROVISIONS**

24.1 Resident Disclosure. The information regarding Resident's age, health, and financial affairs submitted by Resident in the application for admission, physician's examination and report, confidential financial statement forms, and related application documents are material to this Agreement. Resident must disclose any significant changes

in Resident's physical, financial or mental condition. Resident acknowledges that the failure to disclose material changes or the submission of false information shall constitute grounds for the termination of this Agreement.

24.2 Continuing Obligations of Resident. Resident shall comply with the rules, regulations, policies and procedures established by Community and with any amendments, modifications or changes in such rules, regulations, policies and procedures as may hereafter be adopted by Community, as contained in the Residential Living Handbook.

24.3 Receipt of Disclosure Statement. Resident acknowledges receipt of a copy of Community's Annual Disclosure Statement prior to executing this Agreement.

24.4 Relief. Community shall cooperate with Resident in obtaining governmental relief, including medical assistance. Nothing in this Agreement shall be construed as to make either party ineligible for such funds, and Resident expressly waives any provisions of this Agreement which might now or hereafter be in conflict with any Federal, state or other law or regulations, and shall apply for and obtain such benefits if eligible.

24.5 Headings. Section headings are included solely to provide ease of reference. They do not form any part of this Agreement, and are to be given no effect in its interpretation.

24.6 Modifications of Agreement and Policies. Community reserves the right to modify unilaterally this Agreement to conform to changes in law or regulations and to modify unilaterally its rules, regulations, policies, and procedures.

24.7 Binding Effect. This Agreement shall bind and serve to benefit the successors and assigns of Community, and the heirs, executors, administrators and assigns of Resident.

24.8 Governing Law. This Agreement shall be interpreted according to the laws of the Commonwealth of Pennsylvania.

24.9 Assignment of Agreement. The rights, privileges, and obligations of Resident under this Agreement are personal to Resident and cannot be transferred or assigned. No person other than Resident may occupy the RLU unless approval is obtained in writing from Community.

Resident hereby acknowledges 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,** SpiriTrust Lutheran has caused this Agreement to be signed by its authorized representative, and the Resident has affixed his/her/their signatures(s), the day and year first above written.

Witness:

_____ _____
(Resident) (Date)

_____ _____
(Resident) (Date)

Attest:
**SPIRITRUST LUTHERAN, THE VILLAGE AT**

_____ _____
Director of Sales & Marketing /Authorized Designee Date

## NOTICE OF RIGHT TO RESCIND

Date rescission period begins: .

You may rescind and terminate your Residential Living Agreement without penalty or forfeiture within seven (7) days of the above date. You are not required to move into the continuing care center 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 agreement within this seven (7) day period.

To rescind your Residential Living Agreement, mail or deliver a signed and dated copy of this notice, or any other dated written notice, letter of telegram, stating your desire to rescind to the following address:

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

Pursuant to this notice, I hereby cancel my Residential Living Agreement.

Date_____

**PROSPECTIVE RESIDENT'S SIGNATURE**

_____

_____

# APPENDIX A

## RESIDENTIAL LIVING CONDITIONS OF OCCUPANCY

The following are physical and mental criteria for residing in an RLU:

- Must be able to evacuate the unit in an emergency.
- Must be able to accomplish all activities of daily living (called "ADL") independently or with the assistance of a spouse/companion. ADLs include bathing, dressing, grooming, ambulating, toileting, eating, taking medications, and communicating.
- Must be oriented to self and surroundings.
- Must be able to prepare meals or have private arrangements for meals.
- Must be able to maintain the unit in a safe, clean, and sanitary manner.

If Resident wishes to remain in the RLU after a determination that the Resident no longer meets the conditions of occupancy, Community, in its sole and absolute discretion, may approve and grant a stay of termination subject to the execution of an Addendum obligating Resident to secure appropriate care and support services. The Addendum must specify appropriate arrangements for support and services in the RLU to meet Resident's needs. The Resident is responsible for insuring Resident's own health and safety and shall be responsible to pay for any services rendered in the RLU to meet Resident's needs. If Resident fails to comply with the terms and conditions of the Addendum, Community may terminate the Addendum and this Agreement and discontinue Resident's stay. Community has no obligation to approve or grant a stay of termination, or to enter into an Addendum.

## SpiriTrust Lutheran, The Village at Kelly Drive

## EXHIBIT 6
## SELECTED UNIT PRICE HISTORY

| DATE | TYPE OF UNIT | ENTRANCE FEE | MONTHLY SVC. FEES |
|---|---|---|---|
| 2021 | One Bedroom Apartment | $72,900 | $872 |
| | Two Bedroom Cottage | $126,500 | $880 |
| 2022 | One Bedroom Apartment | $77,500 | $900 |
| | Two Bedroom Cottage | $131,400 | $913 |
| 2023 | One Bedroom Apartment | $89,125 | $940 |
| | Two Bedroom Cottage | $144,750 | $968 |
| 2024 | One Bedroom Apartment | $99,820 | $1,034 |
| | Two Bedroom Cottage | $155,590 | $1,065 |
| 2025 | One Bedroom Apartment | $99,820 | $1,065 |
| | Two Bedroom Cottage | $155,590 | $1,096 |

# DISCLOSURE STATEMENT

## Exhibit 7

## AUDITED FINANCIAL STATEMENTS