Pennsylvania
Insurance Department

CONTINUING CARE RETIREMENT COMMUNITIES ("CCRCs")

PROVIDER NAME: Wesley Embassy IL, LLC **EIN:** 93-3861331

FACILITY NAME: Wesley Hills

D/B/A NAME (if applicable): N/A

Contact: Bill Nigro **Telephone:** (412) 596-5302

Contact Email address: BNigro@oakdalesa.com **Billing Email address:** PMatheny@oakdalesa.com

Required Filings in the State Of: **Pennsylvania** **Filings Made During the Year 2025**

PENNSYLVANIA DOMESTIC FILERS:

The Department is paperless filings, we require a billing email addresses. Please ensure contact information on file with the Department is always maintained current. We need contact persons name (CEO or CFO), email ID and contact number with annual filings.

Filings should be made in electronic form only. Further:

1. All Pennsylvania CCRC filings are to be emailed to:
   RA-IN-CCRC@PA.gov
   a. The email subject line should begin with the EIN followed by the provider name and then facility name. **Please do not use d/b/a name for the Provider in email subject line.**
   b. Each document is to be submitted in PDF format.
   c. ZIP files cannot be accepted through the firewall and may result in a late filing. Encrypted files can be accepted and are preferable over a secured portal process.
   d. The document file name for each item should begin with the provider name and a brief document description. (i.e. CCRC Disclosure Statement).
   e. Documents requiring signature should include a wet signature PDF scan.
   f. Please provide a Company contact email address for the Department to address any inquiries and direct invoicing for electronic payment implementation.
2. Electronic filings are required.
3. The scanned documents submitted should reflect the appropriate wet signatures and notary requirement.
4. Filing fee payment can be mailed to the Department, to **ATTN: Hem Mahat**, Administration, PA Insurance Department, 1326 Strawberry Square, Harrisburg, PA 17120 and clearly identify the Provider name, EIN and CCRC renewal fee period. A scanned copy of the fee payment can be included with the electronic submission to facilitate filing review.
5. Questions can be emailed to RA-IN-CCRC@PA.gov

Bureau of Market Actions
1321 Strawberry Square | Harrisburg, Pennsylvania 17120
RA-IN-CCRC@pa.gov

CONSOLIDATED AUDIT REQUESTS			
√	DOCUMENT	DUE DATE *	CITATION **
N/A —	Request to file consolidated or combined audit filings in lieu of separate CPA reports. Note: This request requires prior approval. If approved, the required consolidated or combined worksheets need to be subjected to audit procedures.	30 days prior to fiscal year end	31 Pa. Code § 147.7(c)

REQUIRED FILINGS			
√	DOCUMENT	DUE DATE *	CITATION **
*	CPA Report	Four (4) months after fiscal year end	31 Pa. Code § 147.3(c)
*	Disclosure of Calculation of "Statutory Liquid Reserves" must be part of the audited financial statements notes or as a supplemental schedule. Statutory Liquid Reserves amount must be part of the audited balance sheet as a separate balance sheet account.	Four (4) months after fiscal year end	40 P.S. § 3209 And 31 Pa. Code § 151.11(d)
*	Disclosure of all "Deferred Revenues" (Deferred Revenues - Nonrefundable portion of entrance fees reported as deferred income & amortized over the actuarially determined life expectancy of each resident.)	Four (4) months after fiscal year end	31 Pa. Code § 151.11(d)
*	Disclosure of funds maintained in an escrow account for entrance fees must be part of the audited financial statements notes.	Four (4) months after fiscal year end	40 P.S. § 3212
*	CPA Qualification Letter	Four (4) months after fiscal year end	31 Pa. Code §§ 147.4(e) & 147.6a
*	CPA Awareness Letter Not required annually, but must be on file for the CPA performing the current year's audit	Four (4) months after fiscal year end	31 Pa. Code § 147.5(d)
*	Communication of Internal Control Related Matters Noted in Audit	If issued by CPA Within 60 days of filing the CPA report	31 Pa. Code § 147.9a
*	Notification of Adverse Financial Condition	If issued by CPA Within 5 business days of receipt, forward a copy to the Department & provide evidence of such to the CPA.	31 Pa. Code §§ 147.4(e) & 147.9
N/A –	Change in CPA letters		
N/A –	Notification of dismissal, resignation, or replacement	Within 5 business days of CPA dismissal, resignation, or replacement	31 Pa. Code § 147.5(c)
N/A –	CCRC's letter addressing whether there were disagreements 24 months prior to change	Within 10 business days of the notification letter	31 Pa. Code § 147.5(c)(1)

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* The audit of the 01/01/2025 - 12/31/2025 financial statement is underway but not yet complete. A copy of the audit report will be submitted as soon as it becomes available.

	√	DOCUMENT	DUE DATE *	CITATION **
N/A	–	Letter from the former CPA stating that they agree or disagree with the contents of the letter from the CCRC regarding disagreements 24 months prior to change	Concurrently with the CCRC's letter regarding disagreements	31 Pa. Code § 147.5(c)(2)
N/A	–	Letter with the name and address of the independent CPA or accounting firm retained to conduct the annual audit and provide an awareness letter from same	Within 60 business days of the notification letter	31 Pa. Code §§ 147.5(c)(3) & (d)
	✓	Current Resident's Agreement (Complete copy required regardless if unchanged from the prior filing)	Four (4) months after fiscal year end	31 Pa. Code § 151.8(f)
	✓	Disclosure Statement *** ***Note: This must be filed by the provider and in the format presented to a current or potential resident. Disclosure statement filings are public and posted to the Insurance Department website. Please submit in PDF format to the Department.***	Four (4) months after fiscal year end	40 P.S. § 3207(b) and 31 Pa. Code § 151.7
	✗	Narrative statement of material differences of actual vs. pro forma income statement	Four (4) months after fiscal year end	40 P.S. § 3207(b)(1)
	✗	Pro Forma Income Statement – for the next fiscal year	Four (4) months after fiscal year end	40 P.S. § 3207(b)(2)
		AMENDMENTS TO DISCLOSURE STATEMENTS		
		An electronic filing is to be submitted and include a cover letter briefly outlining the sections of the disclosure statement amended and a redline version illustrating the changes. Material changes in the operation of a provider or facility which require an amendment to a disclosure statement may include, but are not limited to, the following:	Upon amendment or change	31 Pa. Code § 151.7(e)
N/A	–	(1) Changes in the board of directors, officers, managing or general partners, administrators or trustees and managers which affect the management of a facility. Biographical affidavits by these individuals shall be filed with the Department at the time an amended disclosure statement is filed.		
N/A	–	(2) New or additional mortgages, liens, security interests, loan commitments, long-term financing arrangements or leases, which transaction materially affects the real property of the facility. A copy of all pertinent documents evidencing the transactions shall be filed with the Department at the time an amended disclosure statement is filed.		

Continued on next page

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√	DOCUMENT	DUE DATE *	CITATION **
N/A	(3) Other material changes in the financial or factual information contained in the disclosure statement or statement in support of the provider's original application for a certificate of authority. Explanatory material and copies of pertinent documents concerning the material changes shall be filed with the Department at the time an amended disclosure statement is filed. ***Note: Amended Disclosure Statements must be filed by the provider within 30 days of amendment or change, and in the format to be presented to a current or potential resident. Amended Disclosure Statements are public documents and posted on the Department's website.***	Upon amendment or change	31 Pa. Code § 151.7(e)

* There are no provisions in statute or regulation that provide for an extension or waiver of the audited financial report filing date requirements for CCRCs.

** 31 Pa. Code Chapters 147 and 151 are available on The Pennsylvania Code website at: Annual Audited Insurers' Financial Report and Continuing Care Providers.

*** **Filing fee** - There is a $750 Disclosure Statement filing fee pursuant to 31 Pa. Code § 151.14(c). Filing fee payment can be mailed to the Department, to **ATTN: Hem Mahat,** Administration, PA Insurance Department, 1326 Strawberry Square, Harrisburg, PA 17120 and clearly identify the Provider name, EIN and CCRC renewal fee period. A scanned copy of the fee payment can be included with the electronic submission to facilitate filing review.

**** Contact details should be maintained current with every annual filings. Contact person name, email address and telephone number should be filed annually. Contact person should be CEO, CFO or someone from executive board.

INQUIRIES CAN BE MADE TO:
Pennsylvania Insurance Department
E-mail: RA-IN-CCRC@pa.gov

Outlook

Fw: Invoice Payment Notification

From Peyton Matheny <pmatheny@oakdalesa.com>
Date Mon 4/27/2026 4:34 PM
To Brandie Lamberth <blamberth@newlegacypro.com>

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Here is the payment informaiton

Thank you,

Peyton Matheny
Oakdale Seniors Alliance
Business Manager

mobile: (423)260-7423| **email:** pmatheny@oakdalesa.com
addr 404

[redacted]

WESLEY HILLS

A CONTINUING CARE RETIREMENT COMMUNITY

DISCLOSURE STATEMENT

(In Conformance with 40 P.S. § 3207)

DATE OF DISCLOSURE STATEMENT:

For the application dated December 31, 2025

THE ISSUANCE OF A CERTIFICATE OF AUTHORITY DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT OF THIS FACILITY BY THE PENNSYLVANIA INSURANCE DEPARTMENT, NOR IS IT EVIDENCE OF, NOR DOES IT ATTEST TO, THE ACCURACY OR COMPLETENESS OF THE INFORMATION SET OUT IN THIS DISCLOSURE STATEMENT

Wesley Hills
700 Bower Hill Road
Pittsburgh, PA 15243

WESLEY HILLS DISCLOSURE STATEMENT

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WESLEY HILLS
Continuing Care Provider Registration and Disclosure Act

1. DISCLOSURE STATEMENT SUMMARY

1. **Name and address of Facility:** Wesley Hills, comprised of Wesley Hills Carriage Homes, located at 700 Bower Hill Road, Pittsburgh, PA 15243, and Embassy of Asbury Heights, located at 230 Beverly Road, Pittsburgh, Pennsylvania 15216.

2. **Name and address of Provider:** Wesley Embassy IL, LLC, 4062 Peachtree Road, Suite A501, Brookhaven, Georgia 30319.

3. **Admissions Contact:** John Komisary, Area Director of Sales and Marketing, 700 Bower Hill Road, Pittsburgh, PA 15243 Phone: 412-341-1030.

4. **Description of Facilities:** Wesley Hills offers continuing care agreements at two locations:

Facility Name	**Wesley Hills Carriage Homes**
Description of Facility	Wesley Hills Carriage Homes has 21 carriage homes on the Asbury Heights campus. The facility is operated and located in Pittsburgh, in the suburb of Mt Lebanon municipality. The facility is part of a 27 acre campus. The facility has been in operation since 1985 and will offer residents the option to enter into either a continuing care agreement or a standard rental agreement. The independent living units of Wesley Hills consist of private and spacious two and three bedroom carriage homes, which are presently ready for occupancy for residents choosing either the continuing care agreement or standard rental agreement. Address: 700 Bower Hill Road, Pittsburgh, PA 15243.
Residential Area	Suburban
Types of Units	21 Independent Living carriage homes ranging from two to three bedrooms.
Number of Acres	27 acre campus
Facility Name	**The Embassy of Asbury Heights**
Description of Facility	The Embassy of Asbury Heights has 34 luxury one and two bedroom apartments and is located approximately one mile from the Asbury Heights campus in the suburb of Mt. Lebanon Municipality, Pennsylvania. The facility is comprised of a six-story apartment building with an underground parking garage. The facility has been in operation since 2006 and will offer residents the option to enter into either a continuing care agreement or a standard rental agreement. The independent living units of Wesley Hills consist of private and spacious

	one and two bedroom luxury apartments which are presently ready for occupancy for residents choosing either the continuing care agreement or standard rental agreement. Address: The Embassy of Asbury Heights, 230 Beverly Road, Pittsburgh, Pennsylvania 15216.
Residential Area	Suburban
Types of Units	34 Independent Living apartments ranging from one to two bedroom apartments.
Number of Acres	0.56 acres

5. Minimum age for Admission: 60

6. Affiliations: Wesley Embassy IL, LLC, through its parent organization, Boncrest Resource Group, Inc., is a nonsectarian, tax exempt organization formed for the purpose of owning and operating health care providers including skilled nursing facilities/hospitals/assisted living/senior housing facilities.

7. Current Resident Population:

As of December 31, 2025, at Wesley Hills Carriage Homes, there were 34 total residents living in 20 occupied apartments. Of the 34 total residents, 23 had a CCRC Agreement.

As of December 31, 2025, at The Embassy of Asbury Heights, there were 17 total residents living in 16 occupied apartments. Of the 17 total residents, 13 had a CCRC agreement.

8. Sample of fees for:

Standard Carriage House 2-Bedroom Apartment: Entrance fees: $85,681 - $197,358 and Periodic Fee (Monthly): $4,120 (Entrance Fee) and $4,738 (Rental Choice)
Embassy 1-Bedroom Apartment: Entrance fees: $31,539 - $105,649 and Periodic Fee (Monthly): $2,630 (Entrance Fee) and $3,156 (Rental Choice)
Embassy 2-Bedroom Apartment: Entrance fees: $42,895 - $1114,098 and Periodic Fee (Monthly): $3,113 (Entrance Fee) and $3,735 (Rental Choice)

2. PROVIDER INFORMATION

A. **CCRC Provider:** The name of the continuing care retirement community is Wesley Hills, comprised of Wesley Hills Carriage Homes and the Embassy at Asbury Heights (collectively, the "CCRC"), located in the Municipality of Mt. Lebanon, a suburb of Pittsburgh, Pennsylvania at 700 Bower Hill Road, Pittsburgh, PA 15243. The CCRC is a non-sectarian, nonprofit corporation organized under the laws of the Commonwealth of Pennsylvania to operate a continuing care retirement community consisting of 55 independent living apartments. 21 of the units are carriage home apartments known as the Wesley Hills Carriage Homes, located on approximately 27 acres of a park-like campus. Other facilities of the CCRC located at this site are: a single story, stand-alone 42-unit memory support personal care facility at Asbury Place; a three story 77 unit personal care facility at Asbury Villas; 24 memory support personal care beds at Laurel Lane; 10 personal care units at Spring Lane, and 139 beds of skilled nursing care. The remaining 34 apartments are located at the Embassy at Asbury Heights, a single building built on 0.56 acres, located at 230 Beverly Road, Pittsburgh, Pennsylvania 15216, approximately one mile away from the CCRC campus. Minimum age for admission to independent living apartments of the CCRC is 60.

B. **Legal Structure:** The provider of services is Wesley Embassy IL, LLC ("Provider"), a Delaware limited liability company formed on October 2, 2023. The parent of Provider is Boncrest Resource Group, Inc. ("Boncrest"), a Georgia non-profit corporation formed on February 6, 2017. Boncrest obtained its tax-exempt determination letter from the Internal Revenue Service on September 27, 2017. The current principal office address of Provider is 4062 Peachtree Road NE, Suite A501, Brookhaven, GA 30319-3021.

C. **Certificate of Authority:** Effective March 20, 2024, the Pennsylvania Department of Insurance provided a Certificate of Authority to Provider to operate the CCRC. Provider has complied with the provisions of the Continuing Care Provider Registration and Disclosure Act (Act of June 18, 1984, P.L. 391, No. 82 and 40 P.S. Section 3201, et seq.) (See **Exhibit A)**

3. PROVIDER MANAGEMENT

Management By Board Governance: Provider is a limited liability company organized under the laws of the State of Delaware and governed by a governing board made up of the following individuals:

Ms. Amelia Baker
4062 Peachtree Road NE, Suite A501
Brookhaven, GA 30319-3021

Mr. Frank Corrigan
4062 Peachtree Road NE, Suite A501
Brookhaven, GA 30319-3021

Mr. Maurice Max Rosenbaum
4062 Peachtree Road NE, Suite A501
Brookhaven, GA 30319-3021

Mr. Brad Payne
4062 Peachtree Road NE, Suite A501
Brookhaven, GA 30319-3021

The governing board has appointed a President and Secretary to be officers of the Provider. The following is a list of Provider's officers:

Mr. Maurice Max Rosenbaum
President of Wesley Embassy IL, LLC
4062 Peachtree Road NE, Suite A501
Brookhaven, GA 30319-3021

Ms. Amelia Baker
Secretary of Wesley Embassy IL, LLC
4062 Peachtree Road NE, Suite A501
Brookhaven, GA 30319-3021

No board members or officers of the CCRC own a 10% or greater interest in a professional service, firm, partnership or corporation that provides the CCRC or its subsidiaries more than $500 in goods and services.

No board members or officers listed above have been convicted of a felony or pleaded nolo contendere to a felony charge or been held liable or enjoined in a civil action by final judgment involving fraud, embezzlement, fraudulent conversion or misappropriation of property.

No board members or officers listed above are subject to a currently effective injunctive or restrictive order of a court of record, or within the past five years had any State or Federal license or permit suspended or revoked as a result of an action brought by a governmental agency or department, arising out of or relating to business activity or health care, including, without limitations, actions affecting a license to operate a foster care facility, nursing home, retirement home, home for the aged or a facility registered under the Continuing Care Provider Registration and Disclosure Act or a similar act in another state.

Management by other Individuals

Day-to-day management of the apartments located within the CCRC is provided by Teresa Valentino, Director of Independent Living Residential Services & Life Enrichment, who is employed by Asbury Senior Care, LLC, an affiliate of Provider. Teresa graduated from Salisbury University with a Bachelor of Arts and Science. Teresa has over fifteen years of experience working with the elderly to improve their lives and overall well-being.

Management by other Entities

Wesley Embassy IL, LLC entered into a management agreement with Oakdale Seniors Alliance, LLC, a Delaware limited liability company ("Oakdale") on April 1, 2024. Oakdale will provide management services to the CCRC pursuant to the Management Agreement. Oakdale currently provides management services to the other Boncrest facilities described in **Section 4** hereof. The President of Oakdale is Cyndi Matheny, and her address is 2602 East Main Street, Suite 200, Chattanooga, Tennessee 37404.

No members or officers of Oakdale own a 10% or greater interest in a professional service, firm, partnership or corporation that provides the CCRC or its subsidiaries more than $500 in goods and services.

No members or officers of Oakdale listed above have been convicted of a felony or pleaded nolo contendere to a felony charge or been held liable or enjoined in a civil action by final judgment involving fraud, embezzlement, fraudulent conversion or misappropriation of property.

No members or officers of Oakdale listed above are subject to a currently effective injunctive or restrictive order of a court of record, or within the past five years had any State or Federal license or permit suspended or revoked as a result of an action brought by a governmental agency or department, arising out of or relating to business activity or health care, including, without limitations, actions affecting a license to operate a foster care facility, nursing home, retirement home, home for the aged or a facility registered under the Continuing Care Provider Registration and Disclosure Act or a similar act in another state.

Additional Information

Additional management information is shown on **Exhibit B.**

4. PROVIDER AFFILIATIONS

A. **History**: The parent company of Provider is Boncrest, a tax exempt organization formed for the purpose of operating long-term care facilities, including skilled nursing facilities, assisted living, and senior housing facilities and otherwise pursuing opportunities for tax exempt organizations in response a changing health care economy (www.boncrest.org).

Boncrest is a mission driven, faith-affirming charitable organization that operates nationwide, prioritizes programs over profits, and provides a broad range of services, activities, and programs for the benefit of and communities most in need including quality health care services, senior living and other long term care communities and services, and alliances with state and local governmental agencies to provide access to facilities and services that serve the public interest.

Boncrest understands and strives to provide individual centered, value based health care services through effective operational management, value based compensation arrangements, and advanced technology while never wavering from its mission driven, charitable purposes.

Boncrest subsidiaries currently operate the following communities:

- Robin Run Village Senior Living in Indianapolis, Indiana;
- Foxwood Springs Living Center in Raymore, Missouri;
- Christian Care Communities & Services Allen in Allen, Texas;
- Christian Care Communities & Services Mesquite in Mesquite, Texas
- Asbury Health Center in Pittsburgh, Pennsylvania;
- Wesley Hills in Pittsburgh, Pennsylvania; and
- Seneca Place in Verona, Pennsylvania

B. **Change in Ownership:** On April 1, 2024, the operational control of the CCRC was transferred from Wesley Hills, a Pennsylvania non-profit corporation, to Provider.

C. **Affiliation Agreement:** Boncrest will not be responsible for the financial and contract obligations of the Provider.

D. **Tax Status:** The Provider is a 501(c)(3) organization and is exempt from paying income tax and has a tax-exempt certificate for sales tax.

5. DESCRIPTION OF PROPERTY AND OCCUPANCY

There are 55 independent living units situated among two buildings. There are a wide variety of floor plans for one, two and three bedroom apartments. Adequate parking is available to residents, if needed.

There is no active construction at the CCRC and the CCRC is continuously occupied.

6. PROVIDER SERVICES

A. **<u>Description of Services included with CCRC Residential Agreements:</u>** Continuing care residents admitted to the CCRC will be provided with occupancy privileges for one (1) independent living unit of their choice, for the life of the resident or until the Continuing Care Agreement is terminated. In addition to occupancy privileges, the CCRC agrees to provide the following to continuing care residents for the duration of the Continuing Care Agreement at no additional cost:

- 6 days per week of continental Breakfast (The Embassy residents only) (No meals at Carriage Homes)
- Housekeeping every other week
- Laundering of bed linens and towels every other week
- Utilities (excluding telephone at Carriage Homes) (excluding telephone and electricity at The Embassy)
- Either basic cable or satellite basic television service (excluding internet)
- Scheduled recreational and community activities (admission fees for events or outside meals are not included)
- Interdenominational services
- Mail service (postage is Resident's responsibility)
- Access to library
- Parking
- Scheduled transportation within 10 miles and not to include supervision.

B. **<u>Description of Services NOT included with CCRC Residential Agreements</u>** Although there is no coordination fee by the CCRC, **there is an additional charge by the service provider for the following products and services.** (Also see **Exhibit C - Listing of Ancillary Charges)**

- Meal Plans
- Physicians and dental care
- Podiatry
- Ophthalmology/Optometry
- Speech therapy/Audiology
- Physical therapy

- Occupational therapy
- Lab services
- Medications/Medical and/or Ancillary Supplies/Equipment
- Eyeglasses/Dentures
- Telephone/telephone amplifier
- Dry cleaning
- Beauty/Barber shop services
- Newspaper
- Personal laundry service
- Home health nurses, aides, or companion service

C. Care and Facilities NOT Provided with Wesley Hills CCRC Residential Agreement:

Personal Care Living Services: Continuing care residents will receive preferential placement amongst all similar applicants for admission to Laurel Lane, Asbury Villas or Asbury Place, personal care facilities located on the campus of the CCRC. Laurel Lane, Asbury Villas and Asbury Place. These facilities are operated by affiliates of Boncrest. The cost of a continuing care resident's personal care placement is not included in the Entrance Fee and Monthly Service Fee. Continuing care residents are required to enter into a separate admission agreement with the personal care facility and will be billed separately for all personal care charges.

Skilled Nursing Services: Residents of the CCRC will receive preferential placement amongst all similar Continuing care residents will receive preferential placement amongst all similar applicants for admission to the CCRC's skilled nursing facility. The cost of a continuing care resident's skilled nursing care at the CCRC's skilled nursing facility is not included in the Entrance Fee and Monthly Service Fee. Continuing care residents are required to enter into a separate admission agreement with the CCRC's skilled nursing facility and will be billed separately by the CCRC's skilled nursing facility for all skilled nursing charges.

7(a). DEPOSITS AND ENTRANCE FEES

A. **Deposits:** To reserve a particular unit during the application process, prospective CCRC residents pay a Deposit in the amount of $1,000.00. Deposit gives the prospective resident ("Depositor") the right of first refusal should another prospective resident desires the same apartment. If another prospective resident desires the same apartment held by the Depositor, the Depositor must, within seven (7) days of the notice, commit to a move-in date not to exceed thirty (30) days from the date of the notice. If the Depositor does not commit to a move-in date within seven (7) days of the notice, the particular apartment will be offered to the second prospective resident. The Depositor must then select another unit and commit to a move-in date or be placed on a wait list until an appropriate unit is available.

The Specific Deposit will be applied to the Depositor's Entrance Fee. The Deposit is non-refundable, unless there is a change in the health status of the Depositor prior to admission rendering the independent living setting unsuitable for the Depositor's health needs, at which time the Deposit will be 100% refunded. In order to receive a refund of the Deposit due to health reasons, the Depositor must provide the CCRC with a written physician's statement indicating the Depositor is unable to reside in an independent living setting due to the Depositor's health condition.

B. **Entrance Fees:** Residents entering into a CCRC Residence Agreement are required to pay a one-time, initial Entrance Fee based upon the Entrance Fee Option selected (outlined below). Entire payment of resident's Entrance Fee is due upon occupancy of the unit at the CCRC. In the case of a shared living unit, only one Entrance Fee will be required that will cover both residents.

Residents may choose among the following Entrance Fee Options:

(1) NONREFUNDABLE OPTION

Residents choosing the Nonrefundable Entrance Fee Option are required to pay the full amount of the Nonrefundable Entrance Fee prior to occupancy. This amount is nonrefundable and non-transferrable to the resident or the resident's estate. Upon vacancy of the unit, no amount is refunded to the resident or their Estate.

(2) 50% REFUNDABLE ENTRANCE FEE OPTION

Residents choosing the 50% Refundable Entrance Fee Option are required to pay the amount associated with the Entrance Fee option prior to occupancy. This amount is non-transferrable and non-refundable. Upon vacancy of the unit, and should criteria be met according to contract terms, fifty percent (50%) of the entrance fee paid is refunded to the resident or to their Beneficiary Designee if prior documentation has been submitted and approved by the CCRC, or payable to the resident's estate in the event of death.

(3) 90% REFUNDABLE ENTRANCE FEE OPTION

Residents choosing the 90% Refundable Entrance Fee Option are required to pay the amount associated with the Entrance Fee option prior to occupancy. This amount is non-transferrable and non-refundable. Upon vacancy of the unit, and should criteria be met according to contract terms, ninety percent (90%) of the entrance fee paid is refunded to the resident or to their Beneficiary Designee if prior documentation has been submitted and approved by the CCRC, or payable to the resident's estate in the event of death.

C. **Rescinding/Refunding Deposits:** A resident has the right to rescind the Continuing Care Agreement, without penalty or forfeiture, within seven (7) days after making an initial deposit and executing the Continuing Care Agreement. **See Section 11**.

D. **Voluntary Termination:** In the event of voluntary termination of the Residence Agreement prior to occupancy (excluding death), a refund of the entrance fee, if any, already paid by or on behalf of the Resident for the selected unit, shall be made, less an administrative processing fee of 2% of the entrance fee, within 60 days after The Provider receives written notification of the termination.

E. **Change in Health Status:** If the agreement is canceled prior to occupancy by the death of the resident, or if it is determined the level of care is inappropriate for the resident, the 2% administrative charge will be waived and a refund of the entrance fee paid will be made within 30 days of notification to The Provider.

F. **Refund of Entrance Fees After Move-In** When the Resident, and any Second Resident, vacates the Living Unit, the refundable portion (if any) of the Entrance Fee will be refunded upon re-occupancy of the unit. If the unit remains unoccupied after one year of vacancy, the Entrance Fee will be refunded within 365 days from the date of vacancy from the unit. Any refund due will be reduced by any outstanding charges owed to the CCRC including any costs incurred by the CCRC to restore the living unit to its condition on the resident’s Occupancy Date.

7(b). MONTHLY SERVICE FEES

A. **Monthly Service Fee and Periodic Increases:** Residents are required to pay a Monthly Service Fee which shall not exceed 75% of the current monthly rent rate charged to residents not opting for a Continuing Care Agreement. The monthly rates vary depending upon the particular unit selected by the resident. The CCRC shall provide for advance notice to its residents of not less than thirty (30) days before any change in fees or charges or the scope of care or services may be effective. The CCRC reserves the right to increase the Monthly Service Fee, when necessary, to provide sound financial conditions for the CCRC and quality of services to its residents. Additional products and services may be purchased for extra charge.

B. **Representative Sample of 2023 Fees and Charges:** A representative sample of the 2023 entrance fee and periodic charge ranges for the various units at the Wesley Hills apartments is shown below. Rates represent one resident in the unit (there is an additional charge for additional residents in the same unit). A complete listing of all units, including entrance fees, monthly service fees and additional person fees are shown on the Rate Sheets, attached as **Exhibit D**.

Carriage Homes			
Unit Type	**Entrance Fee Ranges (dependent on selected unit and entrance fee option)**	**Monthly Service Fee – Entrance Fee Residents**	**Monthly Service Fee - Rental Choice Residents**
2 Bedroom Traditional	$85,681 - $197,358	$4,120	$4,738
3 Bedroom Traditional	$91,386 - $211,782	$4,745	$5,458
3 Bedroom Classic	$103,119 - $241,006	$4,836	$5,560
Second Person Fee	--	$883 per month	$1,015 per month

The Embassy			
Unit Type	**Entrance Fee Ranges (dependent on selected unit and entrance fee option)**	**Monthly Service Fee – Entrance Fee Residents**	**Monthly Service Fee - Rental Choice Residents**
Americana (1 bedroom, 1.5 bath)	$31,539 - $105,649	$2,630	$3,156
Hampton (2 bedroom, 2 bath)	$42,895 - $114,098	$3,113	$3,735
Biltmore (2 bedroom/den; or 3 bedroom, 2 bath)	$60,009 - $169,587	$3,662	$4,405
Second Person Fee	--	$459 per month	$551 per month

Using the units as represented in the chart above, the chart below demonstrates annual increases for a five year period, along with the percentage of annual increase.

Entrance Fee Apartment Type:	**Year**	**Percentage Increase**	**Monthly Service Fee**	**Daily Rate**
Carriage Home – 2 Bedroom Traditional	2021	2.5%	$3,591	$118.06
	2022	2.5%	$3,681	$121.02
	2023	4.0%	$3,828	$125.85
	2024	4.0%	$3,981	$130.88
	2025	3.5%	$4,120	$135.45
Carriage Home – 3 Bedroom Traditional	2021	2.5%	$4,136	$135.98
	2022	2.5%	$4,239	$139.36
	2023	4.0%	$4,409	$144.95
	2024	4.0%	$4,585	$150.74
	2025	3.5%	$4,745	$156.00
Carriage Home – 3 Bedroom Classic	2021	2.5%	$4,214	$139.54
	2022	2.5%	$4,319	$141.99
	2023	4.0%	$4,492	$147.68
	2024	4.0%	$4,672	$153.60
	2025	3.5%	$4,836	$159.00

Entrance Fee Apartment Type:	Year	Percentage Increase	Monthly Service Fee	Daily Rate
Embassy – Americana	2021	2.5%	$2,292	$75.35
	2022	2.5%	$2,349	$77.23
	2023	4.0%	$2,443	$80.32
	2024	4.0%	$2,541	$83.54
	2025	3.5%	$2,630	$86.47
Embassy – Hampton	2021	2.5%	$2,713	$89.19
	2022	2.5%	$2,781	$91.43
	2023	4.0%	$2,892	$95.08
	2024	4.0%	$3,008	$98.89
	2025	3.5%	$3,113	$102.35
Embassy – Biltmore	2021	2.5%	$3,191	$104.91
	2022	2.5%	$3,271	$111.85
	2023	4.0%	$3,402	$107.54
	2024	4.0%	$3,538	$116.32
	2025	3.5%	$3,662	$120.39

Entrance Fee Apartment Type:	Year	Percentage Increase	Monthly Service Fee	Daily Rate
Carriage Home – 2 Bedroom Traditional	2023	-	$4,401	$144.69
	2024	4.0%	$4,578	$150.51
	2025	3.5%	$4,738	$155.76
Carriage Home – 3 Bedroom Traditional	2023	-	$5,108	$167.93
	2024	3.2%	$5,273	$173.36
	2025	3.5%	$5,458	$179.44
Carriage Home – 3 Bedroom Classic	2023	-	$5,166	$169.84
	2024	4.0%	$5,372	$176.61
	2025	3.5%	$5,560	$182.79
Embassy – Americana	2023	-	$2,932	$96.39
	2024	4.0%	$3,049	$100.24
	2025	3.5%	$3,156	$103.76

Entrance Fee Apartment Type:	Year	Percentage Increase	Monthly Service Fee	Daily Rate
Embassy – Hampton	2023	-	$3,470	$114.08
	2024	4.0%	$3,609	$118.65
	2025	3.5%	$3,735	$122.79
Embassy – Biltmore	2023	-	$4,081	$134.17
	2024	4.3%	$4,256	$139.92
	2025	3.5%	$4,405	$144.82

8. STATUTORY LIQUID RESERVE

The CCRC will establish an account to provide reserve funding/security to ensure the CCRC will be able to fully perform its continuing care contract obligations. The statutory liquid reserve fund is mandated by Pennsylvania's Continuing-Care Provider Registration and Disclosure Act; and is required to be an amount equal to or exceeding ten percent of the projected annual operating expenses of the facility (exclusive of depreciation). The amount of required reserve funds is computed only on the proportional share of operating expenses that are applicable to residents under continuing care agreements at the end of the provider's most recent fiscal year. The calculation of the required reserve will be detailed in the notes to the CCRC's audited financial statements. The statutory liquid reserve will be maintained in a separate account that will be managed/overseen by the CCRC's Chief Financial Officer.

9. CERTIFIED FINANCIAL STATEMENTS OF PROVIDER

Provider will supplement this Disclosure Statement with the certified financial statements upon receipt.

10. RESIDENT AGREEMENTS

The form of resident agreements are attached hereto as **Exhibit F.**

11. NOTICE OF RIGHT TO RESCIND

Resident’s Notice of Right to Rescind is attached hereto as **Exhibit E.**

12. DISCLOSURE STATEMENT DISTRIBUTION

The CCRC shall deliver a copy of this Disclosure Statement to each resident that has entered, or who intends to enter, into a continuing care agreement with the CCRC. This will occur annually after the Disclosure Statement is file with the Pennsylvania Insurance Department Commissioner, and prior to the CCRC's acceptance of any portion of an application or entrance fee, or prior to execution of the continuing care agreement, whichever comes first.

The CCRC may amend this Disclosure Statement at any time if, in the opinion of the CCRC, an amendment is necessary to prevent the Disclosure Statement from containing any material misstatement of fact or omission. Any amended Disclosure Statement will be filed with the Pennsylvania Insurance Department Commissioner prior to delivery to any current or prospective continuing care residents.

WESLEY HILLS

Disclosure Statement

Exhibit A

Certificate of Authority

EXHIBIT A

Certificate of Authority

Certificate of Authority issued by the Pennsylvania Insurance Department on March 20, 2024 is attached.

Commonwealth of Pennsylvania

INSURANCE DEPARTMENT
Certificate of Authority

to operate a Continuing Care Retirement Community

This is to certify that

Wesley Embassy IL, LLC

located in Brookhaven, Georgia has complied with the provisions of the Continuing Care Provider Registration and Disclosure Act, Act of June 18, 1984, P.L. 391, No. 82, with respect to a continuing care facility, namely;

Wesley Hills
Pittsburgh, Pennsylvania

NOW, THEREFORE, I, Michael Humphreys, Insurance Commissioner of the Commonwealth of Pennsylvania, in accordance with the authority vested in me by law, do hereby authorize and empower the said Provider to transact the business of continuing care in accordance with the laws of the Commonwealth of Pennsylvania.

The authority granted hereby shall continue unless revoked in accordance with said Act.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the official seal of the Insurance Department at the City of Harrisburg this _20th__ day of __March_____, 2024.

_____
Insurance Commissioner

WESLEY HILLS

Disclosure Statement

Exhibit B

Board of Directors

EXHIBIT B

Board of Directors of Boncrest Resource Group, Inc.
(Parent of Wesley Embassy IL, LLC):

Additional information for each individual may be found in their NAIC Biographical Affidavit submitted to the Department

Maurice Max Rosenbaum – COO and President of Boncrest Resource Group, Inc.

Boncrest Resource Group, Inc.
4062 Peachtree Road NE, Suite A501
Brookhaven, GA 30319-3021

Current Positions Held:

- Director and President of Boncrest Resource Group, Inc. (April 2019 – present).

  Boncrest Resource Group, Inc.
  4062 Peachtree Road NE, Suite A501
  Brookhaven, GA 30319-3021

- Mentor and Advisor of Insight Optics. The goal of Insight Optics is to increase compliance rates by bringing trained ophthalmologists to the point of primary care. Their mobile imaging network allows primary care physicians to record and forward fundus examinations to local ophthalmologists for review. This increases the screening, diagnostic, and monitoring capabilities at the primary level while providing patients with earlier disease detection and treatment options. (2019).

  4062 Peachtree Road NE, Suite A501
  Brookhaven, GA 30319-3021

- Chief Product Officer and Senior Advisor of nView Health, a cloud-based delivery platform empowering physicians and care providers to meet quality care guidelines, manage costs, and be reimbursed for time and expense. Delivered international versions of many different test products for CRO's and Clinical Trial work in many different countries. (2019 to 2022).

  3525 Piedmont Road NE
  Building 6, Suite 310
  Brookhaven, GA 30305

- Executive Vice President of Quatris Healthco, a cloud electronic medical records and practice management solutions company that helps small practices boost financial performance and improve patient care. (2017 – 2018).

  Quatris Healthco
  3301 Airport Freeway, Ste. 350

Bedford, TX 76021

- President, Founder & Chief Executive Officer of Healthsystems, a healthcare IT company that Specializes in physician office technology solutions with expertise in Electronic Medical Records (EMR) and Practice Management (PM) applications. Healthsystems was sold to Quatris Healthco in 2017. (2000-2017).

  Quatris Healthco
  3301 Airport Freeway, Ste. 350
  Bedford, TX 76021

Amelia Baker – Director and Secretary of Boncrest Resource Group, Inc.

4062 Peachtree Road NE, Suite A501
Brookhaven, GA 30319-3021

Current Positions Held:

- Director of Boncrest Resource Group, Inc. (June 2021 to present).

  Boncrest Resource Group, Inc.
  4062 Peachtree Road NE, Suite A501
  Brookhaven, GA 30319-3021

Frank E. Corrigan, Jr. – Director of Boncrest Resource Group, Inc.

4062 Peachtree Rd. NE, Ste. A501
Brookhaven, GA 30319-3021

Current Positions Held:

- Director of Boncrest Resource Group, Inc. (June 2021 to present).

  Boncrest Resource Group, Inc.
  4062 Peachtree Road NE, Suite A501
  Brookhaven, GA 30319-3021

- Senior Vice President and Portfolio Manager Director at Morgan Stanley, a multinational investment management and financial services company. (1992 to present).

  Morgan Stanley
  3455 Peachtree Rd., Ste. 1400
  Brookhaven, GA 30326

Oren Bradley Payne – Director of Boncrest Resource Group, Inc.

4062 Peachtree Road NE, Suite A501
Brookhaven, GA 30319-3021

Current Positions Held:

- Director of Boncrest Resource Group, Inc. (12/3/2024 to present).

  Boncrest Resource Group, Inc.
  4062 Peachtree Road NE, Suite A501
  Brookhaven, GA 30319-3021

Officers of Oakdale Seniors Alliance, LLC
(Manager of CCRC)

Additional information for each individual may be found in their NAIC Biographical Affidavit submitted to the Department

Cynthia (Cyndi) Matheny – President of Oakdale Seniors Alliance, LLC

2602 East Main Street, Suite 200,
Chattanooga, Tennessee 37404

Current Positions Held:

- President of Oakdale Seniors Alliance, LLC (June 2022 to present).

  Oakdale Seniors Alliance, LLC
  2602 East Main Street, Suite 200,
  Chattanooga, Tennessee 37404

WESLEY HILLS

Disclosure Statement

Exhibit C

Ancillary Charge List

EXHIBIT C

Ancillary Charge List

[Please see attached]

2025 Ancillary Charge List

Telephone Service

	Monthly Fee	Long Distance Per Minute
Budget Service	$ 15.00	$ 0.10
Standard Service	$ 18.00	$ 0.10
Unlimited Local	$ 23.00	$ 0.05
Unlimited Regional	$ 36.00	$ 0.05
Unlimited Long Distance	$ 56.00	
Temporary Phone	$ 3.00	Per Day
Initial Installation Fee for both Asbury and Verizon Service	$ 75.00	
Fee for moves of outside phone service	$ 50.00	

Outside phone provider may also charge an additional fee.
Charges are per month and are exclusive of applicable taxes

Housekeeping Services

Personal Laundry-Personal Care and Nursing Center residents only	$ 64.00	Per MONTH

Dining Services

ILF Dinner	Guest**	$ 15.50	Price Includes Sales Tax	PC Breakfast Guest	$	6.00
ILF Holiday Meal	Guest**	$ 21.00	Price Includes Sales Tax	PC Lunch/Dinner Guest	$	10.00
One Meal		$ 326.00	Per Month/Per Person			
Two Meals		$ 490.00	Per Month/Per Person			
15 Day Meal Plan		$ 210.00	AH/WH Residents			
Tray Service***		$ 4.50	Separate Charge From Meal			
Meal Credit		Refer to Contract for Specific Details				

*Charges for individual resident meals are only applicable for additional meals received by resident above the number stipulated in the Resident Agreement.
**Children under 5 eat free. All other children's guest meals are half-price.
***If requested, seven (7) days of free tray service will be provided to Independent Living residents each contract year on a non-cumulative basis.
Tray service is available to residents of personal care at no additional charge when the resident is unable to come to the dining room due to illness.
Tray service is available to residents of the skilled nursing units at no additional charge.

Nutritional Supplements

Nutritional Shakes	$27.00 per case	Magic Cups	$30.00 per case or $.63 each
Ensure	$30.00 per case	Mighty Shakes	$23.00 per case or $.46 each
Glucerna	$42.00 per case	No Sugar Added Mighty Shakes	$27.00 per case or $.54 each

Beauty Shop/Barber Shop General Services/Waxing Services

Shampoo & Set	$	27.00	Manicure	$	22.00
Shampoo & Dry	$	27.00	Pedicure	$	35.00
Hair Cut (Men & Women)	$	26.00	Repolish	$	12.00
Full Color	$	72.00	Nail Trim	$	10.00

Perms	**$**	**77.00**	**French Manicure**	**$**	**25.00**
Color Treated Perm	**$**	**87.00**			
Hi-Lights	**$**	**77.00**			
Full Color Perm	**$**	**87.00**	**Eyebrow Wax**	**$**	**17.00**
Conditioner	**$**	**8.00**	**Facial Wax**	**$**	**18.00**
Beard Cut	**$**	**12.00**			
Hair Trim	**$**	**12.00**			

Van Transportation - Based upon Van Availability

Medical Trips-(No charge for first 5 miles)	**$**	**1.45**	**Per Mile**
Cancellation Fee- If Notice is Less Than 24 Hours	**$**	**16.00**	**Per Occurrence**
Personal Trips	**$**	**1.45**	**Per Mile**
Medical and Personal Trips Leaving or Returning after 3:30pm	**$**	**1.45**	**Per Mile and $15.00 Per Hour**
Ride on Demand (Car)	**$**	**2.50**	**Each Way**

Billing

Insufficient Funds or ACH Return Fee	**$**	**40.00**	**Per Occurrence**
Physician Declaration	**$**	**20.00**	**Per Occurrence**

Miscellaneous

Forwarding Mail Charge - Per Package	**$**	**7.00**	**Service Fee Plus Postage**
Notary Fee	**$**	**5.00**	**Per Notarization**
Door Key		**$25.00**	
Asbury campus Entrance Fob		**$50.00**	
Embassy Entrance Fob		**$50.00**	
Mailbox Key		**$25.00**	
Medical Records		**See Medical Records Dept. for Fee**	
Resident Photocopies	**$**	**0.35**	**Per Copy**
Pendant (TruView)- Not Returned When Resident Leaves/Moves	**$**	**200.00**	
Pendant (TruView)- Lost or Damaged	**$**	**200.00**	
Pet Fee	**$**	**20.00**	**Per Month, Per Pet**
Non-Facility Related Maintenance	**$**	**30.00**	**Per Hour/In 15 Min. Increments**
Asbury Dumpster Usage Fee		**$350.00**	**Flat Fee**
Disposal of Personal Property by Maintenance Staff	**$**	**30.00**	**Per Hour/ 1 Hour Minimum**
Replacement of Cable Boxes	**$**	**50.00**	

Medical Services

Medical Assistance Application Processing Fee	**$**	**20.00**	
Lab Stat Fees - Weekdays	**$**	**50.00**	**Per Occurrence**
Lab Stat Fees - Weekends	**$**	**70.00**	**Per Occurrence**
Non Scheduled Courier Charge (Monday- Friday)	**$**	**27.00**	
Non Scheduled Courier Charge (Weekends &Holidays)	**$**	**34.00**	
Quest Return Trip (Monday- Friday) *PC and IND ONLY	**$**	**41.00**	
Quest Return Trip (Weekends & Holidays) *PC and IND ONLY	**$**	**51.00**	

Incontinence Charges

Incontience Charge - Briefs or pull-up/underwear	**$**	**80.00**	**Monthly Change**

Includes - Wipes, Underpads, Inserts, & Soap

Medical Supplies

~ Prices are subjected to change without notice ~

Incontinence Supplies		
Description	**Quantity**	**Charge Amount**
Incontinence Bariatric XXL, XXXL, & Above	Per Occurrence	$4.00
Incontinence Regular S,M,L & XL	Per Occurrence	$1.50

Oxygen Supplies		
Description	**Quantity**	**Charge Amount**
Concentrator	Daily	$3.00
Oxygen Supplies As Needed	Each	$1.50
Oxygen Tank	Each	$16.00

Isolation Supplies		
Description	**Quantity**	**Charge Amount**
Isolation Kit One Time Charge	Each	$200.00
Isolation Supplies	Daily	$19.50

Nursing Services		
Description	**Quantity**	**Charge Amount**
IV Start - In House	Per Occurrence	$9.50
IV Dressing Change	Per Occurrence	$20.00
IV Pump	Daily	$5.60

Wound Care		
Description	**Quantity**	**Charge Amount**
Wound Care Stage 2	Per Occurrence	$12.00
Wound Care Stage 3	Per Occurrence	$17.00
Wound Care Stage 4	Per Occurrence	$22.00
Wound Care Unstageable	Per Occurrence	$9.15
Wound Care Deep Tissue Injury	Per Occurrence	$9.00
Wound Care Skin Tear	Per Occurrence	$10.20
Wound Care Fungal Rash	Per Occurrence	$9.50
Wound Care Wound Vac Rental	Daily	$64.00
Wound Care Wound Vac Small Dressing Supplies	Per Occurrence	$23.75
Wound Care Wound Vac Medium Dressing Supplies	Per Occurrence	$29.79
Wound Care Wound Vac Large Dressing Supplies	Per Occurrence	$35.81
Wound Care Protection Boot Per	Each	$77.83

Ostomy Care		
Description	**Quantity**	**Charge Amount**
Ostomy Care Wafer	Per Occurrence	$7.00
Ostomy Care Bag	Per Occurrence	$11.00

Enteral Feeds		
Description	**Quantity**	**Charge Amount**
Enteral Feed Gastronomy Tube	Each	$68.75
Enteral Feed Pump Set	Each	$14.25
Enteral Feed Peptemin Pre Bio	Each	$60.52

Enteral Feed Peptemin 1.5	Each	$49.50
Enteral Feed Jevity	Each	$9.00
Enteral Feed Glucerna	Each	$11.00
Enteral Feed Two Cal	Each	$9.75
Enteral Feed Pivot	Each	$32.35
Enteral Feed Nepro	Each	$14.00
Enteral Feed ProSource	Each	$33.86
Enteral Feed Promote	Each	$6.00
Enteral Feed Osmolite	Each	$6.00
Enteral Feed IsoSource	Each	$11.00

Medical Supplies		
Description	**Quantity**	**Charge Amount**
Medical Supplies SCD Sleeve Knee Regular	Each	$52.10
Medical Supplies SCD Sleeve Thigh Regular	Each	$86.65
Medical Supplies SCD Sleeve Thigh Large	Each	$120.85
Medical Supplies Ambu Bag Per Each	Each	$131.98

Trach Care/Vent Care		
Description	**Quantity**	**Charge Amount**
Trach / Vent Vent Care	Daily	$105.50
Trach / Vent Trach	Monthly	$74.00
Trach / Vent Resuscitation Bag	Each	$18.15
Trach / Vent Virobac Filters	Monthly	$21.95
Trach / Vent AMBU Mask Unit	Each	$131.98

Supplements		
Description	**Quantity**	**Charge Amount**
Supplements VHC Supplement	Each	$1.45
Supplements Ensure	Each	$0.30
Supplements Glucerna	Each	$0.65
Supplements Glucerna Clear (Diabetic)	Each	$1.29

Specialty Mattresses		
Description	**Quantity**	**Charge Amount**
Specialty Mattress Plexus	Daily	$7.00
Specialty Mattress Bari Bed	Daily	$14.00
Specialty Mattress Soft Care (overlay)	Daily	$7.00
Specialty Mattress Dolphin	Daily	$42.00
Specialty Mattress Low Air Loss Daily Charge	Daily	$7.00
Specialty Mattress Clinitron D	Daily	$80.00

Rental Equipment		
Description	**Quantity**	**Charge Amount**
Rental Equipment Pulmonary Aide	Daily	$1.45
Rental Equipment T-Pump	Daily	$1.61
Rental Equipment Care Chair	Daily	$15.00
Rental Equipment BiPap/C-Pap	Daily	$6.00
Rental Equipment SCD (Sequential Compression Device)	Daily	$4.88

WESLEY HILLS

Disclosure Statement

Exhibit D

Rate Sheet

EXHIBIT D

Rate Sheet

[Please see attached]

Embassy

Asbury HEIGHTS
An Oakdale Seniors Alliance Supported Community

2025

UNIT DESCRIPTION	ENTRANCE FEE CHOICES 90% Refundable	ENTRANCE FEE CHOICES 50% Refundable	ENTRANCE FEE CHOICES Non-Refundable	SERVICE PACKAGE Monthly	RENTAL CHOICE SERVICE PACKAGE* Monthly
2 Bedroom					
Americana	$105,649	$79,223	$31,539	$2,630	$3,156
Hampton	$114,098	$85,628	$42,895	$3,113	$3,735
Winchester	$146,444	$109,793	$60,009	$3,145	$3,775
Carnegie	$156,724	$117,543	$60,009	$3,489	$4,187
Regency	$164,420	$123,355	$60,009	$3,489	$4,187
Biltmore	$169,587	$127,177	$60,009	$3,662	$4,405
Second Person Fee				$459	$551

* The Monthly Service Package with the $5,000 non-refundable and non-transferable Community Fee is 15% higher than Entrance Fee Choices.

EQUAL HOUSING OPPORTUNITY

Carriage Homes

Asbury HEIGHTS
An Oakdale Seniors Alliance Supported Community

2025

UNIT DESCRIPTION	ENTRANCE FEE CHOICES 90% Refundable	ENTRANCE FEE CHOICES 50% Refundable	ENTRANCE FEE CHOICES Non-Refundable	SERVICE PACKAGE Monthly	RENTAL CHOICE SERVICE PACKAGE* Monthly
2 Bedroom					
2 Bedroom Traditional	$197,358	$148,005	$85,681	$4,120	$4,738
3 Bedroom					
3 Bedroom Traditional	$211,782	$158,877	$91,386	$4,745	$5,458
3 Bedroom Classic	$241,006	$180,728	$103,119	$4,836	$5,560
Second Person Fee				$883	$1,015

* The Monthly Service Package with the $5,000 non-refundable and non-transferable Community Fee is 15% higher than Entrance Fee Choices.

EQUAL HOUSING OPPORTUNITY

WESLEY HILLS

Disclosure Statement

Exhibit E

Notice of Right to Rescind

NOTICE TO RESCIND

In the event that you execute a Resident Agreement to the Continuing Care Community for one of the various types of living arrangements at Wesley Hills, you may rescind and terminate your said Agreement without penalty or forfeiture, within seven (7) days of the date on which you execute said Agreement. You are not required to move into the continuing care facility before the expiration of this seven (7) day period. No other Agreement or Statement you sign shall constitute a waiver of your right to rescind your Agreement within the seven (7) day period.

To rescind your Resident Agreement, mail or deliver a signed and dated copy of this Notice and/or other dated written notice or letter stating your desire to rescind to:

Wesley Hills
Sales and Marketing Department
700 Bower Hill Road
Pittsburgh, PA 15243

no later than midnight of the seventy (7^{th}) day beyond the date on which you executed said Agreement.

Pursuant to this notice, I hereby cancel my Resident Agreement at Wesley Hills.

Date: _____ _____
Prospective Resident's Signature

Date: _____ _____
Prospective Resident's Signature

Date: _____ _____
Witness

WESLEY HILLS

Disclosure Statement

Exhibit F

Resident Agreements

EXHIBIT F

Resident Agreements

[Please see attached]



Wesley Hills

Continuing Care Retirement Community

The Embassy

Residence Agreement

I hereby acknowledge receipt of a signed copy of this Agreement.

_____
Resident or Designated Person

_____
Resident or Designated Person

Revised 1-20-2024

TABLE OF CONTENTS

1. **Admission.** With the execution of this Agreement by both of us, you are guaranteed admission to the apartment's facilities of WH in accordance with the provisions of this Agreement. 2

2. **Occupancy Date**. The Occupancy Date for all purposes under this Agreement, including the **General Conditions** which are attached hereto and made a part hereof this Agreement, shall be _____, or the date on which you first personally occupy your Living Accommodation ("Unit"), whichever first occurs. 2

3. **Services Provided**. From and after the Occupancy Date until termination of this Agreement for any reason as provided herein below, WH will provide Resident with the Living Accommodation identified in the General Conditions and WH will: 2

4. **Living Accommodation**. The Living Accommodation you will initially occupy is set forth in Section 6.1 below. 3

5. **Obligations of Resident/Designated Person/Payer**. From and after the Occupancy Date, Resident and/or Designated Person and/or Payer will: 3

6. **Fees**. 4

7. **Entrance Fees**. 5

8. **Refunds on Monthly Fees**. Refunds, if any that may be due to a Resident upon discharge or death will be paid as follows: 5

9. **Refunds of Entrance Fees**. If Resident has paid a refundable Entrance Fee and a termination occurs: 6

10. **Average Cost**. The average annual cost per resident for WH providing services under this Agreement is estimated to be $_____ for the year that ended _____, 20_____. This information is being supplied to you in compliance with regulations of the Pennsylvania Department of Insurance. Your monthly cost is outlined in Section 6.1 of this Agreement. 7

11. **Termination or Death Prior to the Occupancy Date**. You may terminate this Agreement at any time prior to the Occupancy Date by written notice of termination to us. This Agreement will also be terminated by written notice to us that you have died prior to the Occupancy Date. 7

12. **Termination or Death after the Occupancy Date**. You may terminate this Agreement at any time after the Occupancy Date upon seven (7) days advance written notice to us and upon certain conditions. You may be entitled to certain refunds in the event of termination or death after the Occupancy Date. Such rights and refunds are described in Section 6.1 of the General Conditions. You will have fourteen (14) days to remove all personal property after such termination notice. During this period of time, as well as any additional time needed to remove said items, you will be charged the daily rates less any appropriate credits. If your personal property has not been removed at the end of fourteen (14) days, you will be contacted regarding the use of a moving/storage company. If you are unable or unwilling to coordinate the move, WH has the right to coordinate with a moving/storage company to have your personal property packed, moved and stored off-site. The moving/storage company will bill you accordingly for such services. You will be billed directly by the storage company for the continuing cost of such storage for as long as your property is stored at that location. If you are entitled to a refund of some or all of your Entrance Fee, such refund will be made upon occupancy of your former Living Accommodations by others. 7

13. **Termination by WH**. WH may terminate this Agreement upon thirty (30) days written notice. 8

14. **Loss of Property**. WH assumes no responsibility for the loss of any personal property or possessions of Resident due to theft, fire, or any other loss. Personal property includes, but is not limited to, dentures, eyeglasses, hearing aids, jewelry, small appliances, furniture, automobiles and other valuables. 8

15. **Home Rules**. In addition to other rules, policies and procedures contained in this Agreement or that WH may set forth from time to time, the following rules shall apply: 8

16. **Bed Hold Policy**. Resident will continue to pay current monthly rate to maintain residency during hospitalization or other extended absence from Facility. 8

17. **Medical Exclusions**. WH does not provide all medical services that might be required by a Resident. The medical services and costs for which WH assumes no responsibility are listed in the General Conditions. 8

18. **Resident Rights**. For a complete recitation of rights to which Resident is entitled, see Resident Rights attached. 9

19. **Entire Agreement**. The entire agreement between us includes this agreement, the General Conditions, the Supplemental Conditions for level of care available to you, a Financial Services Addendum, if applicable, and

all other addenda, schedules and exhibits attached to those documents, the written Application for Admission and the Pre-Admission Documents (defined in the General Conditions) (collectively the "Agreement"). These documents are also hereby incorporated by reference. There are no other understandings, oral or written, relating to this contract. Knowing that WH will rely on your statements made therein, you represent that all such statements are true and complete. A copy of the signed Agreement shall be given to Resident and a copy filed in the Resident's record. 9

20. **Notices**. Notices, when required by the terms of the Agreement, shall be sufficient if in writing and delivered in person or mailed by first class U.S. mail, certified, return receipt requested, to the address of the appropriate party given below or at such other address as each party may for itself designate for the purpose of receipt of such notice. 9

21. **Transferability**. Your rights and privileges under this Agreement are personal to you and cannot be transferred or assigned by your act, by any proceeding at law, or otherwise. WH may transfer this Agreement, and/or any of its rights or duties under this Agreement, to any entity which is an affiliated operator of WH and may enter into contracts with third parties to provide any services required by the Agreement..... 9

22. **Modification of Agreement**. No amendment or modification of this Agreement shall be valid unless in writing signed by both parties. 9

23. **Enforcement.** WH shall have the right at all times to enforce the provisions of the Agreement in strict accordance with their terms, notwithstanding any conduct or custom on its part in refraining from doing so at any time or times. 9

24. **Partial Invalidity**. The invalidity of any provision of this Agreement shall not impair or affect in any manner the validity or enforceability of the remainder of this Agreement, and, in the event such partial validity is determined, the remaining provisions of this Agreement shall continue in full force and effect. 9

25. **Joint Liability.** If two individuals are parties hereto, the word "Resident," "you" and "your" shall apply to them jointly and severally, where the context permits. 9

26. **Right to Rescind**. Resident shall have the right to rescind and terminate this Agreement, without penalty or forfeiture, within seven (7) days, pursuant to the Right to Rescind Addendum. 9

WESLEY EMBASSY IL, LLC

700 BOWER HILL ROAD
PITTSBURGH, PA 15243

THE EMBASSY

230 BEVERLY ROAD
PITTSBURGH, PA 15216
RESIDENCE AGREEMENT

INDEPENDENT LIVING

Wesley Embassy IL, LLC a Delaware non-profit limited liability company (WH), the operator of the independent living facilities located at 230 Beverly Road, Pittsburgh, Pennsylvania 15216 ("Facilities"),

and

_____
(and_____), hereinafter referred to as "Resident"

and/or

_____, the person responsible for paying the bills of Resident (hereinafter "Payer").

and/or

_____, Designated Person for Resident, hereinafter referred to as "Designated Person", who may be chosen by the Resident to be notified in the case of emergency, termination of service, home closure or other situations as indicated by the Resident or as required by the Pennsylvania Code. The Designated Person may be the Resident's legal representative or an advocate, and hereby agree to the following providing for the living arrangements of Resident.

The Facilities are operated by WH, which bears sole responsibility for the financial and legal obligations for the operation of the Facilities and for the promises and obligations under this Agreement.

WH was organized for the purpose of providing a protective and dignified living environment and supportive services aimed at the social, recreational, intellectual, physical and health needs of the elderly and chronically ill.

The Facilities are operated by WH, which bears sole responsibility for the financial and legal obligations for the operation of the Facilities and for the promises and obligations under this Agreement. WH operates town homes and an apartment building, and is licensed by the Pennsylvania Department of Insurance as a part of a continuing care retirement community.

WH maintains and operates the Facilities in accord with Title VI of the Civil Rights Act of 1964, and the Board of Directors hereby affirms and reaffirms its policy of offering services, including continuing care, to all persons without regard to race, color, creed, disability, ancestry, age, sex, sexual orientation or national origin. Reasonable accommodations and program accessibility to physically and mentally disabled residents are provided. This policy applies to all aspects of operation of the Facilities.

AGREEMENTS

As you have applied for entry to the apartment facilities of WH, and we have accepted your application subject to the signing of this Agreement, both of us agree as follows:

1. Admission. With the execution of this Agreement by both of us, you are guaranteed admission to the apartment's facilities of WH in accordance with the provisions of this Agreement.

2. Occupancy Date. The Occupancy Date for all purposes under this Agreement, including the **General Conditions** which are attached hereto and made a part hereof this Agreement, shall be _____, or the date on which you first personally occupy your Living Accommodation ("Unit"), whichever first occurs.

3. Services Provided. From and after the Occupancy Date until termination of this Agreement for any reason as provided herein below, WH will provide Resident with the Living Accommodation identified in the General Conditions and WH will:

a) At the recommendation of the Continuum of Care Team which assesses Resident's level of care and when directed by the attending physician or Medical Director, assist in the Resident's transfer to a different level of care within Asbury Heights if the Resident qualifies and space is available, or another facility, and notify the Designated Person/Payer of said transfer.

b) In the event that the Resident's mental or physical condition necessitates a change in care which Asbury Heights is unprepared to provide, assist in expeditious transfer of the Resident to a facility which can provide the needed care which includes other services and living accommodation.

c) Provide thirty (30) days prior written notice of transfer. Exceptions to the thirty (30) day requirement apply when the transfer is effected because of:

(i) Endangerment to the health or safety of self or others in the facility;

(ii) When a Resident's health has improved to allow a more immediate transfer or discharge;

(iii) When a Resident's urgent medical needs require more immediate transfer; and

(iv) When a Resident has not resided in the facility for thirty (30) days.

d) Provide thirty (30) days written notice to the Resident and/or Responsible Party of any adjustment in the scope of care or cost of WH services.

4. Living Accommodation. The Living Accommodation you will initially occupy is set forth in Section 6.1 below.

5. Obligations of Resident/Designated Person/Payer. From and after the Occupancy Date, Resident and/or Designated Person and/or Payer will:

a) Provide, within thirty (30) days of admission, medical history and a physical by Resident's attending physician on a form provided by WH.

b) Comply with the rules, regulations and policies formulated by WH and Asbury Heights for the operation of their facilities, and such amendments, modifications or changes of the same as may hereafter be established, including but not limited to, complying with the transfer policies within WH's continuum or transfer to another facility if WH is not able to meet the specific needs of the Resident.

c) Make available such information and execute such documents and instruments as WH in its sole discretion may determine are necessary and essential to carry out the terms of this Agreement.

d) Notify WH of any change(s) in Resident's insurance coverage, plan or carrier, and any change in Resident's healthcare providers. Resident will reimburse WH for all costs incurred by WH arising from the failure of Resident/Designated Person or Payer to notify WH of such changes, including but not limited to, costs incurred;

- because services were not pre-approved as required by the new coverage, plan or carrier;
- because application for payment under the new coverage, plan or carrier is not made in time to qualify;
- for services provided by a healthcare provider who/which is no longer covered under the new coverage, plan or carrier;
- in attempting to arrange for services to Resident which arrangements are wasted because the healthcare provider can no longer provide services to Resident due to the changes made to the coverage, plan or carrier.

e) Pay WH's applicable monthly rate, all of which shall be paid one month in advance, and in addition thereto, pay all other costs listed on the rendered monthly statement within twenty (20) days of its receipt. Upon termination of this Agreement for any reason, refunds due from the balance of any advance Monthly Fee payment will be calculated as of the day before the day of discharge and removal of Resident from the Facilities. (See Section 7.1 below.)

f) Forthwith remove the Resident from the Facilities upon the request of WH. In the event of failure to comply with such request, WH reserves the right to affect such transfer with costs for same and subsequent care of the Resident elsewhere to be paid by the Resident and/or Designated Person and/or payer.

g) Reimburse WH for any loss or damage suffered as a result of carelessness or negligence of the Resident, Resident's family, friends, guests, visitors or employees.

6. Fees.

6.1. Monthly Fees. From and after the Occupancy Date, on the first of each month in advance thereafter, you will pay us a Monthly Fee of $_____ for Unit _____. If Resident is two persons, the second person fee is an additional $_____ per month. If there is a second occupant added later, the Monthly Fee will be increased by the then current second person fee.

WH may adjust the Monthly Fees from time to time on the basis of our experience or to reflect changes in the cost of achieving our purposes. WH agrees that, in the exercise of its discretion, which shall be binding on the Resident and/or the Designated Person and/or Payer, WH will endeavor to maintain all such Monthly Fees at the lowest feasible figure which, in accordance with WH's policies and procedures, is consistent with sound financial operation and the maintenance of the quality of service WH has undertaken to provide. WH will provide thirty (30) days written notice to the Resident and/or Designated Person and/or Payer of any adjustment to fees.

In addition to the Monthly Fees, Resident and/or Designated Person and/or Payer shall also pay certain costs and charges, not covered by the Monthly Fees, including but not limited to the following:

a) Medications as ordered by the attending physician or Medical Director.

b) Special services, devices and supplies not included in the Monthly Fees. (See attached copy of current Ancillary Charge listing for schedule of costs.)

c) Any payment made on Resident's behalf by WH for which it was not obligated under this Agreement.

d) Electricity, telephone and internet.

7. Entrance Fees.

7.1. Resident will pay $_____ as the entrance fee for the selected unit. The amount of $_____, which was paid to hold the unit is being deducted from the entrance fee for the unit., leaving a balance of $_____ due for the entrance fee. Upon the signing of this agreement, Resident will pay $_____ (one-half of the Entrance Fee due) with the balance of $_____ due no later than ninety (90) days after the signing of this agreement. The entire Entrance Fee must be paid prior to occupancy of the unit and Resident must begin to pay the Monthly Fees. In all cases, the entire Entrance Fee must be paid prior to occupancy. (Strike this subparagraph if it does not apply.)

7.1.1. Entrance Fees may be nonrefundable or may be refundable in part depending upon the reasons and circumstances of the termination of the agreement, and Resident's choice of Entrance Fee Plan, as more fully described in Section 9 below.

7.1.2. Each time a resident moves into a unit, whether on initial admission to the facilities of an affiliate of WH (Wesley Hills Carriage Homes, Asbury Heights, Asbury Health Center, Asbury Villas, and Asbury Place) or moves from one affiliate to another, or even moves from one unit to another in the same facility, if an Entrance Fee is required for that new unit, Resident must pay the Entrance Fee.

7.1.3. When moving from one unit to another, **the prior Entrance Fee paid, if any, may not be used as credit toward the Entrance Fee of the new living unit**. Resident must pay the Entrance Fee for the new unit prior to occupancy and will be reimbursed for any refundable portion of the prior Entrance Fee as provided in Section 9.2 below.

7.1.4. Not all Entrance Fee Plans apply or are available at each affiliate of WH.

8. Refunds on Monthly Fees. Refunds, if any that may be due to a Resident upon discharge or death will be paid as follows:

a) The refund shall equal Monthly Fees that have been paid in advance less any outstanding additional costs (as described in Section 6.1 and Section 16 below) and further reduced by the number of days the Living Accommodation was occupied (or held for) resident times the daily rate for the Living Accommodation.

b) The number of days the Living Accommodation was occupied or held for Resident in a month begins the first day of the month (or the day of admission) and continues to and includes the day before the date of discharge.

c) The refund will be issued within thirty (30) days of discharge from the Living Accommodation.

d) See also Sections 11 and 12 below and Section 6 of the General Conditions.

9. Refunds of Entrance Fees. If Resident has paid a refundable Entrance Fee and a termination occurs:

9.1. Prior to Occupancy. In the event of voluntary termination of this Agreement prior to occupancy (excluding death), a refund of Entrance Fee, if any, already paid by or on behalf of Resident for this unit, shall be made, less an administrative processing fee of two percent (2%) of the full Entrance Fee, within sixty (60) days after WH receives written notification of termination. In the event of death or upon physician's medical advice that The Embassy is not appropriate for the Resident, the refund will not be reduced by the 2% administrative fee and the full refund will be made within thirty (30) days after WH receives written notification of death or after receipt of physician's notification.

9.2. After Occupancy. In the event of termination of this Agreement (including by death) at any other time after occupancy, the refundable portion of the Entrance Fee paid, if any, will be refunded, less any unpaid amounts owed by, or on behalf or, Resident to The Embassy, Wesley Hills, Asbury Heights or any other affiliate of WH, upon occupancy of your former quarters by others.

9.3. Multiple Residents. If Resident is more than one person and a termination occurs through death (of one) or otherwise;

a) In the event survivor continues residency, there shall be no refund of Entrance Fee payable to the terminating resident or terminating resident's estate. The survivor may retain the Living Accommodations with no addition or reduction in Entrance Fee, at the prevailing Monthly Fee and continue to be a Resident under the terms of this Agreement.

b) In the event of later termination of this Agreement by the surviving Resident, or in the event of death of survivor while a Resident, the refundable portion of the Entrance Fee shall all be paid to the survivor or the survivor's estate, as applicable, in accordance with Section 8.2 above.

c) If Resident is more than one person and all terminate the agreement simultaneously, the refund, as calculated in Section 8.2 above, shall be distributed equally between the terminating Residents and/or their respective estates.

WE ACKNOWLEDGE RECEIVING AN EXPLANATION OF THE TERMS OF THIS SECTION 9.3.

_____
RESIDENT

_____
RESIDENT

9.4. Any refund to Resident pursuant to this Section 9 will be due and payable when the Living Accommodations are reoccupied, but not later than one year after the Living Accommodations have been vacated.

9.5. Charges for care paid for in one lump sum shall not be increased or changed during the duration of the agreed upon care, except for changes required by State or Federal assistance programs. 40 P.S. Section 3214(a)(11).

9.6. No act, agreement or statement of any resident, or of an individual purchasing care of a resident, shall constitute a valid waiver of any provision of the Continuing-Care Provider Registration and Disclosure Act. 40 P.s. 3214(e).

10. Average Cost. The average annual cost per resident for WH providing services under this Agreement is estimated to be $_____ for the year that ended _____, 20_____. This information is being supplied to you in compliance with regulations of the Pennsylvania Department of Insurance. Your monthly cost is outlined in Section 6.1 of this Agreement.

11. Termination or Death Prior to the Occupancy Date. You may terminate this Agreement at any time prior to the Occupancy Date by written notice of termination to us. This Agreement will also be terminated by written notice to us that you have died prior to the Occupancy Date.

12. Termination or Death after the Occupancy Date. You may terminate this Agreement at any time after the Occupancy Date upon seven (7) days advance written notice to us and upon certain conditions. You may be entitled to certain refunds in the event of termination or death after the Occupancy Date. Such rights and refunds are described in Section 6.1 of the General Conditions. You will have fourteen (14) days to remove all personal property after such termination notice. During this period of time, as well as any additional time needed to remove said items, you will be charged the daily rates less any appropriate credits. If your personal property has not been removed at the end of fourteen (14) days, you will be contacted regarding the use of a moving/storage company. If you are unable or unwilling to coordinate the move, WH has the right to coordinate with a moving/storage company to have your personal property packed, moved and stored off-site. The moving/storage company will bill you accordingly for such services. You will be billed directly by the storage company for the continuing cost of such storage for as long as your property is stored at that location. If you are entitled to a refund of some or all of your Entrance Fee, such refund will be made upon occupancy of your former Living Accommodations by others.

13. Termination by WH. WH may terminate this Agreement upon thirty (30) days written notice.

a) for failure to pay fees and costs as required;

b) for breach of this Agreement by Resident or the Designated Person or Payer, which breach is not cured within thirty (30) days of receipt of such notice; or

c) as provided elsewhere in this Agreement, including specifically Section 6.5 of the General Conditions.

14. Loss of Property. WH assumes no responsibility for the loss of any personal property or possessions of Resident due to theft, fire, or any other loss. Personal property includes, but is not limited to, dentures, eyeglasses, hearing aids, jewelry, small appliances, furniture, automobiles and other valuables.

15. Home Rules. In addition to other rules, policies and procedures contained in this Agreement or that WH may set forth from time to time, the following rules shall apply:

a) To protect the health and well-being of its residents, visitors, volunteers, employees and others, all facilities are Clean Air/Smoke and Tobacco-Free campuses. Smoking and the use of tobacco is prohibited inside any buildings including garages and passageways, as well as outside on any open grounds and lots, or on any part of the Asbury Heights campus or The Embassy.

b) Curfew - no restrictions.

c) Visiting hours - no restrictions.

d) Visitors must not upset, disrupt or cause a disturbance with a resident, the staff or the other residents. All visitors must conduct themselves properly and treat the staff and other residents with respect. Visitors who violate this rule will be ordered off of the property and future visitation may be restricted or denied.

e) Overnight - if a Resident will not be returning to The Embassy for the evening, the Concierge should be notified, either directly or through the Security.

16. Bed Hold Policy. Resident will continue to pay current monthly rate to maintain residency during hospitalization or other extended absence from Facility.

17. Medical Exclusions. WH does not provide all medical services that might be required by a Resident. The medical services and costs for which WH assumes no responsibility are listed in the General Conditions.

18. Resident Rights. For a complete recitation of rights to which Resident is entitled, see Resident Rights attached.

19. Entire Agreement. The entire agreement between us includes this agreement, the General Conditions, the Supplemental Conditions for level of care available to you, a Financial Services Addendum, if applicable, and all other addenda, schedules and exhibits attached to those documents, the written Application for Admission and the Pre-Admission Documents (defined in the General Conditions) (collectively the "Agreement"). These documents are also hereby incorporated by reference. There are no other understandings, oral or written, relating to this contract. Knowing that WH will rely on your statements made therein, you represent that all such statements are true and complete. A copy of the signed Agreement shall be given to Resident and a copy filed in the Resident's record.

20. Notices. Notices, when required by the terms of the Agreement, shall be sufficient if in writing and delivered in person or mailed by first class U.S. mail, certified, return receipt requested, to the address of the appropriate party given below or at such other address as each party may for itself designate for the purpose of receipt of such notice.

21. Transferability. Your rights and privileges under this Agreement are personal to you and cannot be transferred or assigned by your act, by any proceeding at law, or otherwise. WH may transfer this Agreement, and/or any of its rights or duties under this Agreement, to any entity which is an affiliated operator of WH and may enter into contracts with third parties to provide any services required by the Agreement.

22. Modification of Agreement. No amendment or modification of this Agreement shall be valid unless in writing signed by both parties.

23. Enforcement. WH shall have the right at all times to enforce the provisions of the Agreement in strict accordance with their terms, notwithstanding any conduct or custom on its part in refraining from doing so at any time or times.

24. Partial Invalidity. The invalidity of any provision of this Agreement shall not impair or affect in any manner the validity or enforceability of the remainder of this Agreement, and, in the event such partial validity is determined, the remaining provisions of this Agreement shall continue in full force and effect.

25. Joint Liability. If two individuals are parties hereto, the word "Resident," "you" and "your" shall apply to them jointly and severally, where the context permits.

26. Right to Rescind. Resident shall have the right to rescind and terminate this Agreement, without penalty or forfeiture, within seven (7) days, pursuant to the Right to Rescind Addendum.

Intending to be legally bound hereby, the parties hereto have set their hands and seals the day and year indicated below.

RESIDENT

Witness: _____ _____
Resident Signature Date

Witness: _____ _____
Resident Signature Date

Address of Resident(s):
_____
_____

Resident's Designated Person

_____
Printed Name_____
Address_____
_____
_____

Resident's Payer (if designated)

_____
Printed Name_____
Address_____
_____
_____

THE EMBASSY

Witness:_____ By:_____
Authorized Signature Date

Attachment

ENTRANCE FEE ADDENDUM

Resident and representative of WH will discuss and agree on an Entrance Fee Plan, indicate the choice by checking the appropriate line and then signing in the space provided below. Not all Entrance Fee Options may be available on all units. The refundable portion of the Entrance Fee to be paid, if any, may be further reduced by amounts owed to WH (or any of its affiliates), administrative and other fees as described in the Resident Agreement. Specific terms and conditions of entrance fees are more fully outlined in Sections 6 and 7 of the Agreement.

The amount of the Entrance Fee for Unit _____ is $_____. A deposit in the amount of $_____ was paid on _____, 20_____. This amount is being deducted from the total Entrance Fee, leaving a balance due in the amount of $_____.

Please sign your initials beside the chosen Entrance Fee Option and sign below:

___ **Nonrefundable Option**

Resident elects to pay an Entrance Fee that will not be refunded on termination for any reason, and is non-transferrable to another unit.

___ **Fifty Percent (50%) Refundable Option**

Fifty percent (50%) of the Entrance Fee paid will be refunded upon re-occupancy of the unit to Resident (or their designee if document was executed prior to termination). Upon death, refund will be due to the Resident's estate. Refund will be made when unit is re-occupied, but no more than 365 days following vacancy of the unit.

___ **Ninety Percent (90%) Refundable Option**

Ninety percent (90%) of the Entrance Fee paid will be refunded to the resident (or their designee if document was executive prior to termination). Upon death, refund will be due to Resident's Estate. Refund will be made when the unit is re-occupied, but no longer than 365 days following termination.

Resident, Payer or Designated Person	Representative of Wesley Embassy IL, LLC
_____	_____
_____ (Date)	_____ (Date)

NOTICE OF RIGHT TO RESCIND ADDENDUM

Recission Period Begins: _____

You may rescind and terminate your resident's agreement, without penalty or forfeiture, within 7 days of the above date. You are not required to move into the continuing care facility before the expiration of this 7-day period. No other agreement or statement you sign shall constitute a waiver of your right to rescind your agreement within the seven (7) day period.

To rescind your resident's agreement, mail or deliver a signed and dated copy of this notice, or any other dated written notice, letter or telegram, stating your desire to rescind to Seneca Place, 5360 Saltsburg Road, Verona, Pennsylvania 15147 not later than midnight of _____ (last day of recission period).

Pursuant to this notice, I hereby cancel my resident's agreement.

_____
Name

_____
Date

_____
Prospective Resident's Signature

Note: This addendum is only for use at the Asbury and Wesley (Carriage Home and Embassy) CCRCs

Updated 1/20/2024

Attachment to Residence Agreement GENERAL CONDITIONS

1. ADMISSION.

1.1 **Application for Admission**. You have applied for admission to Asbury Health Center, Asbury Place, Asbury Villas, The Embassy or Wesley Hills (hereinafter individually or collectively the "Community") by filing a written Application for Admission dated _____, 20____, together with the Admission Application for Nursing Facilities or Personal Care, Nursing Assessment and Medical History (adapted MA51) or PA DHS DME. The Application shall consist of all of the above-named documents ("Pre-Admission Documents"). The Financial Statement included in the Admission Application shows the values of all properties, funds and incomes upon which you will draw to pay your bills for the Community. Based on the representations made in these Pre-Admission Documents and the Residence Agreement of which these General Conditions are made a part (the "Agreement"), the Board of Directors has approved your Application for Admission and agrees to offer you admission to the facility.

1.2 **Admission**. By signing the Residence Agreement, of which these General Conditions are a part, you accept the offer of admission from the Community and agree to abide by its terms.

1.3 **Recission**. You may rescind the Residence Agreement, without penalty or forfeiture, within seven (7) days of either executing the Residence Agreement or making a deposit, whichever is earlier. To rescind your Residence Agreement, mail or deliver a signed and dated copy of the attached **Notice of Right to Rescind**, or any other dated written notice, letter, telegram or FAX, stating your desire to rescind, to Wesley Hills, The Embassy, Asbury Place, Asbury Villas or Asbury Health Center, 700 Bower Hill Road, Pittsburgh, Pennsylvania 15243 (412) 571-5111 (fax) **not later than midnight of** _____.

2. LEVEL OF CARE.

2.1 **Classification**. The Community has three (3) classifications of care available to you:

(a) Nursing Care

(b) Personal Care

(c) Independent

Your classification and level of care upon admission shall be set forth in the Residence Agreement. You may be eligible to move through the "continuum of care" provided by the Community to another level of care.

2.2 **Types of Living Accommodations**. You will be given a Living Accommodation based on the level of care you need.

2.3 **Changes in Your Health Status**. The classification of your level of care shall be left solely to the discretion of the Community Medical Director, based on certain criteria, established by the Community Medical Director and the Care Continuum Team **(see attached Continuum Admission/Discharge Criteria)**. If you are a nursing or personal care resident, a medical evaluation will be performed annually or upon the occurrence of a significant change in your health by your attending physician or the Community Medical Director to identify your current status. This information will be added to your record. At any time, the Community Medical Director or your own physician, acting for your benefit, may determine that a change (increase or decrease) in level of care is necessary. In the event the Community Medical Director or your personal physician or a regulatory agency or court of law determines that changes in your health status would reasonably jeopardize the safety, peace and welfare of self or other persons residing at the Community, we may request you or your representative to make all necessary arrangements for your discharge or transfer to another appropriate facility outside of the Community.

If, due to a change in your health status, the designation of your level of care is changed by your attending physician or the Community Medical Director, you must move to a Living Accommodation that can provide such level of care. In the event of a disagreement between your personal or attending physician and the Community Medical Director as to the designation of your required level of care, the decision of the Community Medical Director shall prevail.

3. FACILITIES PROVIDED BY COMMUNITY.

3.1 **Living Accommodation**. You have the right to occupy and use the unit designated in your Residence Agreement, subject to the terms of said agreement and as herein provided. All nursing care and personal care Living Accommodations are furnished private or semi-private rooms. For the Independent Living Accommodations, we will furnish wall-to-wall carpeting, sheers or blinds, and (except in those Independent Living Accommodations not having kitchens) stoves, refrigerators, dishwashers and disposals. All other furniture and furnishings shall be provided by you, subject to the supervision and approval of the administrator (or designee) of the Community, at your sole expense.

3.1.1 **Safety of Living Accommodation**. Safe and clean passage in and out of your Living Accommodation must be maintained at all times. You will be responsible for the placement within, and removal of, furnishings in your Living Accommodation. Furnishings creating a hazard must be removed from the Living Accommodation within fourteen (14) days of notice to you of the existing hazard. We reserve the right to remove and dispose of obstructing safety

hazards after that time at a reasonable cost to you. We will not be responsible for the loss of any property belonging to you due to theft, fire or any other causes unless such loss is caused by the gross negligence or willful misconduct of employees of the Community. You shall have the responsibility, at your own expense, of obtaining any insurance desired to protect against such loss.

3.1.2 **Clean Air/Smoke and Tobacco Free Campus**. To protect the health and well-being of its residents, visitors, volunteers, employees and others, all facilities are Clean Air/Smoke and Tobacco-Free campuses. Smoking and the use of tobacco is prohibited inside any buildings including garages and passageways, as well as outside on any open grounds and lots, or on any part of the Asbury Heights campus.

3.1.3 **Modifications to a Living Accommodation**. Modifications to any Living Accommodation, other than those undertaken by us, will require the approval of the Executive Director or their designee and, if so approved, will be at your expense and will thereafter become our property. Approval of such modifications may be conditioned upon your payment to us of a sum sufficient to later restore the Living Accommodation to its original condition. The firm or individual retained to make such changes, and the plans for the changes, are subject to the approval of the Executive Director or his/her designee. THE COST OF ANY SUCH CHANGES WILL NOT BE CONSIDERED IN COMPUTING REFUND OF ANY ENTRANCE FEE OR MONTHLY FEES TO YOU.

3.2 **Common Facilities**. Each separate living community has common areas, outside of your room/unit or apartment. You may use thee common area of your community with other residents, the dining rooms, lobbies, library, social and recreational facilities (indoor and outdoor). Common areas outside of your designated areas are available when campus-wide events are held, or for other reasons. You may be restricted from using any common facilities when such use is medically contra-indicated based upon the opinion of your attending physician or the Community's Medical Director.

3.3 **Storage**. Storage outside of the unit is not available to residents.

3.4 **Parking**. We will provide and maintain open parking areas.

4. GENERAL SERVICES PROVIDED BY US.

4.1 **Food and Meals**.

4.1.1 **Meals Offered**. We offer meals with a choice of standard menus, nutritionally well balanced, properly cooked and served.

4.1.2 **Tray Service**.

(a) If requested, seven (7) days of free tray service will be provided to residents of the Independent Living Accommodations each contract year on a non- cumulative basis. You may request additional tray

service for an additional charge per meal.

(b) Tray service is available to residents of personal care units at no additional charge when the resident is unable to come to the dining room due to illness.

(c) Tray service is available to residents of the nursing units at no additional charge.

4.1.3 **Meal Plans**. Meal plans may be either for one, two or three meals per day and vary by classification of care, living accommodations and, in some cases where eligible, by election of Resident. Changes in meal plans must be made in advance. All residents, except Carriage Home residents, will have at least one meal per day included in their normal daily rate. Residents whose normal daily rate includes fewer than three meals per day may use their included meals in any combination on any days of that month so long as the total number of meals taken in the month do not exceed the total meals that resident is entitled to in that month. All included meals must be used during the calendar month for which they are intended. Unused included meals do not carry over from one calendar month to the next. Included meals have no monetary value. Residents of Carriage Homes do not receive meals except by special arrangement. If you are a nursing facility resident or a personal care resident, your three (3) meals per day are included in the daily rate and meals are to be taken within your community, unless addressed on an individual basis.

4.1.4 **Meal Credits and Charges**. Amounts credited to you and charges for extra meals and guest meals, will be computed according to the then current established rates. We reserve the right to change these rates from time to time. We will notify you in writing of changes in rates no less than thirty (30) days in advance of their effective date.

4.2 **Laundry Facilities and Laundry Service**. For residents of a Personal Care or Independent Living Accommodations, or nursing center residents who are not covered by Medicare or Medical Assistance, we will provide laundering of flat linen as scheduled by us. You are solely responsible for the cleaning of other items. Personal Care Living Accommodations and Independent Living Accommodations have access to washers and dryers for personal laundry without charge. We can launder personal items at the current established rates. For residents of Nursing Living Accommodations whose stays are being covered by either Medicare or Medical Assistance, the cost of basic personal laundry services (does not include dry cleaning, mending, ironing, washing by hand or other specialty services) is not charged separately to the resident, but is deemed to be included in the payment received from Medicare and/or Medical Assistance

4.3 **Housing Services.**

4.3.1 If you reside in a Personal Care or Independent Living Accommodation, you will maintain the Living Accommodation in a clean, sanitary, and orderly condition and will perform or furnish all usual light housekeeping

tasks in connection therewith. For Independent Living Accommodations, we agree to perform once every two weeks the following tasks: cleaning of bathroom, kitchen, floors and inside window sills, vacuuming, light dusting and emptying trash containers. More intense housekeeping tasks, such as carpet cleaning may be performed by us from time to time. We clean Personal Care residents' rooms once per week. If you do not maintain your Personal Care or Independent Living Accommodation in a proper manner, we have the right, after notice to you, to maintain the Living Accommodation and to charge the cost of such maintenance to you. Requests for housekeeping services not mentioned above must be made through, and approved by, the Supervisor of Housekeeping Service, or the Services Manager at The Embassy, for an additional fee.

4.3.2 If you reside in a Nursing Living Accommodation, we will do all housekeeping of your Living Accommodation to keep it in a clean, safe and orderly condition.

4.4 **Maintenance and Repair Service**. We will perform and provide repairs, maintenance and replacement of property and equipment we own. Repairs, maintenance, and replacement of your personal property will be your responsibility. Any costs for these services are your responsibility. Redecoration of your Living Accommodation, in addition to other than that scheduled by us, will require the approval of the Facilities Maintenance Manager, or the Executive Director and will be at your expense. Repainting and/or replacement of carpet is done according to a schedule maintained by the Facilities Maintenance Manager. Pictures, mirrors and wall hangings, must be hung for you by maintenance. If you change or replace any of the property or equipment we provide in the Living Accommodation, it becomes ours, unless we agree otherwise in writing. All requests for maintenance must be made by dialing Asbury's internal maintenance line (ext. 5000), or contacting the Concierge at The Embassy.

4.5 **Grounds**. We will furnish basic grounds keeping care, including lawn service and snow removal. If you reside in a Carriage Home, you may elect to plant and then maintain a specific area adjacent to your Living Accommodation, subject to our prior approval.

4.6 **Utilities**. We will furnish basic cable, water, electricity, heat and air conditioning, sewage disposal and garbage and trash removal from collection points (The Embassy residents are responsible for electricity/heating/air conditioning). Arrangements for, and the cost of, installation, operation and maintenance of private telephone service is your responsibility.

4.7 **Security**. We will provide such security as we deem appropriate to make the Community safe and secure. You are responsible to adhere to security policies and procedures.

4.8 **Social, Recreational and Spiritual Activities**. We will provide a program of activities, library facilities, social services and other services designed to reasonably meet your social and recreational needs. We also offer a range of religious programs under the direction of our chaplain.

4.9 **Medical Services** We will provide general health supervision to the extent you inform the Community Medical Director and the nursing supervisor of your health status and changes in such status. We agree to assist you in seeking appropriate medical attention, nursing services, or other care within the Community or outside of the Community, as indicated. If you require another different level of care and appropriate space is available, you will have priority in assignment of such space.

4.10 **Medical and Surgical Insurance.**

4.10.1 **Your Obligation to Carry Insurance**. If qualified, you agree to enroll in and maintain the following medical and surgical insurance: (1) that provided by the Federal Social Security Amendments of 1965 (commonly referred to as "Medicare A and B") or equivalent whether now or in the future; and (2) a Medigap Plan and a prescription drug plan that complement Medicare in the following way:

(a) pays the in-patient hospital deductible and hospital co-pays in full;

(b) pays the co-insurance for skilled nursing facility;

(c) pays the co-insurance for all part B Medicare approved amounts, offers Medicare Part D qualified prescription coverage.

If you choose to maintain an insurance plan that does not meet the above requirements (including an employer provided plan), you agree to pay the difference between the required benefit and benefit actually paid by your insurance. You are also financially responsible for any future changes in insurance benefits which result in a difference between required benefits and benefits actually paid by your insurance.

Furthermore, should you fail to arrange for medical insurance coverage, you authorize us to make application on your behalf for any insurance required by this Agreement and to pay on your behalf premiums in connection with such insurance and to charge such cost to you. If you are unable or unwilling to qualify for such insurance, we may require you to pay a higher Monthly Fee than that charged residents who do so qualify. In any case, you are responsible for the payment of the full cost of medical and nursing services you receive.

4.10.2 **Our Option to Insure for Health Care Costs**. We may, at our option, obtain insurance to cover our obligation to pay for the costs of health care that we are obligated to provide to you under this Agreement.

4.10.3 **Our Rights to Insurance Benefits**. We have a right to the benefits payable under the insurance you are required to carry by this Agreement, except such as may be reimbursement for medical or surgical bills paid by you rather than by us. We also have the right to prescription drug benefits, where they exist, to the extent prescription drugs were provided by us. You hereby authorize us to make any and all claims for insurance benefits to which we are entitled under this Agreement and agree to execute any and all documents necessary to enable us to collect or enforce such claims. If for any reason we cannot directly apply for benefits payable under insurance required by

this Agreement, you agree to make such application and to pay to us the proceeds received.

4.10.4 **Our Rights in Case of Injury Caused by Third Party**. In case of accident or injury to you caused by third parties which results in our incurring costs for medical care provided to you, you hereby grant a power of attorney to us, which power shall not be affected by your disability, at our election to make any claims or initiate legal action, if necessary, against the person who has caused injury to you for compensation for the injury or expenses thereby caused. You agree to execute such further authorizations as shall be desirable to prosecute such claims or causes of action. In such event and at our election, we may sue on and enforce any cause of action for you, in your name, or in our own name, for injury or damages so resulting.

After we have been reimbursed for all costs, expenses, and damages incurred by us (including reasonable costs of care we furnish to you because of such accident or injury), the balance of any amount recovered will be paid to you or credited to your account, or, in the event of your death, will be paid to your estate, or the persons entitled thereto. We may limit our election as provided above to claims for recovery of the costs and expenses incurred by us, and in such event, we shall not be obligated to assert any claim of yours arising out of such accident or injury beyond the expenses incurred by us.

4.10.5 **Cost of Medical Services**. If you use in-house or outside services which are not covered for your level of care, you shall be billed for these services. Such services may include, but are not limited to: optician, dentist, occupational therapy, speech therapy, physical therapy, orthopedist, podiatrist, X-rays, laboratory, ophthalmologist, psychologist, any physician, certain medical supplies and medications. You will be responsible for the cost of these medical services and supplies not covered by the Agreement and will be charged separately. A list of the medical services that are available and the Community's current rates for medical services and supplies are available upon request. We make no representations regarding what you may be charged for medical services and supplies provided to you by others.

4.10.6 **Private Duty Caregiver**. We may permit, or if circumstances dictate, require you to employ Private Duty Caregivers provided that you and the Private Duty Caregiver comply in all respects with the Private Duty Caregiver Policy, as amended from time to time, by the Board of the Community. Non compliance with the terms and conditions of the Private Duty Caregiver Policy may be grounds for discharge from the facility. Under no circumstances shall we be responsible for the costs of such care. A copy of this policy is available from the Administrator or Social Worker in your area.

5. FEES.

5.1 **Fees.** You shall pay the Entrance Fees (not all entrance fee options are available on every unit), if any, and Monthly Fees appropriate for your classification of

care and living accommodation in **the attached Residence Agreement**. The current **Entrance Fees and Monthly Fees are set forth in the Attachment to the Residence Agreement entitled Entrance Fee Addendum**. In addition, you shall pay all costs for any additional services and supplies you required, or costs we paid on your behalf, in the preceding month. You may also be eligible for Asbury's Benevolent Care Programs. **See attachment "Asbury Benevolent Care Programs**."

5.2 **Billing.** Monthly fees are billed currently. Additional costs are billed monthly as incurred or invoiced. Bills are payable within twenty (20) days of receipt, by hand delivery, to the Security Office at Asbury Heights or the Concierge Office at The Embassy, or by mail to the Community. A Finance Charge of 1 1/2% per month (18% annual rate) shall be assessed on all balances over thirty (30) days.

5.3 **Changes in Fees or Scope of Services**. We shall have full authority to increase or decrease any fee and make changes in the scope of services, upon thirty (30) days written notice to you (except for changes required with less than thirty (30) days notice pursuant to State or Federal requirements).

5.4 **Changes in Care and Fees**. At such times as it is necessary for you to change the level of care you are currently receiving, we shall have full authority to increase or decrease the Monthly Fees to you to the then-prevailing Monthly Fees for the appropriate level of care.

5.5 **Services for Which You Must Pay**. You shall be responsible for all costs incurred for daily living, personal health and nursing care, medical care and all other services not provided by us as described below for your Level of Care. Such services for which you shall be responsible include, but are not limited to, the following examples:

(a) Medical, dental, ophthalmologist, podiatric, chiropractic, physical, occupational and speech rehabilitation, and all other services which may be provided by licensed individuals and practitioners in Pennsylvania.

(b) Any personal health care, medical or nursing care, medications and pharmaceuticals, treatments, devices, appliances or any other cost for medical care or treatment required while Resident is away from the Facilities.

(c) Dentures and inlays, eyeglasses, hearing aids, prosthetic and orthopedic devices and other appliances.

(d) Medications and pharmaceutical, personal clothing, toiletries, hair care and other personal necessities and incidentals.

5.6 **Prepaid Care.** Charges for care paid in one lump sum shall not be increased or changed during the duration of the agreed upon care, except for changes required by State or Federal assistance programs.

6. TRANSFERS.

6.1 **Permanent Transfer to a Higher Level of Care.** We may declare your Living Accommodation vacant if you have been transferred to a higher level of care for health conditions which require a permanent move to such higher level of care. In such cases, you shall make arrangements to remove your personal belongings from the original Living Accommodation as soon as possible after it has been determined that the transfer will be of a permanent or prolonged nature. You will continue to pay the appropriate fee for the original Living Accommodation until such belongings are removed, in accordance with the **attached Move Out Guidelines.**

6.2 **Transfer Made by One or Both of Two Residents Sharing a Living Accommodation.** If one of two residents occupying a Living Accommodation has been permanently transferred to another level of care or to another facility, the Monthly Fee may change since the second person fee, if being paid, will be eliminated.

6.3 **Transfer of Unknown Duration**. If you are transferred to another level of care, a hospital, or another facility for an unknown length of time, we will hold your Living Accommodation vacant and available to you unless and until you, your Payer or your Designated Person direct otherwise by notifying Social Services, Administration or the Sales Manager. You will continue to pay your Monthly Fees and all other charges provided under this Agreement until you, your personal representative or Responsible Person permanently release the Living Accommodation, according to the **attached Move Out Guidelines**.

6.4 **Transfer from Single to Joint Occupancy**. If two residents occupying separate Living Accommodations request a transfer into one of the two Living Accommodations, the Monthly Fee will be the two-person rate for the new Living Accommodation occupied. Any additional Entrance Fee that is due as a result of such transfer shall be payable immediately upon occupancy. The refundable portion, if any, of the Entrance Fee for the released Living Accommodation will be refunded when the unit is reoccupied, or within 365 days from the date the unit has been relinquished.

6.5 **Transfer or Discharge from Community**. We may transfer or discharge you from the Community if:

6.5.1 The transfer or discharge is necessary to meet your medical needs, the Community cannot provide the necessary services, and your Physician or the Community Medical Director documents in your clinical record the necessity for the transfer or discharge; or

6.5.2 The transfer or discharge is appropriate due to improvement in your health and this is documented in your clinical record by your Physician or the Community Medical Director; or

6.5.3 The safety of self or other individuals in the Community is endangered and the basis for transfer or discharge is documented in your clinical record by your Physician or the Community Medical Director; or

6.5.4 You have failed to pay for your stay at the Community and have received notice of such failure; or

6.5.5 Wesley Hills, Asbury Villas, Asbury Place, The Embassy or Asbury Health Center ceases to operate; or

6.5.6 You repeatedly disrupt the harmony of the community due to your failure, or the failure of your family, friends or visitors, to respect the rights and property of other residents or to observe the rules and regulations of Wesley Hills, Asbury Place, Asbury Villas, The Embassy or Asbury Health Center.

6.6 **Notice of Transfer or Discharge.** In a non-emergency situation, we shall notify you, and, if known, your Designated Person, at least 30 days in advance (or such additional amount of notice as may be required under appropriate Federal or State law, rules or regulations) of the forthcoming transfer or discharge, from the facilities. The notice shall include: the reason for transfer or discharge; the effective date of transfer or discharge; the location, if known, to which you are to be transferred or discharged; a statement including information about any right you may have to appeal the transfer or discharge and the process and information required.

6.6.1 Notwithstanding Paragraph 6.6 above, notice need only be given as far in advance of transfer or discharge as practicable if:

(a) The health or safety of individuals at the Community would otherwise be endangered;

(b) Your health improves to permit a more immediate transfer or discharge;

(c) Your urgent medical needs so require; or

(d) You have not resided at the Community for thirty (30) days preceding the effective date of transfer or discharge.

6.7 **Payment During Appeal of Discharge or Transfer.** If you choose to appeal a transfer and/or discharge from the Community, you hereby agree to continue to pay for your ongoing care during the pendency of the appeal, up to and including the day of transfer or discharge, in the event the appeal is lost. If your appeal is successful, you shall pay for your ongoing care during the pendency of the appeal and shall continue to pay for your care after the favorable decision. Appeals may be made to the appropriate regulatory body or agency as listed on the “Resident Rights” document provided to you in your Pre-Admission materials.

7. LEGAL MATTERS.

7.1 **7.1 Will and Other Arrangements**. It is recommended that you have a will and advise the Community as to the location of this will and the name and address of your lawyer and your Executor. Such will should make provisions for the final disposition of your possessions located at the Community. You should provide information to the Community regarding your funeral and burial arrangements. The

Community shall not be responsible for the cost of your funeral or burial arrangements. You should also provide us with: the name and address of the funeral director with whom you have made arrangements; the names and addresses of any banks, trust officers, etc.; information necessary to complete a death certificate; and whom to notify in case of death, including the person to whom your personal property is to be released.

7.2 **Arrangements for Guardianship**. If you have made no other designation of a person or legal entity to serve as guardian, trustee, or agent under a durable power of attorney, and a guardian of your person and/or estate is necessary, then you hereby authorize us to nominate a person or entity to serve as your legal guardian when approved by a court as provided by law. All legal fees and court costs of seeking such guardianship are to be paid by you. Neither the Community nor any of its employees or agents may act as your guardian.

7.3 **Limitations on Gifts**. You shall make no gift(s) that would impair your ability to satisfy your financial obligations to us or would jeopardize your ability to qualify for Medicaid. Violations of this condition shall be considered a breach of the Agreement between you and us subjecting you to possible termination of the Agreement and your discharge from the Community.

Residents are prohibited from giving staff gifts other than those of nominal value. Additionally, Residents may not accept gifts from any employee or contracted service employee which has more than a nominal value. Asbury Foundation accepts gifts from Residents in honor of employees, which will be used for the restricted purpose of staff recognition.

8. RIGHTS AND OBLIGATIONS CONCERNING PROPERTY.

8.1 **Rights to Property**. The rights and privileges granted to you by this Agreement do not include any right, title or interest in any part of the personal property, land, buildings and improvements owned, leased, or administered by us. Nothing contained in this Agreement shall be construed to create the relationship of landlord and tenant between us. Your rights are primarily for services, with a right of occupancy subject to all terms and conditions of this Agreement. We reserve the right to temporarily or permanently relocate you to a different unit to facilitate maintenance, renovation or new construction. Any rights, privileges, or benefits under this Agreement shall be subordinate to any mortgage on any of the Community real property and to such reasonable Rules and Regulations on the use of the Community real property as shall from time to time be imposed by us.

8.2 **Right of Entry**. You recognize and accept our right and responsibility to enter your living accommodation in order to carry out the purpose and intent of this Agreement. The purposes for which such entry may be made include but are not limited to (a) performance of scheduled housekeeping duties, (b) response to the medical alert system, (c) response to the fire alarm system, (d) if you are reported missing or as having not responded to a call, and (e) maintenance. We recognize your right to privacy and our responsibility to limit entry to the living accommodation to emergencies and to maintenance and housekeeping work as set forth in this paragraph.

8.3 **Responsibility for Damages.** Any loss or damage to our property caused by your negligence shall be charged to and paid for by you. Similarly, if any negligence of another resident, their guests, family, etc., results in injury, illness, or damage to you, we assume no responsibility therefore, and you hereby release and discharge us from all liability or responsibility for injury or damage to you or to your property caused by the fault or negligence of such others.

8.4 **Responsibility of Protection of Your Property**. With the exception of residents residing in the Nursing Living Accommodations, we shall not be responsible for the loss of any property belonging to you due to theft, fire, or any other cause. You shall have the responsibility, at your own expense, of providing any insurance you desire to protect against any such loss.

8.4.1 If you are no longer able (for any reason other than death) to occupy your Living Accommodation, or if you fail to vacate the Living Accommodation after have having been given notice to do so, you must continue to pay the appropriate monthly charges. The Living Accommodation is not considered vacated until conditions of the attached **Move-Out Guidelines** have been met. We shall have the right, at your cost, to promptly remove all your property from the Living Accommodation and store the same. We shall be required to exercise only ordinary care to protect such property against theft or other loss while stored.

8.4.2 Should it be necessary for us to remove items from your Living Accommodation, we shall complete an inventory of all items. We shall have the right to promptly remove all your property from the Living Accommodation and store the same for up to thirty (30) days from the date the unit was vacated. You will incur storage fees for this service. At the end of the thirty (30) day period, if the items remain unclaimed by the Resident, Resident's family or their estate, the facility shall send a notice by certified mail to the personal representative, stating that if the items in storage are not removed within fourteen (14) days, we have the right to dispose of the property. We shall be required to exercise only ordinary care to protect such property against theft or other loss while stored.

8.4.3 If the property is to be stored in a commercial warehouse, we shall have no responsibility for such property after storage has been accomplished (including costs of storage).

8.4.4 For residents of an Independent Living Accommodation, in the event of your death, it shall be our obligation to coordinate the collection and release of all property in the Independent Living Accommodation theretofore occupied by you, and any of your property previously stored by us, to the person designated by you or, if none, to your executor, administrator, or personal representative, or if none qualifies within thirty (30) days after your death, to any of your next of kin.

8.4.5 For residents of any other Living Accommodations, in the event of your death, the applicable rules regarding inventory, removal, storage and fees

are listed in the appropriate section(s) (3 and/or 4) of your Residence Agreement.

8.5 **Firearms.** No firearms are permitted on the campus, in any living units, in the facilities or at the Embassy.

9. GUEST POLICIES.

No one other than you shall have a right of occupancy in a living accommodation or other facilities without the consent of the Executive Director and/or his or her designee. Guest stays of a short duration by your guests are permitted, when appropriate accommodations can be made within the living unit. Should the Guest adversely affect the operation of the Community or be inconsistent with the welfare of residents, the Executive Director or Designee may prohibit further stay by the Guest.

10. MARRIAGE TO A PERSON WHO IS NOT A RESIDENT; DOUBLE OCCUPANCY OF A LIVING ACCOMMODATION.

If you marry after the date of this Agreement, it is understood and agreed by you that admission of your spouse to the Community will be subject to the then-current admission policies of the Community. If the new spouse is accepted for residency by the Community, which decision shall be at our sole discretion, the couple will pay the then-current second person monthly fee if both are residing in the same accommodation. If not residing in the same accommodation, the new spouse shall pay the Monthly Fees applicable to the level of care for which the new spouse qualifies. If the new spouse does not qualify for residency, the Resident spouse must make provisions so that the new spouse does qualify or, if in an independent or personal care level of care, the Agreement will be terminated and the applicable termination provisions of the Agreement shall apply. Both spouses, if living together, must reside in a Living Accommodation designed to accommodate two persons. This paragraph also applies to double occupancy by non-married parties that arise after the original Resident's signing of this Agreement.

11. INDEMNIFICATION.

11.1 We are not liable for loss, injury or damage to any person or property, including, without limitation, any loss, damage or injury caused by your acts or neglect, or the act or neglect of your family, guests, contractors or agents, and any damage from fire or other casualty.

11.2 You agree to indemnify and hold us harmless for claims, damages or suits arising out of your failure to comply with your Physician's or another physician's instructions; emergency care given by a physician contacted by us on your behalf; or for care or treatment rendered at a hospital or health care facility to which you were discharged or transferred.

12. ASSURANCE OF CONFIDENTIALITY.

We acknowledge that your personal and medical records are confidential. You acknowledge that such records are hereby released and may be used internally by our staff to determine appropriateness of the level of care and to develop your support plans,

and, in case of your admission to a hospital or healthcare institution, may be released to such institution. By execution of this document, you acknowledge receipt of the **Right to Privacy policy, attached hereto**.

Signature below acknowledges receipt of these General Conditions and your duty to abide by these general conditions.

COMMUNITY

By: _____
Print Name: _____
Date: _____

RESIDENT

By: _____
Print Name: _____
Date: _____

RESIDENT'S PAYER (if designated)

By: _____
Print Name: _____
Date: _____
Address: _____
_____
_____

RESIDENT'S DESIGNATED/RESPONSIBLE PERSON

By: _____
Print Name: _____
Date: _____
Address: _____
_____
_____

Attachment

NOTICE TO RESCIND

In the event that you execute a Resident Agreement to the Continuing Care Community for one of the various types of living arrangements at Asbury Health Center, you may rescind and terminate your said Agreement without penalty or forfeiture, within seven (7) days of the date on which you execute said Agreement. You are not required to move into the continuing care facility before the expiration of this seven (7) day period. No other Agreement or Statement you sign shall constitute a waiver of your right to rescind your Agreement within the seven (7) day period.

To rescind your Resident Agreement, mail or deliver a signed and dated copy of this Notice and/or other dated written notice or letter stating your desire to rescind to:

Asbury Health Center
c/o Sales and Marketing Department
700 Bower Hill Road
Pittsburgh, PA 15243

no later than midnight of the seventh (7^{th}) day beyond the date on which you executed said Agreement.

Pursuant to this notice, I hereby cancel my Resident Agreement at Asbury Health Center.

Date: _____ _____
Prospective Resident/Responsible Party Signature

Date: _____ _____
Prospective Resident/Responsible Party Signature

Date: _____ _____
Witness

Asbury Heights
Continuum Admission/Discharge Criteria

Embassy and Carriage Home Admission Criteria

1. Independent in Activities of Daily Living (ADLs), with or without assistive devices:
    - Eating
    - Dressing /bathing
    - Walking /mobility
    - Toileting
    - Communicating
2. Is alert and oriented to person, time, and place
3. Must be able to self administer medications
4. Financial approval

The following STAY services are available on the Asbury Heights Campus by appointment:

1. Blood pressure check
2. Simple dressing changes
3. Coordination of lab work (Blood drawn by independent contractor on-site at The Embassy by appointment)
4. Education
5. Care coordination with physicians
6. Ordering of medication
7. Occasional nursing intervention due to temporary illness

Embassy and Carriage Home Discharge Criteria

If an Embassy or Carriage Home resident is no longer able to function independently in the following areas and private caregivers are not hired by the resident/family:

a. Eating: Must self transport/attend meals and maintain adequate nutrition
b. Dressing/Bathing: Dress appropriately with clean appearance and maintain good hygiene i.e. no odor.
c. Walking/Mobility: Independently mobile with or without assistive devices; can transfer out of bed/chair by self. Safety is not compromised due to falls.

d. Toileting/Incontinence: Self manage toileting/incontinence including maintaining cleanliness of environment

e. Communications: Must be cognitively intact, able to initiate and plan daily events appropriately and maintain his or her own safety, dignity and health. Can evacuate in the event of an emergency.

The Care Continuum team, in conjunction with the primary care team, will evaluate and recommend the appropriate level of care for the resident. See Discharge Procedure below.

Independent Residential Admission Criteria

1. Independent in Activities of Daily Living (ADLs), with or without assistive devices:
    - Eating
    - Dressing /bathing
    - Walking /mobility
    - Toileting
    - Communicating
2. Is alert and oriented to person, time, and place
3. Must be able to self administer medications
4. Financial approval

The following STAY services are available on the Asbury Heights Campus by appointment:

1. Blood pressure check
2. Simple dressing changes
3. Coordination of lab work (Blood drawn by independent contractor on-site at The Embassy by appointment)
4. Education
5. Care coordination with physicians
6. Ordering of medication
7. Occasional nursing intervention due to temporary illness

Independent Living Discharge Criteria

1. If an independent resident is no longer able to function independently in the following areas and private caregivers are not hired by the resident/family:
    - Eating: Must self transport/attend meals and maintain adequate nutrition

- Dressing/Bathing: Dress appropriately with clean appearance and maintain good hygiene i.e. no odor
- Walking/Mobility: Independently mobile with or without assistive devices;
- Can transfer out of bed/chair by self. Safety is not compromised due to falls.
- Toileting/Incontinence: Self manage toileting/incontinence including maintaining cleanliness of environment
- Communications: May have fluctuations in memory, but can plan daily events appropriately. Can evacuate in the event of an emergency. Can understand and use spyder.

The Care Continuum team, in conjunction with the primary care team, will evaluate and recommend the appropriate level of care for the resident. See Discharge Procedure below.

2. Additionally, if an independent resident is cognitively impaired and is not capable of maintaining his or her own safety, dignity or health or is an elopement risk, the level of care will be evaluated as stated above.

Personal Care (Asbury Villas and Spring Lane) Admission Criteria

All residents pursuing admission to Asbury Villas or Spring Lane must meet the following criteria as ascertained through the admission process.

1. May require daily, minimal assistance with one or more ADL's as below:
    - Eating (set-up, cueing)
    - Dressing/Bathing
    - Grooming
    - Continence Issues
    - Medication Management
    - Wellness monitoring
    - Nutritional monitoring
    - Communication
2. Walking/Mobility: Independently mobile with or without assistive devices; can transfer out of bed/chair by self.
3. Requires the supervision/assistance of only one resident caregiver at a time on a consistent basis.
4. Can self transport to a socialized setting for meals, on a consistent basis. In the event of illness, exceptions will be allowed.
5. May have some deficits in orientation to time or place, but regains cognitive

understanding when reoriented. May require weekly or daily reorientation.

5. Is not an elopement risk.
6. Can evacuate the building with minimal cuing in the event of an emergency.
7. Approved Resident must have care needs that fall within the parameters of the Prescreen Assessment Tool and that can be met within the regulatory constraints of the Department of Human Services (DHS).
8. Financial approval

Personal Care (Asbury Villas and Spring Lane) Discharge Criteria

1. A resident of Asbury Villas or Spring Lane will be transferred to a different level of care if one of the following criteria is met:
    - Has a skilled need as defined by the DHS.
    - If the facility is unable to meet your care needs.
    - Is determined by a physician or Assessment Agency that a higher level of care
    - is necessary.
    - Has a need for restraints.
    - Becomes an elopement risk.
2. A resident of Asbury Villas or Spring Lane may be transferred to a different level of care if at least one of the following criteria are met:
    - Unable to feed self independently.
    - Unable to be independently mobile.
    - Incontinence becomes unmanageable.
    - There is compromised safety due to increased falls.
    - Becomes uncooperative or combative with care.
    - Is no longer able to transfer independently.
    - Regularly requires Maximum Assist of two resident caregivers with dressing, bathing and/or grooming.

Asbury Place/Laurel Lane Admission Criteria

All residents pursuing admission to Asbury Place must meet the following criteria as ascertained through the assessment process:

1. Financial Approval
2. Must have a diagnosis of Alzheimer's disease or related dementia by the applicant's physician or geriatric assessment program.

3. Should ambulate independently with or without an assistive device with verbal cueing from staff, however, wheelchairs are not permitted.
4. Displays the need to walk about in a secure, supervised environment to ensure safety.
5. May require minimal to moderate assistance in the following areas:
    - Bathing
    - Dressing
    - Grooming
    - Continence issues
    - Medication management
    - Wellness monitoring
    - Nutritional monitoring
    - Eating
    - Orientation
    - Communication
6. Presents no danger to self or others.
7. Can evacuate the building with minimal assistance (verbal cueing and direction from staff).
8. Approved Resident must have care needs that fall within the parameters of the Prescreen Assessment Tool and cognitive assessment and that can be met within the regulatory constraints of the Department of Human Services (DHS).

Asbury Place/Laurel Lane Discharge Criteria

1. A resident of Asbury Place may be transferred to a different level of care if one of the following criteria are met:
    - Has a skilled need as defined by the DHS
    - If the facility is unable to meet your care needs,
    - Is determined by a physician or Assessment Agency that a higher level of care is necessary.
    - Has a need for restraints.
    - Behavior becomes dangerous to self or others regardless of intervention or treatment.
2. A resident of Asbury Place may be transferred to a different level of care if at least one of the following criteria are met:
    - Unable to take oral nutrition.

- Is unable to be independently mobile.
- Incontinence becomes unmanageable by one resident caregiver.
- There is compromised safety due to increased falls.
- Becomes uncooperative or combative with care regardless of intervention or treatment.
- Is unable to be redirected by the staff regardless of intervention or treatment.
- Is no longer able to transfer independently.
- Regularly requires Maximum Assist of two resident caregivers with dressing,
- bathing and/or grooming.
- Is no longer able to participate in therapeutic milieu.

Discharge Procedure for all levels of care

1. If the needs of a resident can not be met within the guidelines of policy, family will be notified by the Administrator or designee within 24 hours of the determination.
2. Facility will give 30 days notice if it is necessary for Resident to seek alternative placement.
3. In a critical situation that is deemed unsafe for the resident or others, alternative placement options will be pursued immediately by the Asbury staff in conjunction with the resident and/or the designated party.
4. If possible, the resident will be maintained within the Asbury Heights Continuum.

(updated 3-21-2022)

Asbury Heights
Benevolent Care Program

Since Asbury Heights' inception in 1908, after a resident has been financially qualified for admission, they will not be asked to leave should their total assets become depleted.

Funded through generous donors and contributors, the Asbury Heights Benevolent Care Program will assume the shortfall between private pay charges and the amount an independent or personal care resident is able to pay. This offers peace of mind for the resident and their family members. Residents who do not meet financial requirements for the skilled nursing center are admitted through the government Medicaid program and are not eligible for the Asbury Benevolent Care Program.

Once a resident has decided to pursue admission to Asbury Heights, they complete an Application for Admission to the appropriate level of care or facility. A full disclosure of income, assets and liabilities is required. The application is signed by the resident attesting to the truthfulness of information disclosed and acknowledging that all assets and income listed must be used for care and accommodations at Asbury Heights.

After residing at Asbury and upon spending down assets to approximately $15,000, Administrator must be contacted to begin an application for benevolent care. Please be aware that resident may be excluded from participation in the Benevolent Care Program if it is determined that significant gifting of assets occurred that were itemized on the Application for Admission. Resident may also be excluded from the Benevolent Care Program if significant use of assets and income were used for items not related to care and accommodations since the time of admission. Residents with financial liabilities (mortgages, leases, credit card debt, etc.) may be excluded from the Benevolent Care Program until thorough investigation is completed.

The Administrator will provide a Checklist of items required to process the Benevolent Care Application (see attached Checklist). All items must be provided to the Administrator for a thorough initial review. The Executive Director or their designee then provides a review and provides confirmation of acceptance into the program, or declines the application.

Once approved, all assets must be spent down to $2,000 in order for the Benevolent Care Program to begin. If the resident owns a car of any value, real estate, or other items of significant value, they must be sold and the proceeds used for care and accommodations before becoming eligible to enroll in the Benevolent Care Program. Additionally, the resident agrees to apply for all available sources of income and financial help available to them i.e. Veteran Administration, PACE, SSI, etc.

Upon acceptance into the Asbury Heights Benevolent Care Program, the Finance Department will provide a Benevolent Care Worksheet (attached) which itemizes the breakdown of the monthly amount due by Resident.

The Benevolent Care Program provides as follows:

- Each month, Asbury will accept for the Resident's care and accommodations the income stated on the Benevolent Care Worksheet, less health insurance premium (if applicable) and less a personal allowance of $85.00. The shortfall will be paid by the Benevolent Care Program.
- Asbury may determine that resident be relocated to another living unit at Asbury Heights at any time following enrollment in the Benevolent Care Program.
- Under the Benevolent Care Program, residents receive three meals per day, including Independent Living Residents who contractually receive one meal per day.
- Asbury will cover, after insurance, the remaining costs of any medications prescribed by the PCP and any specialists.
- The resident is responsible for any deductibles, copays and coinsurances.
- The resident is responsible for eye, ear and dental expenses.
- The resident is responsible for personal needs such as telephone, hair care, clothing and other sundry items.
- Asbury will pay an annual ambulance transportation subscription. Resident is responsible for any ambulance transportation co-pays.

- An Automatic Deduction Authorization Form must be completed for Asbury to withdraw the amount due from the account where resident's income is located.

By signing this document, Resident acknowledges that they have been enrolled in the Asbury Heights Benevolent Care Program. Resident or their Responsible Party agrees to the terms and conditions of the Program. Further, should resident's financial situation change and assets or income increase (such as inheritance, etc.), the details of the increase must be reported to the Administrator of your area to review whether eligibility in the Benevolent Care Program will continue.

NAME OF RESIDENT: _____

_____ _____
Resident Witness

_____ _____
Responsible Party Witness

Benevolent Care Checklist

____ Copy of tax returns for 5 years prior to the date of application for Benevolent Care (if applicable)

____ Copy of bank statements, for the 5 years prior to the date of application, including the most current year

____ Copy of all insurance cards (front and back)

____ Copy of health insurance premium

____ Copy of any other assets, including but not limited to: life insurance, bank accounts, certificates of deposit, annuities, stocks, bonds, investment accounts, pensions, trusts, or any and all others

____ Copy of proof of income (social security letter, pension, etc.)

____ Verification that burial fund or prepaid funeral trust has been established and that the fund/trust is “IRREVOCABLE.”

____ Documentation of all liabilities (leases, mortgages, credit card and all other debt)

____ Copy of Long Term Care policy (if applicable)

____ Copy of PACE or Med D prescription coverage

Please forward all of the above information to the Administrator for a complete financial analysis.

ASBURY HEIGHTS BENEOVLENT CARE PROGRAM
RESIDENT PAY WORKSHEET

Resident Name:

_____

Location and Room Number:

_____

Date of Enrollment in Benevolent Care:

_____

Monthly Income:

Social Security:

_____

Pension(s):

_____

Total Income:

_____

Less Expenses:

Personal Allowance:

_____$85.00

Supplemental Health Ins.

_____

Supplemental Health Ins.

_____

Total Expenses:

_____

Monthly Resident Pay:

_____

Note: Monthly amount will vary based on any Ancillary Charges (i.e., hair services, etc.)

Resident Signature: _____Date: _____

Power of Attorney Signature: _____Date: _____

Asbury Heights Representative: _____Date:_____

Asbury Heights

Move Out Procedures

When moving from your unit at Asbury (whether you are moving outside of Asbury Heights or are moving to another unit within Asbury Heights), the following procedures must be followed:

- When moving out of an independent living or a personal care area, the following items, along with the checklist, must be turned in to the area outlined below.
    - all door keys
    - storage locker keys
    - mailbox keys (Asbury Villas and The Embassy)
    - In-unit Safe keys (Asbury Villas)
    - key-fobs
    - emergency alert pendants/watches
    - garage door openers (Carriage Homes and The Embassy)

  If you are moving to the Nursing Center, Laurel Lane, or Asbury Place, the emergency alert pendant must be turned into Security. Otherwise, the emergency alert pendant should be returned with all other items.

  If all keys/fobs/pendants are not turned in, there may be a charge for each individual item. The charge will be added to the final Asbury invoice.

  Independent apartments, Carriage Homes and Laurel Lane: Return items to the Asbury Heights Security Office located in the Main Reception area.

  Asbury Villas: Return items to the Asbury Villas Reception Desk, Administrator or Nursing Supervisor

  Asbury Place: Return items to Reception Desk, Administrator or Nursing Supervisor

  The Embassy: Return items to the Concierge

  All cable boxes and cords are to remain in the unit**. DO NOT UNPLUG CABLE BOX FROM WAL66L.**

- All closets, drawers, cupboards, trash cans, refrigerators and storage lockers must be completely emptied.

- All trash must be bagged and taken to the trash room closest to your Living Accommodation. (Leave bagged trash inside the garage at the Carriage Homes. No large furniture may be left for disposal in any Asbury room.)

- All furniture must be removed.

- **Asbury will not accept any donations.**

- The Asbury Heights dumpsters may not be used for any discarded items.

- Advanced arrangements must be made for a cart or flatbed dolly. Please contact the Facilities Services Department at 412-571-5120 (M-F 8am-3pm) or Security at 412-571-5151. At the Embassy, please contact the Concierge.

- Asbury Heights staff cannot assist with cleaning out the unit. Please contact the Administrator for a list of businesses who provide move out services. You should contact these companies directly and you will be responsible for their charges.

- The Main Reception entrance on the Bower Hill Campus cannot be used to move out items. Security (ext. 5151) will provide you to the best route to use. At The Embassy, prior to the date of move-out, please contact the Concierge to reserve the use of one elevator. At Asbury Villas and Asbury Place the Main Entrance cannot be used for moving out items and the Administrator or staff will direct you to move-out exits.

- The unit will be inspected by Administrator and/or maintenance staff upon move out. In the event we detect any damage or the need for any cleaning beyond what is usual & customary, charges will be determined and applied towards the resident's bill. **In the event a Move Out Check Sheet has been signed by you, but items are still left in the room, Asbury will dispose of the items and will bill $100.00/hour for removal and disposal of items. Move out charges will be included on the Asbury invoice.**

- Attached is a **Move Out Check Sheet**. Upon staff's receipt of the required items and the Move Out Check Sheet signed by you, a copy of the fully executed Check Sheet will be given to you. **Billing for the vacated unit will end the first day following the date on the form.**

MOVE OUT CHECK SHEET

Resident Name:

_____

Apartment Number: _____ Date:

_____

I understand that billing for the unit will end on the first day following the date of this form, **if all items have been returned and unit is completely vacated**.

Items Returned	**Number of Items Returned**
	Place zero (0) if item was not returned
Living Unit Keys	_____
Key Fob	_____
Storage Lockers/Cages clean and key returned (if applicable)	_____
In-unit safe key (Asbury Villas)	_____
Mailbox keys (Embassy and Asbury Villas)	_____
Emergency Alert Pendant (if applicable)	_____
Garage Door Opener (Carriage Home/The Embassy)	_____
TV Cable Boxes and Cords **LEAVE IN UNIT**	_____

I understand that a fee will be incurred when keys, fobs, pendants and other items are not turned in. I understand that the living unit must be completely emptied of all personal items and nothing can be left behind. If items are remaining in the unit, I understand that Asbury Heights will not package or ship any items and that **I will accept the charge of $100.00 per hour (one hour minimum) to remove and dispose of all remaining items.**

Resident/Family Signature

_____ Date: _____

Asbury Heights Staff Signature

_____ Date: _____

Nondiscrimination Statement

Asbury Heights[1] complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex.

[1]Asbury Heights is the marketing name used to refer to the following companies: Asbury Heights, Asbury Villas, Asbury Place, Wesley Hills, and The Embassy of Asbury Heights.

Asbury Heights cumple con las leyes federales de derechos civiles aplicables y no discrimina por motivos de raza, color, nacionalidad, edad, discapacidad o sexo.

Asbury Heights
遵守適用的聯邦民權法律規定，不因種族、膚色、民族血統、年齡、殘障或性別而歧視任何人。

Sumusunod ang Asbury Heights sa mga naaangkop na Pederal na batas sa karapatang sibil at hindi nandidiskrimina batay sa lahi, kulay, bansang pinagmulan, edad, kapansanan o kasarian.

Asbury Heights соблюдает применимое федеральное законодательство в области гражданских прав и не допускает дискриминации по признакам расы, цвета кожи, национальной принадлежности, возраста, инвалидности или пола.

Asbury Heights iss willich, die Gsetze (federal civil rights) vun die Owwerichkeet zu folliche un duht alle Leit behandle in der seem Weg. Es macht nix aus, vun wellem Schtamm ebber beikummt, aus wellem Land die Voreldre kumme sinn, was fer en Elt ebber hot, eb ebber en Mann iss odder en Fraa, verkrippelt iss odder net.

Asbury Heights 은(는) 관련 연방 공민권법을 준수하며 인종, 피부색, 출신 국가, 연령, 장애 또는 성별을 이유로 차별하지 않습니다.

Asbury Heights è conforme a tutte le leggi federali vigenti in materia di diritti civili e non pone in essere discriminazioni sulla base di razza, colore, origine nazionale, età, disabilità o sesso.

يلتزم Asbury Heights بقوانين الحقوق المدنية الفدرالية المعمول بها ولا يميز على أساس العرق أو اللون أو الأصل

الوطني أو السن أو الإعاقة أو الجنس.

Asbury Heights respecte les lois fédérales en vigueur relatives aux droits civiques et ne pratique aucune discrimination basée sur la race, la couleur de peau, l’origine nationale, l’âge, le sexe ou un handicap.

Asbury Heights erfüllt geltenden bundesstaatliche Menschenrechtsgesetze und lehnt jegliche Diskriminierung aufgrund von Rasse, Hautfarbe, Herkunft, Alter, Behinderung oder Geschlecht ab.

Asbury Heights લાગુ પડતા સમવાયી નાગરિક અધિકાર કાયદા સાથે સુસંગત છે અને જાતિ, રંગ, રાષ્ટ્રીય મૂળ, ઉંમર, અશક્તતા અથવા લિંગના આધારે ભેદભાવ રાખવામાં આવતો નથી.

Asbury Heights postępuje zgodnie z obowiązującymi federalnymi prawami obywatelskimi i nie dopuszcza się dyskryminacji ze względu na rasę, kolor skóry, pochodzenie, wiek, niepełnosprawność bądź płeć.

Asbury Heights konfòm ak lwa sou dwa sivil Federal ki aplikab yo e li pa fè diskriminasyon sou baz ras, koulè, peyi orijin, laj, enfimite oswa sèks.

Asbury Heights អនុវត្តតាមច្បាប់សិទ្ធិពលរដ្ឋនៃសហព័ន្ធដែលសមរម្យនិងមិនមានការរើសអើសលើមូលដ្ឋាន នៃពូជសាសន៍ ពណ៌សម្បរ សញ្ជាតិដើម អាយុ ពិការភាព ឬភេទ។

Asbury Heights cumpre as leis de direitos civis federais aplicáveis e não exerce discriminação com base na raça, cor, nacionalidade, idade, deficiência ou sexo.

Translation Services

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-855-293-8133.

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-855-293-8133.

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-855-293-8133.

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-855-293-8133.

Wann du [Deitsch (Pennsylvania German / Dutch)] schwetzscht, kannscht du mitaus Koschte
ebber gricke, ass dihr helft mit die englisch Schprooch. Ruf selli Nummer uff: Call 1-855-293-8133.

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-855-293-8133 번으로 전화해 주십시오.

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-855-293-8133.

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-855-293-8133 .

ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-855-293-8133.

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-855-293-8133.

સુચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવાઓ તમારા માટે ઉપલબ્ધ છે. ફોન કરો 1-855-293-8133.

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-855-293-8133.

ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele
1-855-293-8133.

ប្រយ័ត្ន៖ បើសិនជាអ្នកនិយាយ ភាសាខ្មែរ, សេវាជំនួយផ្នែកភាសា ដោយមិនគិតឈ្នួល គឺអាចមានសំរាប់បំរើអ្នក។ ចូរ ទូរស័ព្ទ 1-855-293-8133 ។

ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-855-293-8133.

Attachment

Current Rate Sheets and Ancillary Charges Attached

Wesley Hills
Continuing Care Retirement Community

CARRIAGE HOMES

Residence Agreement

I hereby acknowledge receipt of a signed copy of this Agreement.

_____
Resident or Designated Person

_____
Resident or Designated Person

Revised 1-20-2024

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WESLEY HILLS

700 BOWER HILL ROAD
PITTSBURGH, PA 15243

CARRIAGE HOMES
700 BOWER HILL ROAD
PITTSBURGH, PA 15243

RESIDENCE AGREEMENT

INDEPENDENT LIVING

Wesley Embassy IL, LLC a Delaware non-profit limited liability company (WH), the operator of the independent living facilities located at 700 Bower Hill Road, Pittsburgh, Pennsylvania 15243 ("Facilities"),

and

_____
(and_____), hereinafter referred to as "Resident"

and/or

_____, the person responsible for paying the bills of Resident (hereinafter "Payer").

and/or

_____, Designated Person for Resident, hereinafter referred to as "Designated Person", who may be chosen by the Resident to be notified in the case of emergency, termination of service, home closure or other situations as indicated by the Resident or as required by the Pennsylvania Code. The Designated Person may be the Resident's legal representative or an advocate, and hereby agree to the following providing for the living arrangements of Resident.

The Facilities are operated by WH, which bears sole responsibility for the financial and legal obligations for the operation of the Facilities and for the promises and obligations under this Agreement.

WH was organized for the purpose of providing a protective and dignified living environment and supportive services aimed at the social, recreational, intellectual, physical and health needs of the elderly and chronically ill.

The Facilities are operated by WH, which bears sole responsibility for the financial and legal obligations for the operation of the Facilities and for the promises and obligations under this Agreement. WH operates town homes and an apartment building, and is licensed by the Pennsylvania Department of Insurance as a part of a continuing care retirement community.

WH maintains and operates the Facilities in accord with Title VI of the Civil Rights Act of 1964, and the Board of Directors hereby affirms and reaffirms its policy of offering services, including continuing care, to all persons without regard to race, color, creed, disability, ancestry, age, sex, sexual orientation or national origin. Reasonable accommodations and program accessibility to physically and mentally disabled residents are provided. This policy applies to all aspects of operation of the Facilities.

AGREEMENTS

As you have applied for entry to the apartment facilities of WH, and we have accepted your application subject to the signing of this Agreement, both of us agree as follows:

1. Admission. With the execution of this Agreement by both of us, you are guaranteed admission to the Carriage Home's facilities of WH in accordance with the provisions of this Agreement.

2. Occupancy Date. The Occupancy Date for all purposes under this Agreement, including the **General Conditions** which are attached hereto and made a part hereof this Agreement, shall be _____, or the date on which you first personally occupy your Living Accommodation ("Unit"), whichever first occurs.

3. Services Provided. From and after the Occupancy Date until termination of this Agreement for any reason as provided herein below, WH will provide Resident with the Living Accommodation identified in the General Conditions and WH will:

a) At the recommendation of the Continuum of Care Team which assesses Resident's level of care and when directed by the attending physician or Medical Director, assist in the Resident's transfer to a different level of care within Asbury Heights if the Resident qualifies and space is available, or another facility, and notify the Designated Person/Payer of said transfer.

b) In the event that the Resident's mental or physical condition necessitates a change in care which Asbury Heights is unprepared to provide, assist in expeditious transfer of the Resident to a facility which can provide the needed care which includes other services and living accommodation.

c) Provide thirty (30) days prior written notice of transfer. Exceptions to the thirty (30) day requirement apply when the transfer is effected because of:

(i) Endangerment to the health or safety of self or others in the facility;

(ii) When a Resident's health has improved to allow a more immediate

transfer or discharge;

(iii) When a Resident's urgent medical needs require more immediate transfer; and

(iv) When a Resident has not resided in the facility for thirty (30) days.

d) Provide thirty (30) days written notice to the Resident and/or Responsible Party of any adjustment in the scope of care or cost of WH services.

4. Living Accommodation. The Living Accommodation you will initially occupy is set forth in Section 6.1 below.

5. Obligations of Resident/Designated Person/Payer. From and after the Occupancy Date, Resident and/or Designated Person and/or Payer will:

a) Provide, within thirty (30) days of admission, medical history and a physical by Resident's attending physician on a form provided by WH.

b) Comply with the rules, regulations and policies formulated by WH and Asbury Heights for the operation of their facilities, and such amendments, modifications or changes of the same as may hereafter be established, including but not limited to, complying with the transfer policies within WH's continuum or transfer to another facility if WH is not able to meet the specific needs of the Resident.

c) Make available such information and execute such documents and instruments as WH in its sole discretion may determine are necessary and essential to carry out the terms of this Agreement.

d) Notify WH of any change(s) in Resident's insurance coverage, plan or carrier, and any change in Resident's healthcare providers. Resident will reimburse WH for all costs incurred by WH arising from the failure of Resident/Designated Person or Payer to notify WH of such changes, including but not limited to, costs incurred;

- because services were not pre-approved as required by the new coverage, plan or carrier;
- because application for payment under the new coverage, plan or carrier is not made in time to qualify;
- for services provided by a healthcare provider who/which is no longer covered under the new coverage, plan or carrier;
- in attempting to arrange for services to Resident which arrangements are wasted because the healthcare provider can no longer provide services to Resident due to the changes made to the coverage, plan or carrier.

e) Pay the Carriage Home's applicable monthly rate, all of which shall be paid one month in advance, and in addition thereto, pay all other costs listed on the rendered monthly statement within twenty (20) days of its receipt. Upon termination of this Agreement for any reason, refunds due from the balance of any advance Monthly Fee payment will be calculated as of the day before the day of discharge and removal of Resident from the Carriage Homes. (See Section 7.1 below.)

f) Forthwith remove the Resident from the Facilities upon the request of WH. In the event of failure to comply with such request, WH reserves the right to affect such transfer with costs for same and subsequent care of the Resident elsewhere to be paid by the Resident and/or Designated Person and/or payer.

g) Reimburse WH for any loss or damage suffered as a result of carelessness or negligence of the Resident, Resident's family, friends, guests, visitors or employees.

6. Fees.

6.1. Monthly Fees. From and after the Occupancy Date, on the first of each month in advance thereafter, you will pay us a Monthly Fee of $_____ for Unit _____. If Resident is two persons, the second person fee is an additional $_____ per month. If there is a second occupant added later, the Monthly Fee will be increased by the then current second person fee.

WH may adjust the Monthly Fees from time to time on the basis of our experience or to reflect changes in the cost of achieving our purposes. WH agrees that, in the exercise of its discretion, which shall be binding on the Resident and/or the Designated Person and/or Payer, WH will endeavor to maintain all such Monthly Fees at the lowest feasible figure which, in accordance with WH's policies and procedures, is consistent with sound financial operation and the maintenance of the quality of service WH has undertaken to provide. WH will provide thirty (30) days written notice to the Resident and/or Designated Person and/or Payer of any adjustment to fees.

In addition to the Monthly Fees, Resident and/or Designated Person and/or Payer shall also pay certain costs and charges, not covered by the Monthly Fees, including but not limited to the following:

a) Medications as ordered by the attending physician or Medical Director.

b) Special services, devices and supplies not included in the Monthly Fees. (See attached copy of current Ancillary Charge listing for schedule of costs.)

c) Any payment made on Resident's behalf by WH for which it was not obligated under this Agreement.

d) Electricity, telephone and internet.

7. Entrance Fees.

7.1. Resident will pay $_____ as the entrance fee for the selected unit. The amount of $_____, which was paid to hold the unit is being deducted from the entrance fee for the unit., leaving a balance of $_____ due for the entrance fee. Upon the signing of this agreement, Resident will pay $_____ (one-half of the Entrance Fee due) with the balance of $_____ due no later than ninety (90) days after the signing of this agreement. The entire Entrance Fee must be paid prior to occupancy of the unit and Resident must begin to pay the Monthly Fees. In all cases, the entire Entrance Fee must be paid prior to occupancy. (Strike this subparagraph if it does not apply.)

7.1.1. Entrance Fees may be nonrefundable or may be refundable in part depending upon the reasons and circumstances of the termination of the agreement, and Resident's choice of Entrance Fee Plan, as more fully described in Section 9 below.

7.1.2. Each time a resident moves into a unit, whether on initial admission to the facilities of an affiliate of WH (the Embassy, Asbury Heights, Asbury Health Center, Asbury Villas, and Asbury Place) or moves from one affiliate to another, or even moves from one unit to another in the same facility, if an Entrance Fee is required for that new unit, Resident must pay the Entrance Fee.

7.1.3. When moving from one unit to another, **the prior Entrance Fee paid, if any, may not be used as credit toward the Entrance Fee of the new living unit**. Resident must pay the Entrance Fee for the new unit prior to occupancy and will be reimbursed for any refundable portion of the prior Entrance Fee as provided in Section 9.2 below.

7.1.4. Not all Entrance Fee Plans apply or are available at each affiliate of WH.

8. Refunds on Monthly Fees. Refunds, if any that may be due to a Resident upon discharge or death will be paid as follows:

a) The refund shall equal Monthly Fees that have been paid in advance less any outstanding additional costs (as described in Section 6.1 and Section 16 below) and further reduced by the number of days the Living Accommodation was occupied (or held for) resident times the daily rate for the Living Accommodation.

b) The number of days the Living Accommodation was occupied or held for Resident in a month begins the first day of the month (or the day of admission) and continues to and includes the day before the date of discharge.

c) The refund will be issued within thirty (30) days of discharge from the Living Accommodation.

d) See also Sections 11 and 12 below and Section 6 of the General Conditions.

9. Refunds of Entrance Fees. If Resident has paid a refundable Entrance Fee and a termination occurs:

9.1. Prior to Occupancy. In the event of voluntary termination of this Agreement prior to occupancy (excluding death), a refund of Entrance Fee, if any, already paid by or on behalf of Resident for this unit, shall be made, less an administrative processing fee of two percent (2%) of the full Entrance Fee, within sixty (60) days after WH receives written notification of termination. In the event of death or upon physician's medical advice that the Carriage Home is not appropriate for the Resident, the refund will not be reduced by the 2% administrative fee and the full refund will be made within thirty (30) days after WH receives written notification of death or after receipt of physician's notification.

9.2. After Occupancy. In the event of termination of this Agreement (including by death) at any other time after occupancy, the refundable portion of the Entrance Fee paid, if any, will be refunded, less any unpaid amounts owed by, or on behalf or, Resident to WH or any affiliate of WH, upon occupancy of your former quarters by others.

9.3. Multiple Residents. If Resident is more than one person and a termination occurs through death (of one) or otherwise;

a) In the event survivor continues residency, there shall be no refund of Entrance Fee payable to the terminating resident or terminating resident's estate. The survivor may retain the Living Accommodations with no addition or reduction in Entrance Fee, at the prevailing Monthly Fee and continue to be a Resident under the terms of this Agreement.

b) In the event of later termination of this Agreement by the surviving Resident, or in the event of death of survivor while a Resident, the refundable portion of the Entrance Fee shall all be paid to the survivor or the survivor's estate, as applicable, in accordance with Section 8.2 above.

c) If Resident is more than one person and all terminate the agreement simultaneously, the refund, as calculated in Section 8.2 above, shall be distributed equally between the terminating Residents and/or their respective estates.

WE ACKNOWLEDGE RECEIVING AN EXPLANATION OF THE TERMS OF THIS

Section 9.3.

_____
RESIDENT

_____
RESIDENT

9.4. Any refund to Resident pursuant to this Section 9 will be due and payable when the Living Accommodations are reoccupied, but not later than one year after the Living Accommodations have been vacated.

9.5. Charges for care paid for in one lump sum shall not be increased or changed during the duration of the agreed upon care, except for changes required by State or Federal assistance programs. 40 P.S. Section 3214(a)(11)

9.6. No act, agreement or statement of any resident, or of an individual purchasing care of a resident, shall constitute a valid waiver of any provision of the Continuing-Care Provider Registration and Disclosure Act. 40 P.s. 3214(e)

10. Average Cost. The average annual cost per resident for WH providing services under this Agreement is estimated to be $_____ for the year that ended _____, 20_____. This information is being supplied to you in compliance with regulations of the Pennsylvania Department of Insurance. Your monthly cost is outlined in Section 6.1 of this Agreement.

11. Termination or Death Prior to the Occupancy Date. You may terminate this Agreement at any time prior to the Occupancy Date by written notice of termination to us. This Agreement will also be terminated by written notice to us that you have died prior to the Occupancy Date.

12. Termination or Death after the Occupancy Date. You may terminate this Agreement at any time after the Occupancy Date upon seven (7) days advance written notice to us and upon certain conditions. You may be entitled to certain refunds in the event of termination or death after the Occupancy Date. Such rights and refunds are described in Section 6.1 of the General Conditions. You will have fourteen (14) days to remove all personal property after such termination notice. During this period of time, as well as any additional time needed to remove said items, you will be charged the daily rates less any appropriate credits. If your personal property has not been removed at the end of fourteen (14) days, you will be contacted regarding the use of a moving/storage company. If you are unable or unwilling to coordinate the move, WH has the right to coordinate with a moving/storage company to have your personal property packed, moved and stored off-site. The moving/storage company will bill you accordingly for such services. You will be billed directly by the storage company for the continuing cost of such storage for as long as your property is stored at that location. If you are entitled to a refund of some or all of your Entrance Fee, such refund will be made upon occupancy of your former Living Accommodations by others.

13. Termination by WH. WH may terminate this Agreement upon thirty (30) days written notice.

a) for failure to pay fees and costs as required;

b) for breach of this Agreement by Resident or the Designated Person or Payer, which breach is not cured within thirty (30) days of receipt of such notice; or

c) as provided elsewhere in this Agreement, including specifically Section 6.5 of the General Conditions.

14. Loss of Property. WH assumes no responsibility for the loss of any personal property or possessions of Resident due to theft, fire, or any other loss. Personal property includes, but is not limited to, dentures, eyeglasses, hearing aids, jewelry, small appliances, furniture, automobiles and other valuables.

15. Home Rules. In addition to other rules, policies and procedures contained in this Agreement or that WH may set forth from time to time, the following rules shall apply:

a) To protect the health and well-being of its residents, visitors, volunteers, employees and others, all facilities are Clean Air/Smoke and Tobacco-Free campuses. Smoking and the use of tobacco is prohibited inside any buildings including garages and passageways, as well as outside on any open grounds and lots, or on any part of the Asbury Heights campus or the Carriage Homes.

b) Curfew - no restrictions.

c) Visiting hours - no restrictions.

d) Visitors must not upset, disrupt or cause a disturbance with a resident, the staff or the other residents. All visitors must conduct themselves properly and treat the staff and other residents with respect. Visitors who violate this rule will be ordered off of the property and future visitation may be restricted or denied.

e) Overnight - if a Resident will not be returning to the Carriage Homes for a night or longer, the Security Office should be notified.

16. Bed Hold Policy. Resident will continue to pay current monthly rate to maintain residency during hospitalization or other extended absence from Facility.

17. Medical Exclusions. The Carriage Homes do not provide all medical services that might be required by a Resident. The medical services and costs for which WH assumes no responsibility are listed in the General Conditions.

18. Resident Rights. For a complete recitation of rights to which Resident is entitled, see Resident Rights attached.

19. Entire Agreement. The entire agreement between us includes this agreement, the General Conditions, the Supplemental Conditions for level of care available to you, a Financial Services Addendum, if applicable, and all other addenda, schedules and exhibits attached to those documents, the written Application for Admission and the Pre-Admission Documents (defined in the General Conditions) (collectively the "Agreement"). These documents are also hereby incorporated by reference. There are no other understandings, oral or written, relating to this contract. Knowing that WH will rely on your statements made therein, you represent that all such statements are true and complete. A copy of the signed Agreement shall be given to Resident and a copy filed in the Resident's record.

20. Notices. Notices, when required by the terms of the Agreement, shall be sufficient if in writing and delivered in person or mailed by first class U.S. mail, certified, return receipt requested, to the address of the appropriate party given below or at such other address as each party may for itself designate for the purpose of receipt of such notice.

21. Transferability. Your rights and privileges under this Agreement are personal to you and cannot be transferred or assigned by your act, by any proceeding at law, or otherwise. WH may transfer this Agreement, and/or any of its rights or duties under this Agreement, to any entity which is an affiliated operator of WH and may enter into contracts with third parties to provide any services required by the Agreement.

22. Modification of Agreement. No amendment or modification of this Agreement shall be valid unless in writing signed by both parties.

23. Enforcement. WH shall have the right at all times to enforce the provisions of the Agreement in strict accordance with their terms, notwithstanding any conduct or custom on its part in refraining from doing so at any time or times.

24. Partial Invalidity. The invalidity of any provision of this Agreement shall not impair or affect in any manner the validity or enforceability of the remainder of this Agreement, and, in the event such partial validity is determined, the remaining provisions of this Agreement shall continue in full force and effect.

25. Joint Liability. If two individuals are parties hereto, the word "Resident," "you" and "your" shall apply to them jointly and severally, where the context permits.

26. Right to Rescind. Resident shall have the right to rescind and terminate this Agreement, without penalty or forfeiture, within seven (7) days, pursuant to the Right to Rescind Addendum.

Intending to be legally bound hereby, the parties hereto have set their hands and seals the day and year indicated below.

RESIDENT

Witness: _____ _____
Resident Signature Date

Witness: _____ _____
Resident Signature Date

Address of Resident(s):
_____
_____

Resident's Designated Person

_____
Printed Name_____
Address_____
_____
_____

Resident's Payer (if designated)

_____
Printed Name_____
Address_____
_____
_____

WESLEY HILLS CARRIAGE HOMES

Witness:_____ By:_____
Authorized Signature Date

ENTRANCE FEE ADDENDUM

Resident and representative of WH will discuss and agree on an Entrance Fee Plan, indicate the choice by checking the appropriate line and then signing in the space provided below. Not all Entrance Fee Options may be available on all units. The refundable portion of the Entrance Fee to be paid, if any, may be further reduced by amounts owed to WH (or any of its affiliates), administrative and other fees as described in the Resident Agreement. Specific terms and conditions of entrance fees are more fully outlined in Sections 6 and 7 of the Agreement.

The amount of the Entrance Fee for Unit _____ is $_____. A deposit in the amount of $_____ was paid on _____, 20_____. This amount is being deducted from the total Entrance Fee, leaving a balance due in the amount of $_____.

Please sign your initials beside the chosen Entrance Fee Option and sign below:

___ Nonrefundable Option

Resident elects to pay an Entrance Fee that will not be refunded on termination for any reason, and is non-transferrable to another unit.

___ Fifty Percent (50%) Refundable Option

Fifty percent (50%) of the Entrance Fee paid will be refunded upon re-occupancy of the unit to Resident (or their designee if document was executed prior to termination). Upon death, refund will be due to the Resident's estate. Refund will be made when unit is re-occupied, but no more than 365 days following vacancy of the unit.

___ Ninety Percent (90%) Refundable Option

Ninety percent (90%) of the Entrance Fee paid will be refunded to the resident (or their designee if document was executive prior to termination). Upon death, refund will be due to Resident's Estate. Refund will be made when the unit is re-occupied, but no longer than 365 days following termination.

Resident, Payer or Designated Person	Representative of WESLEY EMBASSY IL, LLC
_____	_____
_____	
_____(Date)	_____(Date)

Note: This addendum is only for use at the Asbury and Wesley (Carriage Home and Embassy) CCRCs

Updated 1/20/2024

Attachment to Residence Agreement GENERAL CONDITIONS

1. ADMISSION.

1.1 **Application for Admission**. You have applied for admission to Asbury Health Center, Asbury Place, Asbury Villas, The Embassy or Wesley Hills (hereinafter individually or collectively the "Community") by filing a written Application for Admission dated _____, 20____, together with the Admission Application for Nursing Facilities or Personal Care, Nursing Assessment and Medical History (adapted MA51) or PA DHS DME. The Application shall consist of all of the above-named documents ("Pre-Admission Documents"). The Financial Statement included in the Admission Application shows the values of all properties, funds and incomes upon which you will draw to pay your bills for the Community. Based on the representations made in these Pre-Admission Documents and the Residence Agreement of which these General Conditions are made a part (the "Agreement"), the Board of Directors has approved your Application for Admission and agrees to offer you admission to the facility.

1.2 **Admission**. By signing the Residence Agreement, of which these General Conditions are a part, you accept the offer of admission from the Community and agree to abide by its terms.

1.3 **Recission**. You may rescind the Residence Agreement, without penalty or forfeiture, within seven (7) days of either executing the Residence Agreement or making a deposit, whichever is earlier. To rescind your Residence Agreement, mail or deliver a signed and dated copy of the attached **Notice of Right to Rescind**, or any other dated written notice, letter, telegram or FAX, stating your desire to rescind, to Wesley Hills, The Embassy, Asbury Place, Asbury Villas or Asbury Health Center, 700 Bower Hill Road, Pittsburgh, Pennsylvania 15243 (412) 571-5111 (fax) **not later than midnight of** _____.

2. LEVEL OF CARE.

2.1 **Classification**. The Community has three (3) classifications of care available to you:

(a) Nursing Care

(b) Personal Care

(c) Independent

Your classification and level of care upon admission shall be set forth in the Residence Agreement. You may be eligible to move through the "continuum of care" provided by the Community to another level of care.

2.2 **Types of Living Accommodations**. You will be given a Living Accommodation based on the level of care you need.

2.3 **Changes in Your Health Status**. The classification of your level of care shall be left solely to the discretion of the Community Medical Director, based on certain criteria, established by the Community Medical Director and the Care Continuum Team **(see attached Continuum Admission/Discharge Criteria)**. If you are a nursing or personal care resident, a medical evaluation will be performed annually or upon the occurrence of a significant change in your health by your attending physician or the Community Medical Director to identify your current status. This information will be added to your record. At any time, the Community Medical Director or your own physician, acting for your benefit, may determine that a change (increase or decrease) in level of care is necessary. In the event the Community Medical Director or your personal physician or a regulatory agency or court of law determines that changes in your health status would reasonably jeopardize the safety, peace and welfare of self or other persons residing at the Community, we may request you or your representative to make all necessary arrangements for your discharge or transfer to another appropriate facility outside of the Community.

If, due to a change in your health status, the designation of your level of care is changed by your attending physician or the Community Medical Director, you must move to a Living Accommodation that can provide such level of care. In the event of a disagreement between your personal or attending physician and the Community Medical Director as to the designation of your required level of care, the decision of the Community Medical Director shall prevail.

3. FACILITIES PROVIDED BY COMMUNITY.

3.1 **Living Accommodation**. You have the right to occupy and use the unit designated in your Residence Agreement, subject to the terms of said agreement and as herein provided. All nursing care and personal care Living Accommodations are furnished private or semi-private rooms. For the Independent Living Accommodations, we will furnish wall-to-wall carpeting, sheers or blinds, and (except in those Independent Living Accommodations not having kitchens) stoves, refrigerators, dishwashers and disposals. All other furniture and furnishings shall be provided by you, subject to the supervision and approval of the administrator (or designee) of the Community, at your sole expense.

3.1.1 **Safety of Living Accommodation**. Safe and clean passage in and out of your Living Accommodation must be maintained at all times. You will be responsible for the placement within, and removal of, furnishings in your Living Accommodation. Furnishings creating a hazard must be removed from the Living Accommodation within fourteen (14) days of notice to you of the existing hazard. We reserve the right to remove and dispose of obstructing safety

hazards after that time at a reasonable cost to you. We will not be responsible for the loss of any property belonging to you due to theft, fire or any other causes unless such loss is caused by the gross negligence or willful misconduct of employees of the Community. You shall have the responsibility, at your own expense, of obtaining any insurance desired to protect against such loss.

3.1.2 **Clean Air/Smoke and Tobacco Free Campus**. To protect the health and well-being of its residents, visitors, volunteers, employees and others, all facilities are Clean Air/Smoke and Tobacco-Free campuses. Smoking and the use of tobacco is prohibited inside any buildings including garages and passageways, as well as outside on any open grounds and lots, or on any part of the Asbury Heights campus.

3.1.3 **Modifications to a Living Accommodation**. Modifications to any Living Accommodation, other than those undertaken by us, will require the approval of the Executive Director or their designee and, if so approved, will be at your expense and will thereafter become our property. Approval of such modifications may be conditioned upon your payment to us of a sum sufficient to later restore the Living Accommodation to its original condition. The firm or individual retained to make such changes, and the plans for the changes, are subject to the approval of the Executive Director or his/her designee. THE COST OF ANY SUCH CHANGES WILL NOT BE CONSIDERED IN COMPUTING REFUND OF ANY ENTRANCE FEE OR MONTHLY FEES TO YOU.

3.2 **Common Facilities**. Each separate living community has common areas, outside of your room/unit or apartment. You may use thee common area of your community with other residents, the dining rooms, lobbies, library, social and recreational facilities (indoor and outdoor). Common areas outside of your designated areas are available when campus-wide events are held, or for other reasons. You may be restricted from using any common facilities when such use is medically contra-indicated based upon the opinion of your attending physician or the Community's Medical Director.

3.3 **Storage**. Storage outside of the unit is not available to residents.

3.4 **Parking**. We will provide and maintain open parking areas.

4. GENERAL SERVICES PROVIDED BY US.

4.1 **Food and Meals**.

4.1.1 **Meals Offered**. We offer meals with a choice of standard menus, nutritionally well balanced, properly cooked and served.

4.1.2 **Tray Service**.

(a) If requested, seven (7) days of free tray service will be provided to residents of the Independent Living Accommodations each contract year on a non- cumulative basis. You may request additional tray

service for an additional charge per meal.

(b) Tray service is available to residents of personal care units at no additional charge when the resident is unable to come to the dining room due to illness.

(c) Tray service is available to residents of the nursing units at no additional charge.

4.1.3 **Meal Plans**. Meal plans may be either for one, two or three meals per day and vary by classification of care, living accommodations and, in some cases where eligible, by election of Resident. Changes in meal plans must be made in advance. All residents, except Carriage Home residents, will have at least one meal per day included in their normal daily rate. Residents whose normal daily rate includes fewer than three meals per day may use their included meals in any combination on any days of that month so long as the total number of meals taken in the month do not exceed the total meals that resident is entitled to in that month. All included meals must be used during the calendar month for which they are intended. Unused included meals do not carry over from one calendar month to the next. Included meals have no monetary value. Residents of Carriage Homes do not receive meals except by special arrangement. If you are a nursing facility resident or a personal care resident, your three (3) meals per day are included in the daily rate and meals are to be taken within your community, unless addressed on an individual basis.

4.1.4 **Meal Credits and Charges**. Amounts credited to you and charges for extra meals and guest meals, will be computed according to the then current established rates. We reserve the right to change these rates from time to time. We will notify you in writing of changes in rates no less than thirty (30) days in advance of their effective date.

4.2 **Laundry Facilities and Laundry Service**. For residents of a Personal Care or Independent Living Accommodations, or nursing center residents who are not covered by Medicare or Medical Assistance, we will provide laundering of flat linen as scheduled by us. You are solely responsible for the cleaning of other items. Personal Care Living Accommodations and Independent Living Accommodations have access to washers and dryers for personal laundry without charge. We can launder personal items at the current established rates. For residents of Nursing Living Accommodations whose stays are being covered by either Medicare or Medical Assistance, the cost of basic personal laundry services (does not include dry cleaning, mending, ironing, washing by hand or other specialty services) is not charged separately to the resident, but is deemed to be included in the payment received from Medicare and/or Medical Assistance

4.3 **Housing Services.**

4.3.1 If you reside in a Personal Care or Independent Living Accommodation, you will maintain the Living Accommodation in a clean, sanitary, and orderly condition and will perform or furnish all usual light housekeeping

tasks in connection therewith. For Independent Living Accommodations, we agree to perform once every two weeks the following tasks: cleaning of bathroom, kitchen, floors and inside window sills, vacuuming, light dusting and emptying trash containers. More intense housekeeping tasks, such as carpet cleaning may be performed by us from time to time. We clean Personal Care residents' rooms once per week. If you do not maintain your Personal Care or Independent Living Accommodation in a proper manner, we have the right, after notice to you, to maintain the Living Accommodation and to charge the cost of such maintenance to you. Requests for housekeeping services not mentioned above must be made through, and approved by, the Supervisor of Housekeeping Service, or the Services Manager at The Embassy, for an additional fee.

4.3.2 If you reside in a Nursing Living Accommodation, we will do all housekeeping of your Living Accommodation to keep it in a clean, safe and orderly condition.

4.4 **Maintenance and Repair Service**. We will perform and provide repairs, maintenance and replacement of property and equipment we own. Repairs, maintenance, and replacement of your personal property will be your responsibility. Any costs for these services are your responsibility. Redecoration of your Living Accommodation, in addition to other than that scheduled by us, will require the approval of the Facilities Maintenance Manager, or the Executive Director and will be at your expense. Repainting and/or replacement of carpet is done according to a schedule maintained by the Facilities Maintenance Manager. Pictures, mirrors and wall hangings, must be hung for you by maintenance. If you change or replace any of the property or equipment we provide in the Living Accommodation, it becomes ours, unless we agree otherwise in writing. All requests for maintenance must be made by dialing Asbury's internal maintenance line (ext. 5000), or contacting the Concierge at The Embassy.

4.5 **Grounds**. We will furnish basic grounds keeping care, including lawn service and snow removal. If you reside in a Carriage Home, you may elect to plant and then maintain a specific area adjacent to your Living Accommodation, subject to our prior approval.

4.6 **Utilities**. We will furnish basic cable, water, electricity, heat and air conditioning, sewage disposal and garbage and trash removal from collection points (The Embassy residents are responsible for electricity/heating/air conditioning). Arrangements for, and the cost of, installation, operation and maintenance of private telephone service is your responsibility.

4.7 **Security**. We will provide such security as we deem appropriate to make the Community safe and secure. You are responsible to adhere to security policies and procedures.

4.8 **Social, Recreational and Spiritual Activities**. We will provide a program of activities, library facilities, social services and other services designed to reasonably meet your social and recreational needs. We also offer a range of religious programs under the direction of our chaplain.

4.9 **Medical Services** We will provide general health supervision to the extent you inform the Community Medical Director and the nursing supervisor of your health status and changes in such status. We agree to assist you in seeking appropriate medical attention, nursing services, or other care within the Community or outside of the Community, as indicated. If you require another different level of care and appropriate space is available, you will have priority in assignment of such space.

4.10 **Medical and Surgical Insurance.**

4.10.1 **Your Obligation to Carry Insurance**. If qualified, you agree to enroll in and maintain the following medical and surgical insurance: (1) that provided by the Federal Social Security Amendments of 1965 (commonly referred to as "Medicare A and B") or equivalent whether now or in the future; and (2) a Medigap Plan and a prescription drug plan that complement Medicare in the following way:

(a) pays the in-patient hospital deductible and hospital co-pays in full;

(b) pays the co-insurance for skilled nursing facility;

(c) pays the co-insurance for all part B Medicare approved amounts, offers Medicare Part D qualified prescription coverage.

If you choose to maintain an insurance plan that does not meet the above requirements (including an employer provided plan), you agree to pay the difference between the required benefit and benefit actually paid by your insurance. You are also financially responsible for any future changes in insurance benefits which result in a difference between required benefits and benefits actually paid by your insurance.

Furthermore, should you fail to arrange for medical insurance coverage, you authorize us to make application on your behalf for any insurance required by this Agreement and to pay on your behalf premiums in connection with such insurance and to charge such cost to you. If you are unable or unwilling to qualify for such insurance, we may require you to pay a higher Monthly Fee than that charged residents who do so qualify. In any case, you are responsible for the payment of the full cost of medical and nursing services you receive.

4.10.2 **Our Option to Insure for Health Care Costs**. We may, at our option, obtain insurance to cover our obligation to pay for the costs of health care that we are obligated to provide to you under this Agreement.

4.10.3 **Our Rights to Insurance Benefits**. We have a right to the benefits payable under the insurance you are required to carry by this Agreement, except such as may be reimbursement for medical or surgical bills paid by you rather than by us. We also have the right to prescription drug benefits, where they exist, to the extent prescription drugs were provided by us. You hereby authorize us to make any and all claims for insurance benefits to which we are entitled under this Agreement and agree to execute any and all documents necessary to enable us to collect or enforce such claims. If for any reason we cannot directly apply for benefits payable under insurance required by

this Agreement, you agree to make such application and to pay to us the proceeds received.

4.10.4 **Our Rights in Case of Injury Caused by Third Party**. In case of accident or injury to you caused by third parties which results in our incurring costs for medical care provided to you, you hereby grant a power of attorney to us, which power shall not be affected by your disability, at our election to make any claims or initiate legal action, if necessary, against the person who has caused injury to you for compensation for the injury or expenses thereby caused. You agree to execute such further authorizations as shall be desirable to prosecute such claims or causes of action. In such event and at our election, we may sue on and enforce any cause of action for you, in your name, or in our own name, for injury or damages so resulting.

After we have been reimbursed for all costs, expenses, and damages incurred by us (including reasonable costs of care we furnish to you because of such accident or injury), the balance of any amount recovered will be paid to you or credited to your account, or, in the event of your death, will be paid to your estate, or the persons entitled thereto. We may limit our election as provided above to claims for recovery of the costs and expenses incurred by us, and in such event, we shall not be obligated to assert any claim of yours arising out of such accident or injury beyond the expenses incurred by us.

4.10.5 **Cost of Medical Services**. If you use in-house or outside services which are not covered for your level of care, you shall be billed for these services. Such services may include, but are not limited to: optician, dentist, occupational therapy, speech therapy, physical therapy, orthopedist, podiatrist, X-rays, laboratory, ophthalmologist, psychologist, any physician, certain medical supplies and medications. You will be responsible for the cost of these medical services and supplies not covered by the Agreement and will be charged separately. A list of the medical services that are available and the Community's current rates for medical services and supplies are available upon request. We make no representations regarding what you may be charged for medical services and supplies provided to you by others.

4.10.6 **Private Duty Caregiver**. We may permit, or if circumstances dictate, require you to employ Private Duty Caregivers provided that you and the Private Duty Caregiver comply in all respects with the Private Duty Caregiver Policy, as amended from time to time, by the Board of the Community. Non compliance with the terms and conditions of the Private Duty Caregiver Policy may be grounds for discharge from the facility. Under no circumstances shall we be responsible for the costs of such care. A copy of this policy is available from the Administrator or Social Worker in your area.

5. FEES.

5.1 **Fees.** You shall pay the Entrance Fees (not all entrance fee options are available on every unit), if any, and Monthly Fees appropriate for your classification of

care and living accommodation in **the attached Residence Agreement**. The current **Entrance Fees and Monthly Fees are set forth in the Attachment to the Residence Agreement entitled Entrance Fee Addendum**. In addition, you shall pay all costs for any additional services and supplies you required, or costs we paid on your behalf, in the preceding month. You may also be eligible for Asbury's Benevolent Care Programs. **See attachment "Asbury Benevolent Care Programs**."

5.2 **Billing.** Monthly fees are billed currently. Additional costs are billed monthly as incurred or invoiced. Bills are payable within twenty (20) days of receipt, by hand delivery, to the Security Office at Asbury Heights or the Concierge Office at The Embassy, or by mail to the Community. A Finance Charge of 1 1/2% per month (18% annual rate) shall be assessed on all balances over thirty (30) days.

5.3 **Changes in Fees or Scope of Services**. We shall have full authority to increase or decrease any fee and make changes in the scope of services, upon thirty (30) days written notice to you (except for changes required with less than thirty (30) days notice pursuant to State or Federal requirements).

5.4 **Changes in Care and Fees**. At such times as it is necessary for you to change the level of care you are currently receiving, we shall have full authority to increase or decrease the Monthly Fees to you to the then-prevailing Monthly Fees for the appropriate level of care.

5.5 **Services for Which You Must Pay**. You shall be responsible for all costs incurred for daily living, personal health and nursing care, medical care and all other services not provided by us as described below for your Level of Care. Such services for which you shall be responsible include, but are not limited to, the following examples:

(a) Medical, dental, ophthalmologist, podiatric, chiropractic, physical, occupational and speech rehabilitation, and all other services which may be provided by licensed individuals and practitioners in Pennsylvania.

(b) Any personal health care, medical or nursing care, medications and pharmaceuticals, treatments, devices, appliances or any other cost for medical care or treatment required while Resident is away from the Facilities.

(c) Dentures and inlays, eyeglasses, hearing aids, prosthetic and orthopedic devices and other appliances.

(d) Medications and pharmaceutical, personal clothing, toiletries, hair care and other personal necessities and incidentals.

5.6 **Prepaid Care.** Charges for care paid in one lump sum shall not be increased or changed during the duration of the agreed upon care, except for changes required by State or Federal assistance programs.

6. TRANSFERS.

6.1 **Permanent Transfer to a Higher Level of Care.** We may declare your Living Accommodation vacant if you have been transferred to a higher level of care for health conditions which require a permanent move to such higher level of care. In such cases, you shall make arrangements to remove your personal belongings from the original Living Accommodation as soon as possible after it has been determined that the transfer will be of a permanent or prolonged nature. You will continue to pay the appropriate fee for the original Living Accommodation until such belongings are removed, in accordance with the **attached Move Out Guidelines.**

6.2 **Transfer Made by One or Both of Two Residents Sharing a Living Accommodation.** If one of two residents occupying a Living Accommodation has been permanently transferred to another level of care or to another facility, the Monthly Fee may change since the second person fee, if being paid, will be eliminated.

6.3 **Transfer of Unknown Duration**. If you are transferred to another level of care, a hospital, or another facility for an unknown length of time, we will hold your Living Accommodation vacant and available to you unless and until you, your Payer or your Designated Person direct otherwise by notifying Social Services, Administration or the Sales Manager. You will continue to pay your Monthly Fees and all other charges provided under this Agreement until you, your personal representative or Responsible Person permanently release the Living Accommodation, according to the **attached Move Out Guidelines**.

6.4 **Transfer from Single to Joint Occupancy**. If two residents occupying separate Living Accommodations request a transfer into one of the two Living Accommodations, the Monthly Fee will be the two-person rate for the new Living Accommodation occupied. Any additional Entrance Fee that is due as a result of such transfer shall be payable immediately upon occupancy. The refundable portion, if any, of the Entrance Fee for the released Living Accommodation will be refunded when the unit is reoccupied, or within 365 days from the date the unit has been relinquished.

6.5 **Transfer or Discharge from Community**. We may transfer or discharge you from the Community if:

6.5.1 The transfer or discharge is necessary to meet your medical needs, the Community cannot provide the necessary services, and your Physician or the Community Medical Director documents in your clinical record the necessity for the transfer or discharge; or

6.5.2 The transfer or discharge is appropriate due to improvement in your health and this is documented in your clinical record by your Physician or the Community Medical Director; or

6.5.3 The safety of self or other individuals in the Community is endangered and the basis for transfer or discharge is documented in your clinical record by your Physician or the Community Medical Director; or

6.5.4 You have failed to pay for your stay at the Community and have received notice of such failure; or

6.5.5 Wesley Hills, Asbury Villas, Asbury Place, The Embassy or Asbury Health Center ceases to operate; or

6.5.6 You repeatedly disrupt the harmony of the community due to your failure, or the failure of your family, friends or visitors, to respect the rights and property of other residents or to observe the rules and regulations of Wesley Hills, Asbury Place, Asbury Villas, The Embassy or Asbury Health Center.

6.6 **Notice of Transfer or Discharge.** In a non-emergency situation, we shall notify you, and, if known, your Designated Person, at least 30 days in advance (or such additional amount of notice as may be required under appropriate Federal or State law, rules or regulations) of the forthcoming transfer or discharge, from the facilities. The notice shall include: the reason for transfer or discharge; the effective date of transfer or discharge; the location, if known, to which you are to be transferred or discharged; a statement including information about any right you may have to appeal the transfer or discharge and the process and information required.

6.6.1 Notwithstanding Paragraph 6.6 above, notice need only be given as far in advance of transfer or discharge as practicable if:

(a) The health or safety of individuals at the Community would otherwise be endangered;

(b) Your health improves to permit a more immediate transfer or discharge;

(c) Your urgent medical needs so require; or

(d) You have not resided at the Community for thirty (30) days preceding the effective date of transfer or discharge.

6.7 **Payment During Appeal of Discharge or Transfer.** If you choose to appeal a transfer and/or discharge from the Community, you hereby agree to continue to pay for your ongoing care during the pendency of the appeal, up to and including the day of transfer or discharge, in the event the appeal is lost. If your appeal is successful, you shall pay for your ongoing care during the pendency of the appeal and shall continue to pay for your care after the favorable decision. Appeals may be made to the appropriate regulatory body or agency as listed on the “Resident Rights” document provided to you in your Pre-Admission materials.

7. LEGAL MATTERS.

7.1 **7.1 Will and Other Arrangements**. It is recommended that you have a will and advise the Community as to the location of this will and the name and address of your lawyer and your Executor. Such will should make provisions for the final disposition of your possessions located at the Community. You should provide information to the Community regarding your funeral and burial arrangements. The

Community shall not be responsible for the cost of your funeral or burial arrangements. You should also provide us with: the name and address of the funeral director with whom you have made arrangements; the names and addresses of any banks, trust officers, etc.; information necessary to complete a death certificate; and whom to notify in case of death, including the person to whom your personal property is to be released.

7.2 **Arrangements for Guardianship**. If you have made no other designation of a person or legal entity to serve as guardian, trustee, or agent under a durable power of attorney, and a guardian of your person and/or estate is necessary, then you hereby authorize us to nominate a person or entity to serve as your legal guardian when approved by a court as provided by law. All legal fees and court costs of seeking such guardianship are to be paid by you. Neither the Community nor any of its employees or agents may act as your guardian.

7.3 **Limitations on Gifts**. You shall make no gift(s) that would impair your ability to satisfy your financial obligations to us or would jeopardize your ability to qualify for Medicaid. Violations of this condition shall be considered a breach of the Agreement between you and us subjecting you to possible termination of the Agreement and your discharge from the Community.

Residents are prohibited from giving staff gifts other than those of nominal value. Additionally, Residents may not accept gifts from any employee or contracted service employee which has more than a nominal value. Asbury Foundation accepts gifts from Residents in honor of employees, which will be used for the restricted purpose of staff recognition.

8. RIGHTS AND OBLIGATIONS CONCERNING PROPERTY.

8.1 **Rights to Property**. The rights and privileges granted to you by this Agreement do not include any right, title or interest in any part of the personal property, land, buildings and improvements owned, leased, or administered by us. Nothing contained in this Agreement shall be construed to create the relationship of landlord and tenant between us. Your rights are primarily for services, with a right of occupancy subject to all terms and conditions of this Agreement. We reserve the right to temporarily or permanently relocate you to a different unit to facilitate maintenance, renovation or new construction. Any rights, privileges, or benefits under this Agreement shall be subordinate to any mortgage on any of the Community real property and to such reasonable Rules and Regulations on the use of the Community real property as shall from time to time be imposed by us.

8.2 **Right of Entry**. You recognize and accept our right and responsibility to enter your living accommodation in order to carry out the purpose and intent of this Agreement. The purposes for which such entry may be made include but are not limited to (a) performance of scheduled housekeeping duties, (b) response to the medical alert system, (c) response to the fire alarm system, (d) if you are reported missing or as having not responded to a call, and (e) maintenance. We recognize your right to privacy and our responsibility to limit entry to the living accommodation to emergencies and to maintenance and housekeeping work as set forth in this paragraph.

8.3 **Responsibility for Damages.** Any loss or damage to our property caused by your negligence shall be charged to and paid for by you. Similarly, if any negligence of another resident, their guests, family, etc., results in injury, illness, or damage to you, we assume no responsibility therefore, and you hereby release and discharge us from all liability or responsibility for injury or damage to you or to your property caused by the fault or negligence of such others.

8.4 **Responsibility of Protection of Your Property**. With the exception of residents residing in the Nursing Living Accommodations, we shall not be responsible for the loss of any property belonging to you due to theft, fire, or any other cause. You shall have the responsibility, at your own expense, of providing any insurance you desire to protect against any such loss.

8.4.1 If you are no longer able (for any reason other than death) to occupy your Living Accommodation, or if you fail to vacate the Living Accommodation after have having been given notice to do so, you must continue to pay the appropriate monthly charges. The Living Accommodation is not considered vacated until conditions of the attached **Move-Out Guidelines** have been met. We shall have the right, at your cost, to promptly remove all your property from the Living Accommodation and store the same. We shall be required to exercise only ordinary care to protect such property against theft or other loss while stored.

8.4.2 Should it be necessary for us to remove items from your Living Accommodation, we shall complete an inventory of all items. We shall have the right to promptly remove all your property from the Living Accommodation and store the same for up to thirty (30) days from the date the unit was vacated. You will incur storage fees for this service. At the end of the thirty (30) day period, if the items remain unclaimed by the Resident, Resident's family or their estate, the facility shall send a notice by certified mail to the personal representative, stating that if the items in storage are not removed within fourteen (14) days, we have the right to dispose of the property. We shall be required to exercise only ordinary care to protect such property against theft or other loss while stored.

8.4.3 If the property is to be stored in a commercial warehouse, we shall have no responsibility for such property after storage has been accomplished (including costs of storage).

8.4.4 For residents of an Independent Living Accommodation, in the event of your death, it shall be our obligation to coordinate the collection and release of all property in the Independent Living Accommodation theretofore occupied by you, and any of your property previously stored by us, to the person designated by you or, if none, to your executor, administrator, or personal representative, or if none qualifies within thirty (30) days after your death, to any of your next of kin.

8.4.5 For residents of any other Living Accommodations, in the event of your death, the applicable rules regarding inventory, removal, storage and fees

are listed in the appropriate section(s) (3 and/or 4) of your Residence Agreement.

8.5 **Firearms.** No firearms are permitted on the campus, in any living units, in the facilities or at the Embassy.

9. GUEST POLICIES.

No one other than you shall have a right of occupancy in a living accommodation or other facilities without the consent of the Executive Director and/or his or her designee. Guest stays of a short duration by your guests are permitted, when appropriate accommodations can be made within the living unit. Should the Guest adversely affect the operation of the Community or be inconsistent with the welfare of residents, the Executive Director or Designee may prohibit further stay by the Guest.

10. MARRIAGE TO A PERSON WHO IS NOT A RESIDENT; DOUBLE OCCUPANCY OF A LIVING ACCOMMODATION.

If you marry after the date of this Agreement, it is understood and agreed by you that admission of your spouse to the Community will be subject to the then-current admission policies of the Community. If the new spouse is accepted for residency by the Community, which decision shall be at our sole discretion, the couple will pay the then-current second person monthly fee if both are residing in the same accommodation. If not residing in the same accommodation, the new spouse shall pay the Monthly Fees applicable to the level of care for which the new spouse qualifies. If the new spouse does not qualify for residency, the Resident spouse must make provisions so that the new spouse does qualify or, if in an independent or personal care level of care, the Agreement will be terminated and the applicable termination provisions of the Agreement shall apply. Both spouses, if living together, must reside in a Living Accommodation designed to accommodate two persons. This paragraph also applies to double occupancy by non-married parties that arise after the original Resident's signing of this Agreement.

11. INDEMNIFICATION.

11.1 We are not liable for loss, injury or damage to any person or property, including, without limitation, any loss, damage or injury caused by your acts or neglect, or the act or neglect of your family, guests, contractors or agents, and any damage from fire or other casualty.

11.2 You agree to indemnify and hold us harmless for claims, damages or suits arising out of your failure to comply with your Physician's or another physician's instructions; emergency care given by a physician contacted by us on your behalf; or for care or treatment rendered at a hospital or health care facility to which you were discharged or transferred.

12. ASSURANCE OF CONFIDENTIALITY.

We acknowledge that your personal and medical records are confidential. You acknowledge that such records are hereby released and may be used internally by our staff to determine appropriateness of the level of care and to develop your support plans,

and, in case of your admission to a hospital or healthcare institution, may be released to such institution. By execution of this document, you acknowledge receipt of the **Right to Privacy policy, attached hereto**.

Signature below acknowledges receipt of these General Conditions and your duty to abide by these general conditions.

COMMUNITY

By: _____
Print Name: _____
Date: _____

RESIDENT

By: _____
Print Name: _____
Date: _____

RESIDENT'S PAYER (if designated)

By: _____
Print Name: _____
Date: _____
Address: _____
_____
_____

RESIDENT'S DESIGNATED/RESPONSIBLE PERSON

By: _____
Print Name: _____
Date: _____
Address: _____
_____
_____

Attachment

NOTICE TO RESCIND

In the event that you execute a Resident Agreement to the Continuing Care Community for one of the various types of living arrangements at Asbury Health Center, you may rescind and terminate your said Agreement without penalty or forfeiture, within seven (7) days of the date on which you execute said Agreement. You are not required to move into the continuing care facility before the expiration of this seven (7) day period. No other Agreement or Statement you sign shall constitute a waiver of your right to rescind your Agreement within the seven (7) day period.

To rescind your Resident Agreement, mail or deliver a signed and dated copy of this Notice and/or other dated written notice or letter stating your desire to rescind to:

Asbury Health Center
c/o Sales and Marketing Department
700 Bower Hill Road
Pittsburgh, PA 15243

no later than midnight of the seventh (7^{th}) day beyond the date on which you executed said Agreement.

Pursuant to this notice, I hereby cancel my Resident Agreement at Asbury Health Center.

Date: _____ _____
Prospective Resident/Responsible Party Signature

Date: _____ _____
Prospective Resident/Responsible Party Signature

Date: _____ _____
Witness

Asbury Heights
Continuum Admission/Discharge Criteria

Embassy and Carriage Home Admission Criteria

1. Independent in Activities of Daily Living (ADLs), with or without assistive devices:
    - Eating
    - Dressing /bathing
    - Walking /mobility
    - Toileting
    - Communicating
2. Is alert and oriented to person, time, and place
3. Must be able to self administer medications
4. Financial approval

The following STAY services are available on the Asbury Heights Campus by appointment:

1. Blood pressure check
2. Simple dressing changes
3. Coordination of lab work (Blood drawn by independent contractor on-site at The Embassy by appointment)
4. Education
5. Care coordination with physicians
6. Ordering of medication
7. Occasional nursing intervention due to temporary illness

Embassy and Carriage Home Discharge Criteria

If an Embassy or Carriage Home resident is no longer able to function independently in the following areas and private caregivers are not hired by the resident/family:

a. Eating: Must self transport/attend meals and maintain adequate nutrition
b. Dressing/Bathing: Dress appropriately with clean appearance and maintain good hygiene i.e. no odor.
c. Walking/Mobility: Independently mobile with or without assistive devices; can transfer out of bed/chair by self. Safety is not compromised due to falls.

d. Toileting/Incontinence: Self manage toileting/incontinence including maintaining cleanliness of environment

e. Communications: Must be cognitively intact, able to initiate and plan daily events appropriately and maintain his or her own safety, dignity and health. Can evacuate in the event of an emergency.

The Care Continuum team, in conjunction with the primary care team, will evaluate and recommend the appropriate level of care for the resident. See Discharge Procedure below.

Independent Residential Admission Criteria

1. Independent in Activities of Daily Living (ADLs), with or without assistive devices:
    - Eating
    - Dressing /bathing
    - Walking /mobility
    - Toileting
    - Communicating
2. Is alert and oriented to person, time, and place
3. Must be able to self administer medications
4. Financial approval

The following STAY services are available on the Asbury Heights Campus by appointment:

1. Blood pressure check
2. Simple dressing changes
3. Coordination of lab work (Blood drawn by independent contractor on-site at The Embassy by appointment)
4. Education
5. Care coordination with physicians
6. Ordering of medication
7. Occasional nursing intervention due to temporary illness

Independent Living Discharge Criteria

1. If an independent resident is no longer able to function independently in the following areas and private caregivers are not hired by the resident/family:
    - Eating: Must self transport/attend meals and maintain adequate nutrition

- Dressing/Bathing: Dress appropriately with clean appearance and maintain good hygiene i.e. no odor
- Walking/Mobility: Independently mobile with or without assistive devices;
- Can transfer out of bed/chair by self. Safety is not compromised due to falls.
- Toileting/Incontinence: Self manage toileting/incontinence including maintaining cleanliness of environment
- Communications: May have fluctuations in memory, but can plan daily events appropriately. Can evacuate in the event of an emergency. Can understand and use spyder.

The Care Continuum team, in conjunction with the primary care team, will evaluate and recommend the appropriate level of care for the resident. See Discharge Procedure below.

2. Additionally, if an independent resident is cognitively impaired and is not capable of maintaining his or her own safety, dignity or health or is an elopement risk, the level of care will be evaluated as stated above.

Personal Care (Asbury Villas and Spring Lane) Admission Criteria

All residents pursuing admission to Asbury Villas or Spring Lane must meet the following criteria as ascertained through the admission process.

1. May require daily, minimal assistance with one or more ADL's as below:
    - Eating (set-up, cueing)
    - Dressing/Bathing
    - Grooming
    - Continence Issues
    - Medication Management
    - Wellness monitoring
    - Nutritional monitoring
    - Communication
2. Walking/Mobility: Independently mobile with or without assistive devices; can transfer out of bed/chair by self.
3. Requires the supervision/assistance of only one resident caregiver at a time on a consistent basis.
4. Can self transport to a socialized setting for meals, on a consistent basis. In the event of illness, exceptions will be allowed.
5. May have some deficits in orientation to time or place, but regains cognitive

understanding when reoriented. May require weekly or daily reorientation.

5. Is not an elopement risk.
6. Can evacuate the building with minimal cuing in the event of an emergency.
7. Approved Resident must have care needs that fall within the parameters of the Prescreen Assessment Tool and that can be met within the regulatory constraints of the Department of Human Services (DHS).
8. Financial approval

Personal Care (Asbury Villas and Spring Lane) Discharge Criteria

1. A resident of Asbury Villas or Spring Lane will be transferred to a different level of care if one of the following criteria is met:
    - Has a skilled need as defined by the DHS.
    - If the facility is unable to meet your care needs.
    - Is determined by a physician or Assessment Agency that a higher level of care
    - is necessary.
    - Has a need for restraints.
    - Becomes an elopement risk.
2. A resident of Asbury Villas or Spring Lane may be transferred to a different level of care if at least one of the following criteria are met:
    - Unable to feed self independently.
    - Unable to be independently mobile.
    - Incontinence becomes unmanageable.
    - There is compromised safety due to increased falls.
    - Becomes uncooperative or combative with care.
    - Is no longer able to transfer independently.
    - Regularly requires Maximum Assist of two resident caregivers with dressing, bathing and/or grooming.

Asbury Place/Laurel Lane Admission Criteria

All residents pursuing admission to Asbury Place must meet the following criteria as ascertained through the assessment process:

1. Financial Approval
2. Must have a diagnosis of Alzheimer's disease or related dementia by the applicant's physician or geriatric assessment program.

3. Should ambulate independently with or without an assistive device with verbal cueing from staff, however, wheelchairs are not permitted.
4. Displays the need to walk about in a secure, supervised environment to ensure safety.
5. May require minimal to moderate assistance in the following areas:
    - Bathing
    - Dressing
    - Grooming
    - Continence issues
    - Medication management
    - Wellness monitoring
    - Nutritional monitoring
    - Eating
    - Orientation
    - Communication
6. Presents no danger to self or others.
7. Can evacuate the building with minimal assistance (verbal cueing and direction from staff).
8. Approved Resident must have care needs that fall within the parameters of the Prescreen Assessment Tool and cognitive assessment and that can be met within the regulatory constraints of the Department of Human Services (DHS).

Asbury Place/Laurel Lane Discharge Criteria

1. A resident of Asbury Place may be transferred to a different level of care if one of the following criteria are met:
    - Has a skilled need as defined by the DHS
    - If the facility is unable to meet your care needs,
    - Is determined by a physician or Assessment Agency that a higher level of care is necessary.
    - Has a need for restraints.
    - Behavior becomes dangerous to self or others regardless of intervention or treatment.
2. A resident of Asbury Place may be transferred to a different level of care if at least one of the following criteria are met:
    - Unable to take oral nutrition.

- Is unable to be independently mobile.
- Incontinence becomes unmanageable by one resident caregiver.
- There is compromised safety due to increased falls.
- Becomes uncooperative or combative with care regardless of intervention or treatment.
- Is unable to be redirected by the staff regardless of intervention or treatment.
- Is no longer able to transfer independently.
- Regularly requires Maximum Assist of two resident caregivers with dressing,
- bathing and/or grooming.
- Is no longer able to participate in therapeutic milieu.

Discharge Procedure for all levels of care

1. If the needs of a resident can not be met within the guidelines of policy, family will be notified by the Administrator or designee within 24 hours of the determination.
2. Facility will give 30 days notice if it is necessary for Resident to seek alternative placement.
3. In a critical situation that is deemed unsafe for the resident or others, alternative placement options will be pursued immediately by the Asbury staff in conjunction with the resident and/or the designated party.
4. If possible, the resident will be maintained within the Asbury Heights Continuum.

(updated 3-21-2022)

Asbury Heights
Benevolent Care Program

Since Asbury Heights' inception in 1908, after a resident has been financially qualified for admission, they will not be asked to leave should their total assets become depleted.

Funded through generous donors and contributors, the Asbury Heights Benevolent Care Program will assume the shortfall between private pay charges and the amount an independent or personal care resident is able to pay. This offers peace of mind for the resident and their family members. Residents who do not meet financial requirements for the skilled nursing center are admitted through the government Medicaid program and are not eligible for the Asbury Benevolent Care Program.

Once a resident has decided to pursue admission to Asbury Heights, they complete an Application for Admission to the appropriate level of care or facility. A full disclosure of income, assets and liabilities is required. The application is signed by the resident attesting to the truthfulness of information disclosed and acknowledging that all assets and income listed must be used for care and accommodations at Asbury Heights.

After residing at Asbury and upon spending down assets to approximately $15,000, Administrator must be contacted to begin an application for benevolent care. Please be aware that resident may be excluded from participation in the Benevolent Care Program if it is determined that significant gifting of assets occurred that were itemized on the Application for Admission. Resident may also be excluded from the Benevolent Care Program if significant use of assets and income were used for items not related to care and accommodations since the time of admission. Residents with financial liabilities (mortgages, leases, credit card debt, etc.) may be excluded from the Benevolent Care Program until thorough investigation is completed.

The Administrator will provide a Checklist of items required to process the Benevolent Care Application (see attached Checklist). All items must be provided to the Administrator for a thorough initial review. The Executive Director or their designee then provides a review and provides confirmation of acceptance into the program, or declines the application.

Once approved, all assets must be spent down to $2,000 in order for the Benevolent Care Program to begin. If the resident owns a car of any value, real estate, or other items of significant value, they must be sold and the proceeds used for care and accommodations before becoming eligible to enroll in the Benevolent Care Program. Additionally, the resident agrees to apply for all available sources of income and financial help available to them i.e. Veteran Administration, PACE, SSI, etc.

Upon acceptance into the Asbury Heights Benevolent Care Program, the Finance Department will provide a Benevolent Care Worksheet (attached) which itemizes the breakdown of the monthly amount due by Resident.

The Benevolent Care Program provides as follows:

- Each month, Asbury will accept for the Resident's care and accommodations the income stated on the Benevolent Care Worksheet, less health insurance premium (if applicable) and less a personal allowance of $85.00. The shortfall will be paid by the Benevolent Care Program.
- Asbury may determine that resident be relocated to another living unit at Asbury Heights at any time following enrollment in the Benevolent Care Program.
- Under the Benevolent Care Program, residents receive three meals per day, including Independent Living Residents who contractually receive one meal per day.
- Asbury will cover, after insurance, the remaining costs of any medications prescribed by the PCP and any specialists.
- The resident is responsible for any deductibles, copays and coinsurances.
- The resident is responsible for eye, ear and dental expenses.
- The resident is responsible for personal needs such as telephone, hair care, clothing and other sundry items.
- Asbury will pay an annual ambulance transportation subscription. Resident is responsible for any ambulance transportation co-pays.

- An Automatic Deduction Authorization Form must be completed for Asbury to withdraw the amount due from the account where resident's income is located.

By signing this document, Resident acknowledges that they have been enrolled in the Asbury Heights Benevolent Care Program. Resident or their Responsible Party agrees to the terms and conditions of the Program. Further, should resident's financial situation change and assets or income increase (such as inheritance, etc.), the details of the increase must be reported to the Administrator of your area to review whether eligibility in the Benevolent Care Program will continue.

NAME OF RESIDENT: _____

_____ _____
Resident Witness

_____ _____
Responsible Party Witness

Benevolent Care Checklist

____ Copy of tax returns for 5 years prior to the date of application for Benevolent Care (if applicable)

____ Copy of bank statements, for the 5 years prior to the date of application, including the most current year

____ Copy of all insurance cards (front and back)

____ Copy of health insurance premium

____ Copy of any other assets, including but not limited to: life insurance, bank accounts, certificates of deposit, annuities, stocks, bonds, investment accounts, pensions, trusts, or any and all others

____ Copy of proof of income (social security letter, pension, etc.)

____ Verification that burial fund or prepaid funeral trust has been established and that the fund/trust is “IRREVOCABLE.”

____ Documentation of all liabilities (leases, mortgages, credit card and all other debt)

____ Copy of Long Term Care policy (if applicable)

____ Copy of PACE or Med D prescription coverage

Please forward all of the above information to the Administrator for a complete financial analysis.

ASBURY HEIGHTS BENEOVLENT CARE PROGRAM
RESIDENT PAY WORKSHEET

Resident Name:

_____

Location and Room Number:

_____

Date of Enrollment in Benevolent Care:

_____

Monthly Income:

Social Security:

_____

Pension(s):

_____

Total Income:

_____

Less Expenses:

Personal Allowance:

_____$85.00

Supplemental Health Ins.

_____

Supplemental Health Ins.

_____

Total Expenses:

_____

Monthly Resident Pay:

_____

Note: Monthly amount will vary based on any Ancillary Charges (i.e., hair services, etc.)

Resident Signature: _____Date: _____

Power of Attorney Signature: _____Date: _____

Asbury Heights Representative: _____Date:_____

Asbury Heights

Move Out Procedures

When moving from your unit at Asbury (whether you are moving outside of Asbury Heights or are moving to another unit within Asbury Heights), the following procedures must be followed:

- When moving out of an independent living or a personal care area, the following items, along with the checklist, must be turned in to the area outlined below.
    - all door keys
    - storage locker keys
    - mailbox keys (Asbury Villas and The Embassy)
    - In-unit Safe keys (Asbury Villas)
    - key-fobs
    - emergency alert pendants/watches
    - garage door openers (Carriage Homes and The Embassy)

  If you are moving to the Nursing Center, Laurel Lane, or Asbury Place, the emergency alert pendant must be turned into Security. Otherwise, the emergency alert pendant should be returned with all other items.

  If all keys/fobs/pendants are not turned in, there may be a charge for each individual item. The charge will be added to the final Asbury invoice.

  Independent apartments, Carriage Homes and Laurel Lane: Return items to the Asbury Heights Security Office located in the Main Reception area.

  Asbury Villas: Return items to the Asbury Villas Reception Desk, Administrator or Nursing Supervisor

  Asbury Place: Return items to Reception Desk, Administrator or Nursing Supervisor

  The Embassy: Return items to the Concierge

  All cable boxes and cords are to remain in the unit**. DO NOT UNPLUG CABLE BOX FROM WAL66L.**

- All closets, drawers, cupboards, trash cans, refrigerators and storage lockers must be completely emptied.

- All trash must be bagged and taken to the trash room closest to your Living Accommodation. (Leave bagged trash inside the garage at the Carriage Homes. No large furniture may be left for disposal in any Asbury room.)

- All furniture must be removed.

- **Asbury will not accept any donations.**

- The Asbury Heights dumpsters may not be used for any discarded items.

- Advanced arrangements must be made for a cart or flatbed dolly. Please contact the Facilities Services Department at 412-571-5120 (M-F 8am-3pm) or Security at 412-571-5151. At the Embassy, please contact the Concierge.

- Asbury Heights staff cannot assist with cleaning out the unit. Please contact the Administrator for a list of businesses who provide move out services. You should contact these companies directly and you will be responsible for their charges.

- The Main Reception entrance on the Bower Hill Campus cannot be used to move out items. Security (ext. 5151) will provide you to the best route to use. At The Embassy, prior to the date of move-out, please contact the Concierge to reserve the use of one elevator. At Asbury Villas and Asbury Place the Main Entrance cannot be used for moving out items and the Administrator or staff will direct you to move-out exits.

- The unit will be inspected by Administrator and/or maintenance staff upon move out. In the event we detect any damage or the need for any cleaning beyond what is usual & customary, charges will be determined and applied towards the resident's bill. **In the event a Move Out Check Sheet has been signed by you, but items are still left in the room, Asbury will dispose of the items and will bill $100.00/hour for removal and disposal of items. Move out charges will be included on the Asbury invoice.**

- Attached is a **Move Out Check Sheet**. Upon staff's receipt of the required items and the Move Out Check Sheet signed by you, a copy of the fully executed Check Sheet will be given to you. **Billing for the vacated unit will end the first day following the date on the form.**

MOVE OUT CHECK SHEET

Resident Name:

_____

Apartment Number: _____ Date:

_____

I understand that billing for the unit will end on the first day following the date of this form, **if all items have been returned and unit is completely vacated**.

Items Returned	**Number of Items Returned**
	Place zero (0) if item was not returned
Living Unit Keys	_____
Key Fob	_____
Storage Lockers/Cages clean and key returned (if applicable)	_____
In-unit safe key (Asbury Villas)	_____
Mailbox keys (Embassy and Asbury Villas)	_____
Emergency Alert Pendant (if applicable)	_____
Garage Door Opener (Carriage Home/The Embassy)	_____
TV Cable Boxes and Cords **LEAVE IN UNIT**	_____

I understand that a fee will be incurred when keys, fobs, pendants and other items are not turned in. I understand that the living unit must be completely emptied of all personal items and nothing can be left behind. If items are remaining in the unit, I understand that Asbury Heights will not package or ship any items and that **I will accept the charge of $100.00 per hour (one hour minimum) to remove and dispose of all remaining items.**

Resident/Family Signature

_____ Date: _____

Asbury Heights Staff Signature

_____ Date: _____

Nondiscrimination Statement

Asbury Heights[1] complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex.

[1]Asbury Heights is the marketing name used to refer to the following companies: Asbury Heights, Asbury Villas, Asbury Place, Wesley Hills, and The Embassy of Asbury Heights.

Asbury Heights cumple con las leyes federales de derechos civiles aplicables y no discrimina por motivos de raza, color, nacionalidad, edad, discapacidad o sexo.

Asbury Heights
遵守適用的聯邦民權法律規定，不因種族、膚色、民族血統、年齡、殘障或性別而歧視任何人。

Sumusunod ang Asbury Heights sa mga naaangkop na Pederal na batas sa karapatang sibil at hindi nandidiskrimina batay sa lahi, kulay, bansang pinagmulan, edad, kapansanan o kasarian.

Asbury Heights соблюдает применимое федеральное законодательство в области гражданских прав и не допускает дискриминации по признакам расы, цвета кожи, национальной принадлежности, возраста, инвалидности или пола.

Asbury Heights iss willich, die Gsetze (federal civil rights) vun die Owwerichkeet zu folliche un duht alle Leit behandle in der seem Weg. Es macht nix aus, vun wellem Schtamm ebber beikummt, aus wellem Land die Voreldre kumme sinn, was fer en Elt ebber hot, eb ebber en Mann iss odder en Fraa, verkrippelt iss odder net.

Asbury Heights 은(는) 관련 연방 공민권법을 준수하며 인종, 피부색, 출신 국가, 연령, 장애 또는 성별을 이유로 차별하지 않습니다.

Asbury Heights è conforme a tutte le leggi federali vigenti in materia di diritti civili e non pone in essere discriminazioni sulla base di razza, colore, origine nazionale, età, disabilità o sesso.

يلتزم Asbury Heights بقوانين الحقوق المدنية الفدرالية المعمول بها ولا يميز على أساس العرق أو اللون أو الأصل

الوطني أو السن أو الإعاقة أو الجنس.

Asbury Heights respecte les lois fédérales en vigueur relatives aux droits civiques et ne pratique aucune discrimination basée sur la race, la couleur de peau, l’origine nationale, l’âge, le sexe ou un handicap.

Asbury Heights erfüllt geltenden bundesstaatliche Menschenrechtsgesetze und lehnt jegliche Diskriminierung aufgrund von Rasse, Hautfarbe, Herkunft, Alter, Behinderung oder Geschlecht ab.

Asbury Heights લાગુ પડતા સમવાયી નાગરિક અધિકાર કાયદા સાથે સુસંગત છે અને જાતિ, રંગ, રાષ્ટ્રીય મૂળ, ઉંમર, અશક્તતા અથવા લિંગના આધારે ભેદભાવ રાખવામાં આવતો નથી.

Asbury Heights postępuje zgodnie z obowiązującymi federalnymi prawami obywatelskimi i nie dopuszcza się dyskryminacji ze względu na rasę, kolor skóry, pochodzenie, wiek, niepełnosprawność bądź płeć.

Asbury Heights konfòm ak lwa sou dwa sivil Federal ki aplikab yo e li pa fè diskriminasyon sou baz ras, koulè, peyi orijin, laj, enfimite oswa sèks.

Asbury Heights អនុវត្តតាមច្បាប់សិទ្ធិពលរដ្ឋនៃសហព័ន្ធដែលសមរម្យនិងមិនមានការរើសអើសលើមូលដ្ឋាន នៃពូជសាសន៍ ពណ៌សម្បរ សញ្ជាតិដើម អាយុ ពិការភាព ឬភេទ។

Asbury Heights cumpre as leis de direitos civis federais aplicáveis e não exerce discriminação com base na raça, cor, nacionalidade, idade, deficiência ou sexo.

Translation Services

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-855-293-8133.

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-855-293-8133.

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-855-293-8133.

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-855-293-8133.

Wann du [Deitsch (Pennsylvania German / Dutch)] schwetzscht, kannscht du mitaus Koschte
ebber gricke, ass dihr helft mit die englisch Schprooch. Ruf selli Nummer uff: Call 1-855-293-8133.

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-855-293-8133 번으로 전화해 주십시오.

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-855-293-8133.

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-855-293-8133 .

ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-855-293-8133.

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-855-293-8133.

સુચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવાઓ તમારા માટે ઉપલબ્ધ છે. ફોન કરો 1-855-293-8133.

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-855-293-8133.

ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele
1-855-293-8133.

ប្រយ័ត្ន៖ បើសិនជាអ្នកនិយាយ ភាសាខ្មែរ, សេវាជំនួយផ្នែកភាសា ដោយមិនគិតឈ្នួល គឺអាចមានសំរាប់បំរើអ្នក។ ចូរ ទូរស័ព្ទ 1-855-293-8133 ។

ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-855-293-8133.

Attachment

Current Rate Sheets and Ancillary Charges Attached

As of today, April 30, 2026, the audited financial statements for the year ended December 31, 2024 have not been issued by Forvis Mazars. Therefore, the audit for the year ended December 31, 2025 has not yet begun. The provider and audit firm are working diligently to get the financial statements issued and will provide them to the Insurance Department as soon as they become available. The narrative statement of material differences of actual versus pro forma income statement amounts will also be provided for the respective time periods once the audit results are received.