



**Spiritrust Lutheran  
The Village at Gettysburg**

**Disclosure Statement**

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

**March 2016**

---

## SUMMARY OF DISCLOSURE STATEMENT

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

1. **THE COMMUNITY:** SpiriTrust Lutheran, The Village at Gettysburg ("Village"), 1075 Old Harrisburg Road, Gettysburg, PA 17325. (717) 334-6204.
2. **THE PROVIDER:** SpiriTrust Lutheran with its Corporate Offices located at 1050 Pennsylvania Avenue, York, Pennsylvania 17404-1999. (717) 854-3971.
3. **PERSON TO BE CONTACTED TO DISCUSS ADMISSIONS:**  
**Director of Senior Living Sales & Marketing OR**  
**Guest Relations Coordinator (Skilled Care Center)**  
 1075 Old Harrisburg Road  
 Gettysburg, PA 17325.  
 (717) 334-6204.
4. **DESCRIPTION OF PROPERTY:** The Village consists of 77 living units located in 56 single, duplex, triplex, and quadruplex brick cottages, and one 21-unit apartment house attached to a renovated 2 story masonry facility. The skilled care center has 100 beds and there is also a personal care residence with 17 personal care beds. The Village is located on approximately 26.8 acres in suburban Gettysburg.
5. **AGE REQUIREMENTS:** Admission to the housing units is restricted to individuals sixty-two years of age or older. If co-residents, one must be at least sixty-two and the other must be at least fifty-five years of age.
6. **AFFILIATIONS:** The Village is a community of SpiriTrust Lutheran, which is a recognized social ministry organization of the Evangelical Lutheran Church in America. The Evangelical Lutheran Church in America is not responsible for any obligations or liabilities of SpiriTrust Lutheran.
7. **CURRENT RESIDENT POPULATION:** As of January 2016, there are approximately 203 residents in the Village.
8. **FEES:** There are no standard entrance fees associated with the Village. Prices vary according to the financial plan, size and type of unit selected and the level of care. However, monthly service fees are standard for the cottages and apartments, and there is no additional charge for a second person. Prices are effective January 1, 2016.

	ENTRANCE FEE	MONTHLY FEE
ONE BEDROOM APT	\$72,500 - \$153,700	\$700
TWO BEDROOM COTTAGE	\$140,300 - \$252,540	\$767

# **SpiriTrust Lutheran, The Village At Gettysburg DISCLOSURE STATEMENT**

## **INTRODUCTION**

SpiriTrust Lutheran The Village at Gettysburg (“Village”) is a continuing care retirement community located at 1075 Old Harrisburg Road, Gettysburg, Pennsylvania, 17325. It commenced operation January 1, 1970 and is part of SpiriTrust Lutheran, a Pennsylvania not-for-profit corporation with its principle offices located at 1050 Pennsylvania Avenue, York, Pennsylvania, 17404-1999.

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

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

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

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

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

## **DESCRIPTION**

The Village consists of 77 residential living units located in 56 cottages and one 21-unit apartment house attached to the skilled care center. The skilled care center and personal care residence are housed in the 2-story main building. The community is located on approximately 26.8 acres in suburban Gettysburg. All of the residential living units contain full baths, kitchen facilities, carpeting and vinyl floor covering, and individually controlled heat and air conditioning. A dining room for the exclusive use of the Village residents and their guests is

provided. Garden plots are available. Shopping centers and recreation areas are nearby with scheduled group transportation available.

Short and long-term professional nursing care is available at the community. The Village supports a skilled care center with 100 skilled nursing beds and a personal care residence with 17 personal care beds.

## **FEES**

The entrance, rental, and monthly service fees are attached as Exhibit 4.

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

The Traditional Plan – One hundred percent (100%) of the entrance fee is amortized during the first 96 months of occupancy. If a resident leaves the Village during the first 96 months, any unused portion of the entrance fee will be refunded according to the terms and conditions of the residency agreement. If a resident leaves the cottage or apartment during the first 96 months to enter SpiriTrust Lutheran's personal care or skilled care, any unused portion of the entrance fee may be made available as a credit to the resident or his/her power of attorney to be used for the cost of that care.

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

Plan I – This plan offers a 50 percent refund of the entrance fee. Under Estate Preservation Plan I, the entrance fee amortizes over the first 46 months of residency to a 50 percent refund balance according to the terms and conditions of the residency agreement. Any refunds are paid within 60 days after the Village receives an entrance fee from the next person who occupies the residence.

Plan II – This plan offers an 80 percent refund of the entrance fee. Under Estate Preservation Plan II, the entrance fee amortizes over the first 16 months of residency to an 80 percent refund balance according to the terms and conditions of the residency agreement. Any refunds are paid within 60 days after the Village receives an entrance fee from the next person who occupies the residence.

Monthly Service Fees are standard for the cottages and apartments, and there is no additional charge for the 2<sup>nd</sup> person. Prices are effective January 1, 2016.

Residents also pay a monthly service fee. It is expected that the monthly service fees will be increased periodically to cover increases in the cost of providing services to residents. Residents will be given at least thirty days advance notice of any increase in monthly service fees. The full fee schedule and procedures are fully explained in the residency agreement, a copy of which is

attached and marked as Exhibit 5. Exhibit 6 is a table that shows the frequency and average dollar amount of the increases in the monthly service fees over the last five years.

### **SERVICES INCLUDED IN THE MONTHLY SERVICE FEE**

The monthly service fee for cottages and apartments includes:

- Recreational programs and activities
- 24-hour emergency response
- Health and wellness services
- Annual health update
- Scheduled transportation for local shopping and medical appointments (up to 25 miles round trip)
- Community patrolled security
- Building and grounds maintenance
- Scheduled cottage and apartment refurbishment
- Appliance and systems repair
- Property taxes
- Property administrative expenses
- Insurance on cottage or apartment (excluding resident's personal property and liability coverage)
- Water and sewer charges
- Trash collection
- Cable Television
- Snow removal
- Heat and air conditioning (included in apartments only)
- Use of laundry facilities (apartments only)

In addition to the services covered by the monthly service fee, the Village also offers housekeeping and laundry services, a beauty shop, transportation to medical appointments exceeding a 25 mile round trip from the Village, transportation to places and events not scheduled by the facility, a "handy man" service, and meals. This list is not meant to be all inclusive. Fees for these services are at an additional charge and are not covered by the monthly service fee. A fee schedule is provided to each resident upon admission and 30 days prior to any change in services or charges.

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

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

## **PERSONAL CARE RESIDENCE AND SKILLED CARE CENTER SERVICES**

Residents have priority access to the personal care residence and skilled care center for either short term or long term admission. Upon admission to the personal care residence or skilled care center, residents pay the then current daily rate for that level of care, and must also continue to pay the monthly service fee for their cottage or apartment, if it is their desire to maintain and return to the unit.

The daily rate for the personal care residence includes: assistance or supervision in activities of daily living and/or instrumental activities of daily living; private or semi-private accommodations; blankets, pillows, bed linens, towels and wash cloths and soap; laundering of linens and towels; three (3) meals each day, except as otherwise indicated; furnishings consisting of a bed, chair, storage area for clothing (i.e. chest of drawers and closet), bedside table/shelf, mirror and lamp; certain activity programs; telephone service; basic cable television; and weekly housekeeping.

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

## **ESCROW AND RESERVE FUNDS**

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

## **FINANCIAL STATEMENTS**

The most recent Audited Financial Statements are attached as Exhibit 7. If you have any questions regarding the Financial Statements, please contact the Vice President Support Services/CFO or your own financial advisor.

**Exhibit 1**

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

Department of the Treasury

Date: March 22, 2015

Person to Contact: #0196814

Ms. Benjamin

Toll Free Telephone Number:

877-829-5500

Employer Identification Number:

23-1476329

Group Exemption Number:

9386

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

Dear Sir or Madam:

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

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

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

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

Sincerely,



Tamera Ripperda  
Director, Exempt Organizations

**Exhibit 1**



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

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

**CERTIFICATION OF FEDERAL INCOME TAX EXEMPTION  
UNDER SECTION 501(c)(3)**  
*for*

SpiriTrust Lutheran  
1050 Pennsylvania Ave.  
York, PA 17404  
EIN: 23-1476329

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

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

April 28, 2015

Very truly yours,

Phillip H. Harris  
General Counsel

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



Exhibit 2



DIRECTORY OF BOARD MEMBERS - 2016

NAME	ADDRESS/E-MAIL	TELEPHONE	AREA/TERM
<u>Term Ending December 31, 2016 (3-year term)</u>			
Rev. Michael E. Allwein**^	223 Ewell Avenue Gettysburg, PA 17325 <a href="mailto:mallwein@stjamesgettysburg.org">mallwein@stjamesgettysburg.org</a>	(H) 337-2465 (O) 334-2012 (C) 357-3814.	Gettysburg 3
Mark Evans***^	2650 Wexford Lane York, PA 17404 <a href="mailto:mevans@stockandleader.com">mevans@stockandleader.com</a>	(O) 849-4112 (H) 682-1866	York 1
Lisa Wagaman Glezer^	2784 Farnham Lane York, PA 17408 <a href="mailto:lisawagaman@wagaman.com">lisawagaman@wagaman.com</a>	(O) 577-4252 (H) 764-2573 (C) 577-4252	York 1
Donald Wissner	6938 St. Amnes Drive Fayetteville, PA 17222 <a href="mailto:dwissner@embarqmail.com">dwissner@embarqmail.com</a>	(H) 352-2553	Chambersburg 3
Rev. George Schneider (one year term)	4 Ferndale Road Seven Valleys, PA 17360 <a href="mailto:pastorschneider@comcast.net">pastorschneider@comcast.net</a>	(C) 779-9848 (O) 235-2315	York 1
Lise Shehan	4101 Colonial Road Dover, PA 17315 <a href="mailto:lise.shehan@f-mtrust.com">lise.shehan@f-mtrust.com</a> <a href="mailto:lshehan@gmx.com">lshehan@gmx.com</a>	(C) 682-0022 (W) 261-3575	York 1

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

**Term Ending December 31, 2017 (3-year term)**

Michael Boustead  
 560 Shady Dell Road  
 York, PA 17403  
michaelb4@comcast.net  
 (H) 741-3811  
 (O) 848-4900  
 York 2

Rev. Canon David Lovelace  
 140 North Beaver Street  
 York, PA 17401  
rector@stjohnyork.org  
 (W) 848-1862  
 (C) 873-3698  
 York 1

Rev. Dr. Nelson Strobert  
 162 Gordon Avenue  
 Gettysburg, PA 17325  
nstrobert@ltsq.edu  
strobert1@embarqmail.com  
 (C) 891-0534  
 (H) 337-3341  
 Gettysburg 1

Claire Weaver\*\*\*\*^  
 1690 Wyndham Drive  
 York, PA 17403  
claire.weaver@bakertilly.com  
 (W) 741-0004  
 (C) 495-1648  
 York 1

NAME	ADDRESS/E-MAIL	TELEPHONE	AREA/TERM
<u>Term Ending December 31, 2018 (3-year term)</u>			
Robert A. Bowen*^	785 Rosewood Lane York, PA 17403 <a href="mailto:RBowen5245@hotmail.com">RBowen5245@hotmail.com</a>	(O) 849-1058 (H) 428-6961	York 2
Rev. Dr. Neal O. Hively	255 Opal Drive Chambersburg, PA 17201 <a href="mailto:trinitylc@comcast.net">trinitylc@comcast.net</a> <a href="mailto:nealhively@comcast.net">nealhively@comcast.net</a>	(O) 263-8156 (H) 267-3761	Chambersburg 2
Penny Myers	90 Steffie Drive Mt. Wolf, PA 17347 <a href="mailto:Pennymyers1@aol.com">Pennymyers1@aol.com</a>	(H) 266-5146 (C) 619-4175	York 1
Donna Nicholson^	138 Twin Lakes Drive Gettysburg, PA 17325 <a href="mailto:dnicholson@supernet.com">dnicholson@supernet.com</a>	(H) 337-9534 (C) 253-3062	Gettysburg 2
Mike Ocker	105 Fifth Avenue Chambersburg, PA 17201 <a href="mailto:mike@ockeraaccounting.com">mike@ockeraaccounting.com</a>	(C) 352-3737 (O) 65807840	Chambersburg 1
Rev. Dr. Daniel Yeiser	4057 Robin Hood Drive York, PA 17408 <a href="mailto:pastordan@stmatlutheran.org">pastordan@stmatlutheran.org</a>	(W) 637-7101 (C) 634-4025	York 1

**Lower Susquehanna Synod ELCA**  
Bishop James Dunlop

Lower Susquehanna Synod, ELCA (O) 652-1852, ext. 106  
900 South Arlington Avenue (O) 1-800-692-7282  
Room 220B  
Harrisburg, PA 17109  
[jdunlop@lss-elca.org](mailto:jdunlop@lss-elca.org)

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

**Staff:** 1050 Pennsylvania Avenue, York, PA 17404  
Phone: 717-854-3971 / FAX: 717-852-0900  
E-mail: First name initial, last name @spiritrustlutheran.org  
Example: [cwhitley@spiritrustlutheran.org](mailto:cwhitley@spiritrustlutheran.org)

Robert L. Rundle, President (O) 854-3324  
Chris Whitley, Executive Assistant (O) 854-3971, Extension 10411

**Exhibit 3**

*Robert L. Rundle, Jr., CPA  
44 Lake Meade Drive  
East Berlin, PA 17316*

---

**Employment History:**

**July 2000 to Present**

President/Chief Executive Officer, SpiriTrust Lutheran, formerly known as Lutheran Social Services of South Central Pennsylvania

The President/CEO is responsible to ensure the Mission and Vision of the agency and carries out in a manner consistent with our Core Values.

**January 1999 – June 2000**

Executive Vice President for Management Services  
Lutheran Social Services of South Central Pennsylvania  
Responsible for the support services of LSS and all associated subsidiaries, including the visioning, planning and implementation of new programs. Responsibilities also include the role of liaison to all joint ventures.

**June 1994 – December 1998**

Senior Vice President for Financial Management and Planning  
Lutheran Social Services of South Central Pennsylvania  
Responsible for the financial operations of all divisions of the \$32 million social ministry Organization, including its financial restructuring.

**January 1990 – June 1994**

Vice President for Finance, Lutheran Welfare Service of Northeastern Pennsylvania, Inc.,  
Responsible for the financial operations of all divisions of the \$12 million corporation,  
including its financial restructuring.

**August 1998 – December 1999**

Lutheran Welfare Service of Northeastern Pennsylvania, Inc., Director of Finance

**August 1985 – August 1998**

Fidelity Management Group, Inc., Controller for companies owned by Charles J. Wilson

### **November 1983 – August 1985**

Senior Auditor specializing in the health care industry  
Parente, Randolph, Orlando, Carey and Associates, CPAs  
Directly responsible to engagement partner for supervision of staff and preparation of financial statement and cost reports.

### **June 1981 – November 1983**

Thomas V. Tinsley and Company, CPAs - Senior Accountant  
A small public accounting firm with duties including government audits and tax preparation.

### **Education History:**

Kings College, Wilkes-Barre, PA – Graduated 1981 (cum laude)  
Bachelor of Science Degree in Accounting and Business Administration

Bishop Hoban High School, Wilkes-Barre, PA

### **Professional Associations:**

Pennsylvania Institute of Certified Public Accountants (PICPA)  
American Institute of Certified Public Accountants (AICPA)

### **Other Committee and Community Involvement**

Past Chair, Kairos Health Systems  
Immediate Past Chair, CEN-PANPHA  
Board member, PANPHA (until 6/12)  
Chair, Board member, Lutheran Planned Giving  
Committee member, PLN-LSA  
Committee member, PANPHA reimbursement committee  
PANPHA CEN-PANPHA legislative committee  
Gettysburg Seminary Business Council  
LSA OASIS consultant  
Chair, Lutheran Disaster Response Advisory Committee

### **Presentations:**


Presented “Financial Management Basics for the CEO” at the Lutheran Services in America CEO Academy since 2003.

**SpiriTrust Lutheran, The Village At Gettysburg**

**DISCLOSURE STATEMENT**

**Exhibit 4**

**2016 Fee Schedule**


**Spiritrust Lutheran®**  
 The Village at Gettysburg  
**Residential Living Units Fee Schedule**  
 Effective January 1, 2016

<u>Apartments</u> <u>Unit Number</u>	<u>Description</u> <u>(See Codes)</u>	<u>2016</u> <u>Traditional Entrance</u> <u>Fee Plan</u>	<u>2016</u> <u>Estate Preservation</u> <u>Plan I</u>	<u>2016</u> <u>Estate Preservation</u> <u>Plan II</u>
300	A/C, 1-B	72,500	108,700	130,400
301	A/C, 1-B	72,500	108,700	130,400
302	A/C, 2-B	92,100	138,100	165,700
303	A/C, 1-B	72,500	108,700	130,400
304	A/C, 2-B	92,100	138,100	165,700
305	A/C, 1-B	72,500	108,700	130,400
306	A/C, 1-B	72,500	108,700	130,400
307	A/C, 1-B	72,500	108,700	130,400
308	A/C, 1-B	72,500	108,700	130,400
400	A/C, 1-B	72,500	108,700	130,400
401	A/C, 1-B	72,500	108,700	130,400
402	A/C, 2-B	92,100	138,100	165,700
403	A/C, 1-B	72,500	108,700	130,400
404	A/C, 2-B	92,100	138,100	165,700
405	A/C, 1-B	72,500	108,700	130,400
406	A/C, 1-B	72,500	108,700	130,400
407	A/C, 1-B	72,500	108,700	130,400
408	A/C, 1-B+	85,400	128,100	153,700
409	A/C, 1-B	72,500	108,700	130,400
411	A/C, 1-B	72,500	108,700	130,400
413	A/C, 1-B	72,500	108,700	130,400

**Codes:**      A/C - Air Conditioning                      x-B - Number of Bedrooms

**Notes:**

1. In addition, a Monthly Service Fee of \$700 is charged.
2.
  - a. Under the Traditional Entrance Fee Plan, the deposit will be amortized over 96 months.
  - b. Under the Estate Preservation Plan I, the deposit will be amortized over 46 months with a refund of 50% of entrance fee.
  - c. Under the Estate Preservation Plan II, the deposit will be amortized over 16 months with a refund of 80% of entrance fee.
3. Prepayment agreements in effect at 12/31/2015 remain at agreement rates/terms.
4. Rental Plan may be offered on select units with approval from CEO.
5. Additional marketing incentives may be approved by CEO.





The Village at Gettysburg  
Residential Living Units Fee Schedule  
Effective January 1, 2016

Cottages Unit Number	Description (See Codes)	2016 Traditional Entrance Fee Plan	2016 Estate Preservation Plan I	2016 Estate Preservation Plan II
2	A/C,1-B,G,EP2	141,200	211,800	254,200
4	A/C,1-B,1.5 BA,G, SR, P	190,200	285,300	342,360
6	A/C,1-B,G,P	141,200	211,800	254,160
8	A/C,1-B,G,P, SR	166,700	250,050	300,060
100	A/C,3-B,2G,2-BA,SR	255,500	383,250	459,900
101	A/C,2-B,G,1.5BA,D	199,100	298,650	358,380
102	A/C,2-B,G,2BA,SR,P	238,300	357,450	428,940
103	A/C,3-B,G,2-BA,SR	220,700	331,050	397,260
104	A/C,2-B,G,2-BA,EP2,P	218,300	327,450	392,940
106	A/C,3-B,2G,EP2,Bt	240,500	360,750	432,900
111	A/C,3-B,G,2-BA,SR	269,100	403,650	484,380
112	A/C,2-B,G	195,100	292,650	351,180
113	A/C,2-B,1.5-BA,D,SR	216,200	324,300	389,160
114	A/C,2-B,G,EP2,1.5-BA	195,900	293,850	352,620
115	A/C,2-B,1.5-BA,SR, P	200,100	300,150	360,180
116	A/C,2-B,P,1.5-BA, SR	206,300	309,450	371,340
117	A/C,2-B,G,1.5-BA,SR, P	233,200	349,800	419,760
118	A/C,2-B,G,2-BA,SR,P	249,900	374,850	449,820
119	A/C,2-B,1.5BA,EP2	184,500	276,750	332,100
120	A/C,2-B,1.5BA,SR,P, STR	227,500	341,250	409,500
121	A/C,2-B,G,2-BA,SR,STR,D	284,200	426,300	511,560
122	A/C,2-B,G,2-BA,EP1	212,900	319,350	383,220
124	A/C,3-B,G,1.5BA,SR,P	235,300	352,950	423,540
126	A/C,2-B,EP2	151,500	227,250	272,700
128	A/C,2-B,EP2	140,300	210,450	252,540
130	A/C,2-B,G	183,300	274,950	329,940
132	A/C,2-B,EP2	151,500	227,250	272,700
134	A/C,2-B,SR	166,700	250,050	300,060
136	A/C,2-B,G,2BA,P,D	194,500	291,750	350,100
138	A/C,2-B,1.5BA, SR, P	171,300	256,950	308,340
140	A/C,2-B,1.5-BA,SR,P	181,900	272,850	327,420
142	A/C,2-B,EP2	151,500	227,250	272,700
144	A/C,2-B,G,SR,1.5-BA	209,600	314,400	377,280
146	A/C,2-B,2-BA, D, P	174,600	261,900	314,280
148	A/C,2-B,1.5BA,SR,P	169,500	254,250	305,100
150	A/C,1-B,G,SR,1.5-BA,O	209,500	314,250	377,100
152	A/C,2-B,G,1.5-BA,SR	209,600	314,400	377,280
154	A/C,2-B,EP2	144,800	217,200	260,640
156	A/C,2-B,2-BA, D, P	174,600	261,900	314,280
158	A/C,1-B,G,1.5-BA,SR,P,O	211,700	317,550	381,060
160	A/C,1-B,G,1.5-BA,SR,P,O	211,700	317,550	381,060
162	A/C,2-B,SR	162,500	243,750	292,500
164	A/C,2-B,SR	162,500	243,750	292,500
166	A/C,1-B,G,1.5BA,SR,P,O	211,700	317,550	381,060
168	A/C,1-B,G,1.5BA,SR,P,O	211,700	317,550	381,060
172	A/C,2-B, D, 2-BA,2G,P	264,600	396,900	476,280
174	A/C,2-B,G,SR	204,500	306,750	368,100
176	A/C,2-B,SR	162,500	243,750	292,500
178	A/C,2-B,1.5-BA,SR,EP1	167,200	250,800	300,960
180	A/C,2-B,EP2	151,500	227,250	272,700
182	A/C,1-B,1.5-BA,SR,P,O	187,600	281,400	337,680
184	A/C,2-B,SR	156,600	234,900	281,880
186	A/C,2-B,EP2	151,500	227,250	272,700
188	A/C,2-B,SR	162,500	243,750	292,500



**The Village at Gettysburg  
Residential Living Units Fee Schedule  
Effective January 1, 2016**

<u>Cottages</u> <u>Unit Number</u>	<u>Description</u> <u>(See Codes)</u>	<u>2016</u> <u>Traditional Entrance</u> <u>Fee Plan</u>	<u>2016</u> <u>Estate Preservation</u> <u>Plan I</u>	<u>2016</u> <u>Estate Preservation</u> <u>Plan II</u>
190	A/C,2-B,1.5-BA,SR	165,000	247,500	297,000
192	A/C,2-B,EP2	151,500	227,250	272,700

**Codes:** A/C - Air Conditioning    x-B - Number of Bedrooms    x-BA - Number of Bathrooms  
 Bt - Basement    EP1 - Small Enclosed Patio    (if more than 1)  
 G - 1 Car Garage    EP2 - Enclosed Patio    BR - Breezeway  
 2G - 2 Car Garage    CP - Carport    D - Den  
 STR - Storage Room    SR - Sun Room    P - Patio    O - Open Floor Plan

**Notes:**

1. In addition, a Monthly Service Fee of \$767 is charged.
2.
  - a. Under the Traditional Entrance Fee Plan, the deposit will be amortized over 96 months.
  - b. Under the Estate Preservation Plan I, the deposit will be amortized over 46 months with a refund of 50% of entrance fee.
  - c. Under the Estate Preservation Plan II, the deposit will be amortized over 16 months with a refund of 80% of entrance fee.
3. Prepayment agreements in effect at 12/31/2015 remain at agreement rates /terms.
4. Rental Plan may be offered on select units with approval from CEO
5. Additional marketing incentives may be approved by CEO

**SpiriTrust Lutheran, The Village At Gettysburg**

**DISCLOSURE STATEMENT**

**Exhibit 5A**

**SKILLED NURSING FACILITY ADMISSION AGREEMENT  
(SKILLED CARE CENTER) INSERT**



## **SKILLED CARE ADMISSION AGREEMENT**

## TABLE OF CONTENTS

	<u>Page</u>
<b>1. PROVISION OF SERVICES.....</b>	<b>1</b>
1.1 BASIC SERVICES .....	1
1.2 ANCILLARY SERVICES AND SUPPLIES.....	1
1.3 SERVICES OF OTHER PROVIDERS AND NON-CENTER SERVICES.....	2
1.4 ROLE OF ATTENDING PHYSICIAN AND MEDICAL DIRECTOR.....	2
<b>2. CHARGES.....</b>	<b>2</b>
2.1 RECURRING/PERIODIC CHARGES FOR BASIC SERVICES.....	2
2.2 ADDITIONAL CHARGES FOR ANCILLARY SERVICES AND SUPPLIES .....	2
2.3 CHARGES FOR OUTSIDE AND NON-CENTER SERVICES .....	3
<b>3. PERIODIC BILLINGS AND PAYMENT DUE DATE.....</b>	<b>3</b>
3.1 MONTHLY STATEMENTS AND OTHER BILLINGS .....	3
3.2 MODIFICATION OF CHARGES.....	3
3.3 LATE CHARGES AND COST OF COLLECTION .....	3
3.4 OBLIGATIONS OF RESIDENT’S ESTATE AND ASSIGNMENT OF PROPERTY .....	3
<b>4. MEDICARE/MEDICAID PROGRAMS .....</b>	<b>4</b>
4.1 PARTICIPATION IN PROGRAMS .....	4
4.2 ACTIONS OF MEDICAID AND MEDICARE AGENCIES.....	4
4.3 MEDICAID BENEFITS.....	4
a. <i>Obligations of Resident</i> .....	4
b. <i>Patient Pay Amount</i> .....	5
c. <i>Determination of Eligibility</i> .....	5
d. <i>Authorization to Apply for and/or Appeal (Medicaid)</i> .....	5
e. <i>Authorization to File a Hardship Waiver with DHS on Behalf of Resident</i> .....	6
4.4 MEDICARE PART A AND PART B BENEFITS.....	7
MEDICARE PART B PAYMENT LIMITATIONS: THERAPY CAPS .....	7
a. <i>General</i> .....	7
b. <i>Resident’s Responsibility to Pay for Therapy Services Beyond the Capped Amounts</i> .....	7
C. PERMISSION TO BILL MEDICARE A AND OR B: .....	8
4.5 MEDICARE PART D PRESCRIPTION DRUG BENEFITS.....	8
a. <i>Enrollment in Medicare Part D Plan</i> .....	8
b. <i>Resident’s Responsibility to Pay for Pharmaceuticals</i> .....	8
c. <i>Actions of Medicare Part D Plan</i> .....	9
d. <i>Dually Eligible Residents</i> .....	9
e. <i>Billing and Resident Cost Sharing Obligations</i> .....	9
f. <i>Authorization to Request and/or Appeal Coverage Determinations</i> .....	10
g. <i>No Effect on Medicare Part A Covered Skilled Care Services</i> .....	11
4.6 NON-COVERED SERVICES.....	11
<b>5. MANAGED CARE ORGANIZATIONS.....</b>	<b>11</b>
5.1 PARTICIPATION IN MANAGED CARE ORGANIZATIONS .....	11
5.2 ENROLLMENT IN A MANAGED CARE ORGANIZATION .....	11
5.3 ACTIONS OF MANAGED CARE ORGANIZATION.....	11
5.4 OBLIGATIONS OF RESIDENT .....	11
5.5 WITHDRAWAL FROM PARTICIPATION IN THE MCO .....	12
5.6 NOTICE OF CHANGE IN INSURANCE COVERAGE .....	12
<b>6. DURABLE FINANCIAL POWER-OF-ATTORNEY .....</b>	<b>12</b>

<b>7.</b>	<b>READMISSION-BED HOLD POLICY.....</b>	<b>13</b>
7.1	PRIVATE PAY RESIDENTS.....	13
7.2	MEDICAL ASSISTANCE RESIDENTS.....	13
7.3	MEDICARE RESIDENTS.....	14
<b>8.</b>	<b>OBLIGATIONS OF RESPONSIBLE PERSON.....</b>	<b>14</b>
8.1	GENERAL OBLIGATIONS.....	14
(a)	<i>Designation of Responsible Person</i> .....	14
(b)	<i>Accuracy of Resident's Information</i> .....	15
(c)	<i>Access to Resident's Income</i> .....	15
(d)	<i>Misuse of Resident's Financial Resources</i> .....	15
(e)	<i>Application for Medical Assistance</i> .....	16
8.2	POTENTIAL LIABILITY.....	17
<b>9.</b>	<b>PERSONAL FINANCES.....</b>	<b>18</b>
9.1	PERSONAL FUNDS MANAGEMENT.....	18
9.2	REFUNDS OF PERSONAL FUNDS.....	18
9.3	REFUNDS OF PREPAYMENTS OR OVERPAYMENTS.....	18
<b>10.</b>	<b>TERMINATION, TRANSFER OR DISCHARGE.....</b>	<b>19</b>
10.1	RESIDENT INITIATED.....	19
10.2	CENTER INITIATED.....	19
10.3	NOTICE AND WAIVER OF NOTICE.....	20
10.4	LEVEL OF CARE TRANSFER OR DISCHARGE.....	20
10.5	WITHDRAWAL AGAINST ADVICE.....	20
<b>11.</b>	<b>THIRD-PARTY PAYMENTS.....</b>	<b>21</b>
11.1	ELIGIBILITY FOR THIRD PARTY PAYMENTS.....	21
11.2	ASSIGNMENT OF PAYMENTS.....	21
A.	ASSIGNMENT OF BENEFITS: I REQUEST THAT PAYMENT OF.....	21
11.3	INSURANCE.....	22
<b>12.</b>	<b>RESIDENT RECORDS.....</b>	<b>22</b>
<b>13.</b>	<b>TREATMENT AUTHORIZATION.....</b>	<b>22</b>
<b>14.</b>	<b>CAPACITY OF RESIDENT AND GUARDIANSHIP.....</b>	<b>22</b>
<b>15.</b>	<b>MISCELLANEOUS PROVISIONS.....</b>	<b>23</b>
15.1	GOVERNING LAW.....	23
15.2	SEVERABILITY.....	23
15.3	ENTIRE AGREEMENT.....	23
15.4	MODIFICATIONS.....	23
15.5	WAIVER OF PROVISIONS.....	23
<b>16.</b>	<b>ACKNOWLEDGEMENTS.....</b>	<b>24</b>
16.1	SCHEDULE OF CHARGES.....	24
16.2	ADVANCE DIRECTIVES.....	24
A.	THE PATIENT SELF DETERMINATION ACT OF 1990.....	24
B.	ACT 169.....	24
<b>17.</b>	<b>AGREEMENT.....</b>	<b>25</b>

## SKILLED CARE ADMISSION AGREEMENT

THIS AGREEMENT, is made by and between **SpiriTrust Lutheran, The Village at Gettysburg**, a Pennsylvania non-profit corporation located at 1050 Pennsylvania Avenue, York, Pennsylvania, (called "Center") and \_\_\_\_\_ (called "Resident") for admission of Resident to SpiriTrust Lutheran, The Village at Gettysburg, and \_\_\_\_\_, Resident's legal representative and/or the individual who has access to Resident's income and financial resources available to pay for skilled care (called "Responsible Person").

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

Therefore, Center, Resident, and Responsible Person, if any, agree to the following terms and conditions pursuant to Admission on \_\_\_\_\_.

### 1. PROVISION OF SERVICES.

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

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

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

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

## **2. CHARGES.**

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

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



provided at charges established by Center. The charges for ancillary services and supplies are subject to change from time to time.

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

### **3. PERIODIC BILLINGS AND PAYMENT DUE DATE.**

**3.1 Monthly Statements and Other Billings.** On or before the fifth (5<sup>th</sup>) calendar day of each month, Resident or Responsible Person will be sent a billing statement reflecting charges for skilled services for the upcoming month and charges for ancillary services and supplies which were incurred in the prior month.

**3.2 Modification of Charges.** Center reserves the right to change from time to time the amount of its charges or how and when its charges are computed, billed or become due. Center shall provide thirty (30) days advance written notice of any such changes.

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

**3.4 Obligations of Resident's Estate and Assignment of Property.** Resident and Responsible Person acknowledge the charges for services provided under this

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

#### **4. MEDICARE/MEDICAID PROGRAMS.**

**4.1 Participation in Programs.** Center currently participates in the Pennsylvania Medical Assistance program ("Medicaid") and the federal Medicare program. The Center reserves the right to withdraw from the Medicaid or Medicare programs at any time in accordance with law.

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

#### **4.3 Medicaid Benefits.**

- a. **Obligations of Resident.** Resident is obligated to make full and complete disclosure regarding all financial resources and income during the application process. Failure to identify all resources and income, or the submission of false information, may result in the termination of this Agreement. Resident is obligated to notify the Center when Resident's resources available to satisfy the Resident's financial obligations under this Agreement have been reduced to Twenty Thousand Dollars (\$20,000). Resident is obligated to apply for Medicaid benefits at such time as Resident's resources will no longer be sufficient to pay all the Center charges for Resident's care and stay or when directed to do so by the

Center. In the event Resident applies for Medicaid benefits, Resident shall continue to pay and apply all of Resident's available resources toward the fulfillment of Resident's financial obligations under this Agreement while the Medicaid application is pending an eligibility determination by DHS.

- b. **Patient Pay Amount.** For residents approved for Medicaid benefits, the Center will accept payment from the Commonwealth of Pennsylvania and, if applicable, the Resident's Patient Pay Amount as determined by DHS as payment in full only for those services covered by the Medicaid program. Resident remains obligated to pay such Patient Pay Amount, less any qualified medical expense deductions, on a monthly basis. Services covered by Medicaid are identified in the Resident Handbook, and the Resident remains obligated to pay for those services not included. In the event Resident applies for Medical Assistance benefits, Resident or Responsible Person, upon request of Center, and to the extent permitted by law, shall arrange for assignment to the Center of any payment on behalf of Resident in an amount equivalent to the Patient Pay Amount as determined by DHS.
- c. **Determination of Eligibility.** Resident and Responsible Person are obligated to cooperate fully in any Medicaid eligibility determination or redetermination process. In the event that Resident's eligibility for Medicaid benefits is denied, interrupted or terminated due to the failure of Resident or Responsible Person to cooperate in the Medical Assistance application, redetermination or appeal process, the Resident and Responsible Person shall be liable for the daily rate plus charges for ancillary services and supplies during any non-payment, and the Center may terminate this Agreement.
- d. **Authorization to Apply for and/or Appeal (Medicaid).** In the event of Resident's incapacity and in situations where Resident's resources are depleted or appear to be depleted to the extent that Resident can no longer pay privately for skilled care, and it appears that Resident has become or will become eligible for Medicaid benefits to cover the cost of Resident's continued stay in the Center; and if there is no other legal representative of Resident

known to the Center or other friend or relative known to the Center who is authorized and/or is available or willing to act on Resident's behalf, after the Center has made a good faith effort to identify such persons; then Resident hereby authorizes the Center to request, file and/or apply for Medicaid benefits on behalf of Resident for the limited purpose of assisting Resident to secure payment through the Medical Assistance program for Resident's continued stay in the Center. In the event the application for Medicaid benefits filed on behalf of the Resident is denied, or in the event Medicaid benefits are granted and subsequently discontinued, Resident hereby authorizes the Center to file on Resident's behalf an appeal of any such denial of Medicaid eligibility or discontinuance of Medicaid benefits, and to take such actions to secure Resident's Medicaid benefits as the Center deems reasonably necessary or appropriate and consistent with law. Resident warrants and represents that the financial information disclosed in the Application for Admission is true and accurate and may be relied on by the Center in pursuing Medicaid benefits on behalf of Resident.

- e. **Authorization to File a Hardship Waiver with DHS on Behalf of Resident.** If DPW's application of the "transfer of assets" or "look-back period" requirements for Medical Assistance Eligibility as established by the federal Deficit Reduction Act of 2005 operates to deprive Resident of medical care, food, clothing or shelter, or if Resident's life would be endangered as a result of DHS's Medical Assistance Eligibility decisions, then in the event of Resident's incapacity, and if there is no other legal representative of Resident known to the Center or any other friend or relative known to the Center who is authorized and/or is promptly available or willing to act timely on behalf of Resident, then Resident authorizes Center to file a Hardship Waiver with DHS on Resident's behalf, consistent with the procedures established by DHS pursuant to the requirements of Section 6011 of the Deficit Reduction Act of 2005.

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

**Medicare Part B Payment Limitations: Therapy Caps.**

- a. **General.** Effective January 1, 2006, CMS imposed payment limitations on covered therapy services provided to individuals who are eligible beneficiaries under Medicare Part B. Under this financial limitation, Medicare will pay an annual capped amount for physical and speech therapy (combined) and an annual capped amount for occupational therapy. The capped amounts are revised by CMS annually. Center shall provide Resident and/or Responsible Person with notice of the current capped amounts as appropriate.
  
- b. **Resident's Responsibility to Pay for Therapy Services Beyond the Capped Amounts.** Resident is responsible to pay the charges for all medically necessary therapy services in excess of the annual capped amounts, unless such therapy services are covered in whole or in part by private insurance or another government reimbursement program. In the event that another government reimbursement program or available third party payor or insurance program denies coverage for therapy services provided to Resident after exhaustion of the annual capped amount, then Resident or Responsible Person shall remain responsible to pay all fees and costs for all such therapy services. If Resident is not eligible for Medical Assistance, then failure to pay for therapy services rendered above the capped amount shall be grounds for termination and discharge from Center pursuant to Section 11 of this Agreement.

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

#### 4.5 Medicare Part D Prescription Drug Benefits.

- a. **Enrollment in Medicare Part D Plan.** If Resident is an eligible beneficiary under the Medicare Part D insurance program and has enrolled or has been mandatorily enrolled in a Medicare Part D Prescription Drug or Medicare Advantage Plan (“PDP”), Resident shall advise Center in writing of Resident’s chosen PDP upon admission. In the event that Resident becomes an eligible beneficiary under Medicare Part D after admission, or subsequently chooses to enroll in a PDP following admission, Resident shall notify Center in writing of Resident’s chosen PDP prior to enrollment in the PDP. Resident shall advise Center if Resident elects to change PDPs, and shall provide written notice of such election, including the name/identity of the newly-selected PDP prior to the effective date of the change in the PDP.
- b. **Resident’s Responsibility to Pay for Pharmaceuticals.** Resident is responsible to pay the charges for all prescription and other drugs or medications while a resident in Center, except to the extent that such drugs and medications are covered in whole or in part by any applicable government reimbursement program. Some or all of the charges for prescription drugs and other drugs and medications may be covered by certain benefits available through Medicare Part D or other private insurance or governmental insurance/benefit programs, including Medicare Part A or B. In the event that coverage for any prescription drug, supply, medication or pharmaceutical provided to Resident is denied by

any applicable governmental reimbursement program or other potentially available third party payor or insurance program, then Resident or Responsible Person shall remain responsible to pay for all such prescription drugs, supplies, other medications or pharmaceuticals.

- c. **Actions of Medicare Part D Plan.** Center is not responsible for and has made no representations regarding the actions or decisions of any PDP, including, but not limited to, decisions relating to the establishment of the PDP formulary, denial of coverage issues, or contractual arrangements between the PDP and the Resident, and with respect to any decisions made by the PDP relating to any long term care pharmacy provider that may be under contract with Center.
  
- d. **Dually Eligible Residents.** If Resident becomes eligible for Medicaid at any time during Resident's stay at Center, and also qualifies for benefits under the Medicare Program, then Resident shall be required to enroll in a PDP to ensure coverage of Resident's prescription drug needs. Resident and/or Responsible Person shall take all necessary action to enroll Resident in a PDP, and shall advise Center of such enrollment upon Resident's acceptance into the PDP. Resident acknowledges that should Resident and/or Responsible Person fail to select a PDP, then CMS will assign Resident to a PDP. Resident shall provide written notice to Center of the name of the Resident's PDP and the effective date of enrollment.
  
- e. **Billing and Resident Cost Sharing Obligations.** To the extent that Resident is a beneficiary under Medicare Part D, and the pharmacy prescriptions and/or services ordered by a physician are covered by Medicare Part D, then the Pharmaceutical Provider (as required by law) shall bill the charges for the covered services to the Resident's PDP. Resident is responsible for and shall pay any and all cost-sharing amounts applicable under Medicare Part D insurance. Center shall not be responsible to pay for any fees or cost-sharing amounts, including co-insurance and deductibles, relating to the provision of covered Medicare Part D pharmaceuticals to Resident. To the extent that Resident may

qualify as a “subsidy eligible individual” who would be entitled to a reduction or elimination of some or all of the cost-sharing or premium amounts under the Medicare Part D benefit, Resident and/or Responsible Person has the sole responsibility to apply for such benefits.

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

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

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

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



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

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

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

## **5. MANAGED CARE ORGANIZATIONS.**

**5.1 Participation in Managed Care Organizations.** The Center is an authorized provider of skilled care services to members of certain managed care organizations (MCOs).

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

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

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

and other costs assigned to Resident and charges for services or supplies not covered by the specific terms of the managed care plan are identified in the Schedule of Charges. Managed care plans typically require pre-authorization of services by the MCO. If Resident chooses to have services which the MCO refuses to pre-authorize, Resident shall pay the Center for those services. Resident shall pay the Center in a timely manner for all non-covered services retroactive to the date of the initial delivery of services.

- 5.5 Withdrawal from Participation in the MCO.** The Center reserves the right to terminate its contractual relationship and its status as a network or authorized provider with one or more of the listed MCOs at any time in accordance with law and the terms of the applicable agreement. In the event that the Center terminates its contractual relationship with the MCO in which Resident is enrolled, Resident may convert his or her coverage to a health plan for whom the Center is an authorized provider or transfer to a Center that is an authorized provider for Resident's MCO. The Center shall provide thirty (30) days advance notice of its decision to withdraw as a participating provider from Resident's MCO so Resident and the MCO can coordinate a transfer to another Center.
- 5.6 Notice of Change in Insurance Coverage.** Resident and/or Responsible Person shall notify the Center immediately of any change in Resident's insurance status or coverage made by the insurance carrier including, but not limited to, being dropped by the insurance carrier for any reason, or a decrease or increase in insurance benefits. Resident and/or Responsible Person shall give the Center notice before Resident is unable to meet Resident's insurance premium or before Resident implements an increase, decrease or termination from insurance coverage.
- 6. DURABLE FINANCIAL POWER-OF-ATTORNEY.** Resident is strongly encouraged to furnish to Center, no later than the date of admission, a durable Power-of-Attorney executed by Resident as Principal designating someone other than the Center or a representative or affiliate of Center as Agent, for the limited purpose of financial decisions and payment of services. In the event Resident fails to designate an Agent under a Power-of-Attorney, Resident shall be responsible to pay for any guardianship proceedings related to the appointment of someone or a legal entity to make decisions on behalf of Resident, if and when Resident lacks capacity to make such decisions as determined by Center.

## 7. READMISSION-BED HOLD POLICY

- 7.1 Private Pay Residents.** If Resident leaves Center for a period of hospitalization, therapeutic leave, or any other reason (other than Resident's death), and if Resident is not eligible for, or receiving Medical Assistance benefits, Resident or Responsible Person may reserve a bed by electing, verbally and in writing, to pay the daily rate in effect during the time period of Resident's temporary absence. After an absence of fifteen (15) consecutive days due to hospitalization, or thirty (30) days per year due to therapeutic leave, the Resident shall receive a credit as indicated on the Center's Schedule of Charges for each additional day of absence during any bed reservation period. If Resident or Responsible Person, either verbally or in writing, elects not to reserve a bed or Resident or Responsible Person fails to make a verbal or written election to reserve a bed within twenty-four (24) hours of Resident's departure from Center, then Resident's or Responsible Person's decision not to reserve a bed or his/her failure to make an election shall be construed as a request for discharge, and the Resident will be voluntarily discharged from Center effective the date of the Resident's transfer. Readmission of Resident to the Center shall be subject to bed availability.
- 7.2 Medical Assistance Residents.** If Resident is eligible for or receiving Medical Assistance benefits, and Resident leaves Center for a period of hospitalization or therapeutic leave, Resident's bed will be reserved for the applicable maximum number of days paid for a reserved bed under the Pennsylvania Medical Assistance Program. The bed reservation period may be subject to change in accordance with any changes in the Pennsylvania Medical Assistance Program. If the period of hospitalization or therapeutic leave exceeds the maximum time for reservation of a bed under the Pennsylvania Medical Assistance Program, then Resident will be entitled to the first available accommodation suitable for Resident's level of care if, at the time of readmission, Resident requires the services provided by the Center. Alternatively, following the lapse of the bed reservation period covered by the Medical Assistance Program, Resident may reserve a bed by electing to pay the Medical Assistance per diem rate charged immediately prior to the leave, and by providing written notice and advance payment for the days included in the reservation period.

**7.3 Medicare Residents.** In the event that a resident eligible for Medicare Part A benefits is transferred to or readmitted to a hospital, the Medicare Part A benefit does not cover periods of hospitalization, beginning with the date the Resident is admitted to the hospital (or, if the Resident does not return to the Center by midnight of the day of Resident's departure from Center, then the date the Resident is transferred to the hospital), and continuing until Resident's return from the hospital. Resident or Responsible Person may reserve a bed by electing, verbally and in writing, to pay the daily rate in effect during the time period of Resident's temporary absence. If Resident or Responsible Person, either verbally or in writing, elects not to reserve a bed or Resident or Responsible Person fails to make a verbal or written election to reserve a bed within twenty-four (24) hours of Resident's departure from Center, then Resident's or Responsible Person's decision not to reserve a bed or his/her failure to make an election shall be construed as a request for discharge, and the Resident will be voluntarily discharged from Center effective the date of the Resident's transfer. Readmission of Resident to the Center shall be subject to bed availability.

## **8. OBLIGATIONS OF RESPONSIBLE PERSON.**

### **8.1 General Obligations.**

(a) **Designation of Responsible Person.** Resident has the right to identify a Responsible Person (usually the Agent in the Resident's Power of Attorney or Guardian), who shall be entitled to receive notice in the event of transfer or discharge or material changes in the Resident's condition, and changes to this Agreement. Resident elects to name \_\_\_\_\_, as the Responsible Person. The Resident's selected Responsible Person shall sign this Agreement in recognition of this designation with the intent to be legally bound by all provisions in this Agreement. The Responsible Person shall be obligated to fulfill the duties on behalf of the Resident imposed by this Agreement in accordance with the law governing fiduciary duties. The Center may petition a court to appoint a Guardian and take other legal action if the Center reasonably believes that the Resident's needs are not being properly met or the duties imposed by this Agreement are not being fulfilled by the Responsible

Person. Resident, Resident's estate, or Responsible Person shall pay the cost of such Guardianship proceedings, including attorneys' fees.

- (b) **Accuracy of Resident's Information.** Responsible Person affirms that the information provided in the Application for Admission and related documents are true and correct to the best of his or her knowledge. Responsible Person acknowledges that the submission of any false information, misrepresentation or lack of disclosure may result in the termination of this Agreement and may result in the discharge of the Resident from the Center at the Resident and/or Responsible Person's expense.
- (c) **Access to Resident's Income.** Responsible Person affirms that he or she has access to Resident's income and resources and that Resident's income and resources are available to pay for Resident's care in the Center. The Responsible Person shall provide payment from Resident's income and resources for such care. Responsible Person shall apply Resident's income and resources to the costs and charges incurred during Resident's stay unless such costs are paid by private insurance or other benefits such as Medicare, Veteran's Health Insurance or Medical Assistance. When the Resident's financial resources warrant it, Responsible Person shall take any and all actions necessary and appropriate to initiate, make and conclude application for Medical Assistance benefits on behalf of the Resident, including providing all necessary documentation, complying with deadlines and pursuing all necessary appeals. Responsible Person shall exercise diligent efforts in the application and appeal processes to assure continued benefits from any third party or government payor. Responsible Person shall utilize Resident's income and resources only for Resident and shall not utilize any of Resident's income or resources for Responsible Person's benefit nor transfer any of Resident's real property except for fair market value for the benefit of Resident.
- (d) **Misuse of Resident's Financial Resources.** Responsible Person is obligated to pay Center from Resident's financial resources for services and supplies provided to Resident in accordance with this

Agreement. If the Responsible Person withholds or misappropriates Resident's financial resources for personal use or gifts, or otherwise does not use the Resident's financial resources to fulfill Resident's financial obligations to Center for services and supplies provided to Resident in accordance with this Agreement, then Responsible Person shall be liable for payment up to the value of the misused or misappropriated property. Responsible Person is also obligated to pay Center for all losses or damages incurred by Center by the failure of the Responsible Person to fulfill his/her duties under this Agreement. In the event that Center initiates any legal actions or proceedings to collect payments due from Resident and Responsible Person under this Agreement, or to enforce Responsible Person's obligations under this Agreement, then Resident and Responsible Person shall pay all damages, attorneys' fees and costs incurred by Center in pursuing the enforcement of Resident's and/or Responsible Person's financial or other obligations under this Agreement. Such damages, fees and costs may include, in the discretion of Center, an amount equivalent to any revenue lost by Center due to Responsible Person's failure to timely submit or complete a Medical Assistance application or to cooperate with DHS in the Medical Assistance eligibility determination.

- (e) **Application for Medical Assistance.** Responsible Person shall timely assist Resident in the preparation, completion and submission, if applicable, of Resident's application for Medical Assistance benefits. If Center, in its sole discretion, decides to assist in the Medical Assistance application, Resident and Responsible Person are still fully obligated to initiate, make and complete the Medical Assistance application. Center's assistance in the Medical Assistance application process does not waive Resident's or Responsible Person's duty or responsibility to timely complete and submit a Medical Assistance application if the Resident's financial resources become insufficient to pay amounts under this Agreement. The failure to initiate, make and complete the Medical Assistance application process may result in the discharge of Resident for non-payment and in liability to Responsible Person for losses incurred by Center for Responsible Person's failure to apply timely for Medical Assistance benefits.

In the event Resident applies for Medical Assistance benefits, Responsible Person shall pay the Patient Pay Amount monthly to Center. Responsible Person, at the request of Center and to the extent permitted by law, shall immediately sign over and/or designate the Center as the representative/designated payee for any income available to Resident in an amount not to exceed the Patient Pay Amount as determined by DHS. Responsible Person should take whatever action as may be necessary to insure that such payments are made directly to Center. Patient Pay Amount is determined by DHS and described in Section 5.3(b) above. If Resident is determined to be ineligible for Medical Assistance because Responsible Person fails to provide or submit necessary documents or fails to appeal timely so that Center is unable to obtain Medical Assistance reimbursement, then Center may terminate this Agreement for non-payment of stay and Responsible Person shall be liable for any losses sustained by Center as a result of such failure. Responsible Person shall be responsible for compliance with all other terms of this Agreement.

- 8.2 Potential Liability.** The Responsible Person's duties, obligations and responsibilities are set forth in this Section of the Agreement. By signing this Agreement, Responsible Person acknowledges he/she has read this Agreement, understands the terms herein, and that he/she shall be bound by all terms set forth in this Agreement. This Agreement shall not be construed or operate as a third party guaranty. Responsible Person is only responsible to pay for the costs and charges incurred by Resident under this Agreement from Resident's income and resources. In the event Responsible Person misuses or misappropriates Resident's financial resources, then Responsible Person shall be liable for the amount of financial resources misused or misappropriated. Responsible Person is responsible to comply with the other duties and obligations set forth in this Agreement.

**9. PERSONAL FINANCES.**

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

**a. Personal Fund Management:**

(1) \_\_\_\_\_  I choose to deposit personal funds with the center. Please see the Finance Office Manager to assist in opening a personal funds account.

(2) \_\_\_\_\_  I do not wish to deposit personal funds with the center.

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

**9.3 Refunds of Prepayments or Overpayments.** Any prepayments or overpayments made by Resident and held by the Center will be refunded, subject to deductions for payment of any outstanding bills or other amounts due the Center, within sixty (60) days after Resident's discharge or death. In the event of Resident's death, such refund will be made to the duly authorized representative of Resident's estate or to such other entities or persons entitled to the refund under current law. No interest shall accrue on any funds required to be refunded under this Agreement.



## 10. TERMINATION, TRANSFER OR DISCHARGE.

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

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

- a. the transfer or discharge is necessary to meet Resident's welfare and Resident's needs cannot be met in the Center;
- b. Resident's health has improved sufficiently so that Resident no longer needs the services provided by Center;
- c. the safety or health of individuals in the Center is or otherwise would be endangered;
- d. Resident has failed, after notice, to pay for (or to have paid or treated as paid under the Medicare or Medicaid Programs) charges for Resident's care and stay at Center; or
- e. Center ceases to operate.

**10.3 Notice and Waiver of Notice.** Center will notify Resident and Responsible Person (or if none, a family member or legal representative of the Resident, if known to Center) at least thirty (30) days in advance of transfer or discharge, except in situations when appropriate plans that are acceptable to the Resident can be implemented earlier, and except in cases of emergencies, including those situations described in subparagraphs (a), (b), and (c) above, then Center will give such notice before transfer or discharge as is practicable under the circumstances.

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

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

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

## 11. THIRD-PARTY PAYMENTS.

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

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

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

at Gettysburg any information needed to determine these benefits for related services.

- 11.3 Insurance.** In the event of an initial or subsequent denial of coverage by the Resident's insurance carrier, Resident shall pay the Center timely for all non-covered services retroactive to the date of the initial delivery of services, so long as such payment obligation is consistent with the regulations governing the Center's participation in the Medicare and Medicaid Programs.
- 12. RESIDENT RECORDS.** By signing this agreement, Resident consents to the release of Resident's personal and medical records maintained by the Center for treatment, payment and operations as determined reasonably necessary by Center. Any such release may be to the Center's employees, agents and to other health care providers from whom Resident receives services, to third-party payors of health care services, to any MCO in which Resident may be enrolled, or to others deemed reasonably necessary by the Center for purposes of treatment, payment and operations. Release of records for other purposes shall be done in accordance with applicable law, with a specific authorization from the Resident where required. Authorized agents of the state or federal government, including the Long Term Care Ombudsman, may obtain Resident's records without the written consent or authorization of Resident.
- 13. TREATMENT AUTHORIZATION.** By signing this agreement, Resident authorizes Center to provide care and treatment consistent with the terms of this Agreement. Resident also authorizes the Center to obtain all necessary clinical and/or financial information from the hospital or skilled care center from which Resident may be transferring.
- 14. CAPACITY OF RESIDENT AND GUARDIANSHIP.** Resident affirms that he or she has capacity, has never been adjudged incapacitated, and has no knowledge of any pending petition to adjudicate his or her capacity. If Resident is or has been declared incapacitated, the following person has been designated as the legal representative or appointed guardian for Resident: \_\_\_\_\_.

If Resident becomes unable to understand or communicate, and is determined by Resident's physician or Center's Medical Director after admission to be incapacitated, then, in the absence of Resident's prior designation of an authorized legal representative, or upon the unwillingness or inability of the legal representative to act, Center shall have the right to commence a legal proceeding

to adjudicate Resident incapacitated and to have a court appoint a guardian for Resident. The cost of the legal proceedings, including attorneys' fees, shall be paid by Resident or Resident's estate.

## **15. MISCELLANEOUS PROVISIONS.**

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

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

**15.3 Entire Agreement.** This Agreement, the Application for Admission and The Resident Handbook represent the entire agreement and understanding between the parties, and supersedes, merges and replaces, all previous negotiations, offers, warranties and prior representations, understandings or agreements, oral or written, between the parties.

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

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

## 16. ACKNOWLEDGEMENTS.

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

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

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

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

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



**SpiriTrust Lutheran, The Village At Gettysburg**

**DISCLOSURE STATEMENT**

**Exhibit 5B**

**PERSONAL CARE ADMISSION AGREEMENT  
INSERT**





SPIRITRUST LUTHERAN, THE VILLAGE AT GETTYSBURG

## PERSONAL CARE ADMISSION AGREEMENT

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between SpiriTrust Lutheran, a Pennsylvania non-profit corporation, SpiriTrust Lutheran, The Village at Gettysburg (called "Residence") and \_\_\_\_\_ (called "Resident") and \_\_\_\_\_ (called "Responsible Person" or "Guarantor"), if any, of \_\_\_\_\_ (Address), Resident's legal representative and/or the individual who has lawful access to Resident's income and financial resources available to pay for personal care services (called "Responsible Person" or "Guarantor"). The Responsible Person is liable only up to the amount of the Resident's financial resources. The Guarantor is personally liable for all of the financial obligations of the Resident under this Agreement.

Resident has the right to identify a Designated Person who shall be entitled to receive notice in the event of an emergency, termination of service, personal care home closure or other situations as indicated by Resident or as required by law. Resident is not required to name a Designated Person. Resident elects to name \_\_\_\_\_ of \_\_\_\_\_ [Address] \_\_\_\_\_ as the Designated Person. The Designated Person may also be the Responsible Person or Guarantor if Resident so chooses.

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

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

**1. PROVISION OF SERVICES.**

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

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

- (a) assistance with or supervision in activities of daily living and/or instrumental activities of daily living. The Schedule of Charges identifies those activities of daily living and/or instrumental activities of daily living, which are available to Resident as Basic Services for each level of care and which are included in the Daily Rate. The Schedule of Charges is attached hereto as Attachment "B" and is subject to change from time to time;
- (b) \_\_\_\_\_ private \_\_\_\_\_ semi-private accommodations;
- (c) blankets, pillows, bed linens, towels, wash cloths, and soap;
- (d) laundering of linens and towels;
- (e) three meals each day, except as otherwise medically indicated;
- (f) furnishings consisting of a bed, chair, storage area for clothing (i.e., chest of drawers and closet), bedside table/shelf, mirror and lamp. Resident, with the approval of Residence, may also supply his/her own furnishings.
- (g) certain activity programs and social services.

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

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

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

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

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

## 2. CHARGES.

2.1 Recurring/Periodic Charges for Basic Services. Resident and/or the individual specified in Section 2.5 of this Agreement shall pay, in advance, in exchange for the Basic Services the Daily Rate in effect at the time the service is rendered as such rate is reflected on the Schedule of Charges, which may be amended from time to time by Residence upon notice to Resident. At the time of execution of this Agreement, the Daily Rate is \$ \_\_\_\_\_ [ \_\_\_\_\_ *initials*], which fee is subject to change from time to time.

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

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

2.4 Method of Payment for Charges for Long Distance Telephone Calls. Resident and/or the individual specified in Section 2.5 of this Agreement shall pay the telephone company directly for all long distance telephone calls. The charges for long distance telephone calls will appear on the monthly statement provided to Resident by the Residence.

2.5 Party Responsible for Payment. The following individual(s) are responsible for payment, and are required to pay all applicable charges in accordance with this Agreement: \_\_\_\_\_ Resident [\_\_\_\_\_ *initials*]; \_\_\_\_\_ Responsible Person [\_\_\_\_\_ *initials*]; \_\_\_\_\_ Guarantor [\_\_\_\_\_ *initials*].

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

### 3. PERIODIC BILLINGS AND PAYMENT DUE DATE.

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

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

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

3.4 Billing Information. Statements shall be sent to:

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

3.5 Obligations of Resident's Estate and Assignment of Property.

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

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

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

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

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

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

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

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

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

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

## 5. PERSONAL FUNDS.

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

6. SSI PROVISIONS.

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

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

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

- a. Necessary personal hygiene items, such as a comb, toothbrush, toothpaste, soap and shampoo. Cosmetic items are not included.
- b. Laundry services for personal laundry, bed linens and towels, but not including dry cleaning or other specialized services.
- c. Personal care services such as assistance or supervision with dressing, bathing, hygiene, medication prescribed for self-administration, arrangements for special diets if dietary restrictions exist, and weekly housekeeping.

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

**7. OBLIGATIONS OF RESPONSIBLE PERSON/GUARANTOR.**

7.1. Non-SSI Recipients.

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

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

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

**8. RENT REBATE POLICY.**

Resident may apply for any benefits to which Resident may be entitled under the Senior Citizens Property Tax and Rent Rebate Assistance Act. Residence shall not collect any portion of Resident's rent rebate funds as restricted under 62 P.S. §1057.3(a)(7) (relating to rules and regulations for personal care homes and assisted living residences) and 55 Pa. Code §2600.25(d) (relating to resident-home contract).

**9. FINANCIAL MANAGEMENT.**

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



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

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

## 10. TERMINATION, TRANSFER OR DISCHARGE.

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

- a. It is determined by Resident's physician or Residence Review Team that Resident's functional level has advanced or declined so that Resident's needs cannot be met by Residence; or
- b. Resident is a danger to himself/herself or others; or
- c. If the Residence chooses to voluntarily close all or a portion of Residence; or
- d. Documented, repeated violation of Residence's rules, regulations, policies or procedures; or
- e. Resident has failed to pay after reasonable documented efforts by Residence to obtain payment; or
- f. Meeting Resident's needs would require a fundamental alteration in Residence's program or building site, or would create an undue financial or programmatic burden on Residence;
- g. Closure of Residence is initiated by the Department of Public Welfare.

\_\_\_\_ Resident [\_\_\_\_ *initials*]; \_\_\_\_ Responsible Person [\_\_\_\_ *initials*]; \_\_\_\_ Guarantor [\_\_\_\_ *initials*].

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

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

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

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

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

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

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

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

## 11. DEATH OF RESIDENT.

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

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

## 12. REFUNDS.

12.1 Refunds of Personal Funds. Resident's personal needs allowance and any funds that Residence is holding for Resident in bank accounts will be refunded within two (2) business days after the permanent transfer or discharge of Resident from Residence, and termination of this Agreement, subject to deductions for outstanding

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

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

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

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

13.2 Smoke/Tobacco Free. No smoking/tobacco products are permitted anywhere on Community's campus, which not only includes the Residential Living Unit, but also includes Community's skilled care center as well as the common areas within Community. Smoking/tobacco products is also prohibited anywhere on the premises of SpiriTrust Lutheran's personal care residences.

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

#### **14. PERSONAL AND OTHER PROPERTY.**

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

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

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

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

**15. RESIDENT RECORDS.**

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

**16. PERSONAL CARE SERVICES AUTHORIZATION.**

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

**17. ADVANCE DIRECTIVES.**

If Resident has executed an advance directive in the form of a living will relating to the provision of health care services in the event of terminal or other illnesses or conditions, Resident shall provide a copy of the living will or advance directive to Residence, and a copy of any revisions or changes made to the document during Resident's stay at Residence.

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

Resident is strongly encouraged to furnish to Residence, no later than the date of admission, a durable Power-of-Attorney executed by Resident as Principal designating someone other than the Residence or a representative or affiliate of Residence as Agent, for the limited purpose of financial decisions and payment of services. In the event Resident fails to designate an Agent under a Power-of-Attorney,

Resident, as specified in Section 19 of this Agreement, shall be responsible to pay for any guardianship proceedings related to the appointment of someone or a legal entity to make decisions on behalf of Resident, if and when Resident lacks capacity to make such decisions as determined by Residence.

**19. CAPACITY OF RESIDENT AND GUARDIANSHIP.**

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

**20. NOTICE.**

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

SpiriTrust Lutheran, The Village at Gettysburg  
1075 Old Harrisburg Road  
Gettysburg PA 17325

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

\_\_\_\_\_ (RESPONSIBLE PERSON/DESIGNATED PERSON, if any)

\_\_\_\_\_

\_\_\_\_\_

**21. INDEMNIFICATION.**

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

**22. RESIDENCE'S GRIEVANCE PROCEDURE.**

If Resident or Designated Person, if any, believe(s) that Resident is being mistreated in any way or Resident's rights have been or are being violated by staff or another resident or in any other way, Resident and/or Designated Person may file a complaint with Residence. Resident and/or Designated Person may also file a complaint with the Department of Public Welfare's personal care home regional office, local ombudsman or protective services unit in the area agency on aging, Pennsylvania Protection & Advocacy, Inc., or law enforcement agency. The procedure for filing a complaint with Residence or one of the aforementioned entities is described in the "Notice of Complaint Procedures", which is attached to this Agreement as Attachment "D". The complaint procedures described in Attachment "D" do not impose any contractual obligations on the Residence nor do they grant any private contractual rights to Resident. \_\_\_ Resident [\_\_\_\_ initials]; \_\_\_ Responsible Person [\_\_\_\_ initials]; \_\_\_ Guarantor [\_\_\_\_ initials].

**23. MISCELLANEOUS PROVISIONS.**

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

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

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

23.4 Modifications. Residence reserves the right from time to time to modify unilaterally the terms of this Agreement consistent with law., Residence also reserves the right to request a change in the terms of this Agreement. Residence will



give Resident and Resident's Designated Person, if any, thirty (30) days advance written notice of any such modifications or any such proposed modifications.

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

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

23.7 Medicare Part D Prescription Drug Benefits.

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

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

or insurance program, then Resident or Responsible Person shall remain responsible to pay for all such prescription drugs, supplies, other medications or pharmaceuticals.

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

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

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

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

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

with the appropriate agency and judicial tribunals to challenge any denial of a request for redetermination.

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

## 24. ACKNOWLEDGMENTS.

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

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

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



**SpiriTrust Lutheran, The Village At Gettysburg**

**DISCLOSURE STATEMENT**

**Exhibit 5C**

**RESIDENTIAL LIVING UNITS  
(RESIDENCY AGREEMENTS) INSERT**