

FILED
Commonwealth of Virginia
State Corporation Commission
Bureau of Insurance
June 26, 2024
Commissioner of Insurance
BY: Young Jones

SUNNYSIDE

CONTINUING CARE PROVIDER DISCLOSURE STATEMENT

APRIL 30, 2024

NOTICE

This Disclosure Statement is provided in accordance with Title 38.2, Chapter 49 of the Code of Virginia. However, the filing thereof with the State Corporation Commission does not constitute approval, recommendation or endorsement of Sunnyside Presbyterian Home by the State Corporation Commission.

CONTINUING CARE PROVIDER

Sunnyside Presbyterian Home (“Sunnyside Communities” or the “Company”), doing business as Sunnyside in Harrisonburg, Virginia, is a continuing care retirement community (“CCRC”), also referred to as a life plan community and is incorporated as a non-stock corporation under the laws of the Commonwealth of Virginia. The business address of the Company is 600 University Boulevard, Suite L, Harrisonburg, Virginia 22801. The business address of the Sunnyside facility is 3935 Sunnyside Drive, Suite A, Harrisonburg, Virginia 22801. Sunnyside Communities owns and operates three campuses — Sunnyside, King’s Grant and Summit Square.

The Registered Agent of the Company is Quinton B. Callahan, Esquire, Clark and Bradshaw, P.C., P. O. Box 71, Harrisonburg, Virginia 22801.

OFFICERS, DIRECTORS, TRUSTEES, MANAGING AND GENERAL PARTNERS, AND CERTAIN PERSONS WHO HOLD EQUITY OR BENEFICIAL INTERESTS

Sunnyside Presbyterian Home is a non-stock, not-for-profit corporation governed by a 9-18 member Board of Trustees that elects replacement members and corporate officers.

Current Officers of Sunnyside Presbyterian Home, Inc. are as follows:

The Honorable James J. Rowe, Chair
205 Church Street
Lewisburg, WV 24901

Mr. Michael W. Pugh, Vice Chair
2040 Airport Road
Bridgewater, VA 22812

Joshua O. Lyons, President & CEO
600 University Blvd., Suite L
Harrisonburg, VA 22801

Mr. Kenneth R. Boward, CFO, Treasurer
600 University Blvd., Suite L
Harrisonburg, VA 22801

Mr. Edmund P. Price, Secretary
1272 Cumberland Drive
Rockingham, VA 22801

Mrs. Lisa W. Kanney, Assistant Secretary
600 University Blvd., Suite L
Harrisonburg, VA 22801

Current members of the Board of Trustees are as follows:

The Honorable James J. Rowe
205 Church Street
Lewisburg, WV 24901

Mr. Michael W. Pugh
2040 Airport Road
Bridgewater, VA 22812

Dr. April Temple
311 Baldwin Drive
Staunton, VA 24401

Dr. Daphne S. Thomas
1112 Sharpes Drive
Harrisonburg, VA 22801

Mr. Jeffrey G. Lenhart
141 Elgin Court
Rockingham, VA 22801

Dr. James Krauss
2491 Massanetta Springs Road
Rockingham, VA 22801

Mr. Edmund P. Price
1272 Cumberland Drive
Rockingham, VA 22801

Mr. Jerry Sheets
4080 Lee Highway
Weyers Cave, VA 24486

Mr. David W. Garland, CPA
310 Jefferson Davis Drive
Martinsville, VA 24112

Directors, Managing and General Partners, and Certain Persons who hold equity or beneficial interests are as follows: ***None***

BUSINESS EXPERIENCE OF; ACQUISITION OF GOODS AND SERVICES FROM; AND CRIMINAL, CIVIL AND REGULATORY PROCEEDINGS AGAINST THE PROVIDER; ITS OFFICERS, DIRECTORS, TRUSTEES, MANAGING AND GENERAL PARTNERS; CERTAIN PERSONS WHO HOLD EQUITY OR BENEFICIAL INTERESTS; AND THE MANAGEMENT

- A. The Company has operated Sunnyside in Rockingham County, Virginia since 1955, King's Grant in Henry County, Virginia since 1993, and Summit Square in Waynesboro since 1998. Following is a list of the business experience of the current corporate officers and managers who are responsible for the operation of Sunnyside in Harrisonburg:

James J. Rowe, Chairman of the Corporate Board of Trustees, attended Hampden-Sydney College, received a B.A. degree from West Virginia University in 1972, and a J.D. from George Mason University in 1977. Since 1997, he has served as Circuit Court Judge, 11th judicial circuit, Greenbrier and Pocahontas Counties. Judge Rowe has served on Sunnyside's Board of Trustees since 1993. He became Chairman of the Corporate Board effective January 2004.

Joshua O. Lyons, President & CEO, received his Bachelor's degree in health services from James Madison University in 2000 and his Master's degree in managing of aging services from the University of Maryland Baltimore County. Mr. Lyons is a licensed nursing home administrator. Mr. Lyons joined the company in 2014 as executive director of the Sunnyside campus and became president & CEO in March of 2020. He has over 20 years in the senior living industry.

Kenneth R. Boward, Treasurer & Chief Financial Officer, received his Bachelor's degree in accounting from VA Tech in 1986 and became a CPA in 1988. He joined the company in 2013 after a 25-year career in accounting and finance in various leadership roles with three different public companies and the accounting firm of PriceWaterhouse.

Nancy Wayland, Executive Director, received her bachelor's degree in Psychology from the University of Virginia. Mrs. Wayland joined the company in 2011 as director of corporate marketing and communications. She later became marketing director at the Sunnyside campus and most recently was promoted to executive director in early 2023. She is an experienced senior living professional and certified Alzheimer's facilitator.

- B. No Corporate Officer, Trustee or the Provider owns a ten percent or greater direct or indirect interest in any firm, foundation, trust, partnership, corporation or other business entity in which it is presently intended will or may provide goods, leases or services to Sunnyside Presbyterian Home of a value of \$500 or more.
- C. Sunnyside Communities, nor any of its Officers or Trustees:
1. Has been convicted of a felony or pleaded nolo contendere to a felony charge, or been held liable or enjoined in a civil action involving fraud, embezzlement, fraudulent conversion or misappropriation of property; or
 2. Is subject to an injunctive or restrictive order of a court of record, or within the past five years had any state or federal license or permit suspended or revoked as a result of an action brought by a governmental agency or department, arising out of or relating to business activity or health care, including without limitation actions affecting a license to operate a foster care facility, nursing home, retirement home, home for the aged or facility registered under this chapter or similar laws in another state; or
 3. Is currently the subject of any state or federal prosecution, or administrative investigation involving allegations of fraud, embezzlement, fraudulent conversion, or misappropriation of assets.

OWNERSHIP OF REAL PROPERTY

Sunnyside Communities owns in fee simple the entire 150-acre Sunnyside campus on which it operates a continuing care facility along with all buildings and other improvements located thereon. See Note 6 of the 2023 Financial Statements for details relative to mortgages on said property.

LOCATION AND DESCRIPTION OF REAL PROPERTY

The Sunnyside campus' real property is located in the Central District of Rockingham County along and to the east of Virginia Route 687 near Massanetta Springs. This Property consists of 150 acres of land; a main complex which, as of April 30, 2024 houses a 76-bed Assisted Living Facility, a 77-Bed Intermediate Health Care Center, administrative offices, two dining facilities, 129 cottages, 4 apartment buildings and 42 villa condominiums.

AFFILIATION WITH RELIGIOUS, CHARITABLE OR OTHER NONPROFIT ORGANIZATIONS: TAX STATUS OF PROVIDER

Sunnyside Communities is exempt from Federal and Virginia income taxes under Section 501(c)(3) of the Internal Revenue Code.

SERVICES PROVIDED UNDER CONTINUING CARE CONTRACTS

The services to be provided by the Company are set forth in Sections 2 and 3 of the Sunnyside Occupancy Agreements (continuing care contracts) which are annexed to this disclosure statement as Exhibits A - B.

Health Care services to be provided are as follows:

Outpatient Services

Sunnyside provides a clinic where the resident may be examined and treated as an outpatient. Sunnyside has arranged for a physician to be available from time to time in the clinic. The resident may, however, engage the services of a physician who may also use the facilities of the clinic subject to the rules and regulations of Sunnyside. Sunnyside does not provide or supervise physician services. Any physician engaged to provide services for a resident is not an employee or agent of the facility.

Sunnyside may also arrange for the services of a physical, occupational or speech therapist, a dentist, and other health professionals, as it deems necessary. The resident is responsible for payment of charges by these health professionals.

Inpatient Services

Type I Contract. Residents are entitled to priority admission to Sunnyside's Eiland Assisted Living Center or Pannill Health Care Center, a Skilled Nursing Facility. Fees for care beyond any credits shall be the responsibility of the Resident. Care beyond the capacity of Sunnyside Health Care Center may require transfer to an appropriate facility outside of Sunnyside.

Type II Contract. Sunnyside shall be responsible for up to 90 days of nursing care at no additional cost above the Resident's monthly fee if it is determined by the attending physician that the Resident requires such care on a temporary basis. Nursing care provided by Sunnyside shall be limited to that care given in the Eiland Assisted Living Center or Pannill Health Care Center. The resident may employ private-duty nurses and sitters at his/her own expense, but only after approval by Sunnyside and subject to rules and regulations of Sunnyside.

Type III Contract. Residents are entitled to priority admission to Sunnyside's Eiland Assisted Living Center or Pannill Health Care Center. The resident is responsible for payment of the cost associated with these levels of care. In accordance with Section 7 of the occupancy agreement, a partial (up to 50%) refund of the entrance fee is provided, which may be used to pay the cost of care in the Eiland Assisted Living Center or Pannill Health Care Center. Care beyond the capacity of the Pannill Health Care Center may require transfer to an appropriate facility outside of Sunnyside.

Type IV Contract. Residents are entitled to priority admission to Sunnyside's Eiland Assisted Living Center or Pannill Health Care Center. The resident is responsible for payment of the cost associated with these levels of care. In accordance with Section 7 of the occupancy agreement, a partial (up to 90%) refund of the entrance fee is provided, which may be used to pay the cost of care in the Eiland Assisted Living Center or Pannill Health Care Center. Care beyond the capacity of the Pannill Health Care Center may require transfer to an appropriate facility outside of Sunnyside.

Type V Contract. Sunnyside will provide residents with Assisted Living or Nursing care. The resident will continue to be responsible for his or her monthly fee, additional meals, and ancillary medical supplies. The need for care beyond that which may be provided in these settings will require the resident to relocate to an appropriate facility outside of Sunnyside.

Rental Contract. This contract is similar to the Type I contract and is available only on select residences. There is a minimal entrance fee required on this plan but the monthly fee is higher. Should the resident(s) require care in assisted living or health care, he/she pays the applicable daily fee for such care. There is no refund provision for this plan.

FEES REQUIRED OF RESIDENTS

An entrance fee is required upon entry to Sunnyside for cottage and apartment residences, which entitles the resident(s) to occupy said residence. In addition, a monthly maintenance fee is charged for each residence. These fees are reviewed annually by the Board of Trustees and may be increased or decreased by an amount deemed financially prudent. A 30-day notice of such changes in these fees will be provided. However, any Entrance Fee adjustments affect only future residents. Residents with a type I through IV contract who temporarily or permanently transfer to the Eiland Assisted Living Center or Pannill Health Care Center will pay the per diem rate in effect for these levels of care at the time of occupancy. The monthly maintenance fee for the cottage or apartment will not apply during the period of temporary or permanent residence in these other levels of care except in the case of a short-term skilled stay in Healthcare as defined by Medicare. In this case, Medicare or the equivalent Medicare Advantage plan as applicable determine the total rate for the skilled stay (inclusive of meals, all therapeutic and nursing services, and medications) based on the level of care required which is paid to Sunnyside by Medicare or the other insurance providers and the resident would continue to pay their monthly maintenance fee for their independent living or assisted living unit less an absence credit if applicable.

Schedules of entrance and monthly fees are attached to this disclosure statement as Exhibit C.

Entrance Fees are payable at execution of the occupancy agreement. Full refund prior to occupancy will be granted should the resident(s) decide not to enter Sunnyside. See Section 7.1 of the Occupancy Agreements.

The following table shows the frequency and average dollar amount of increase in monthly fees for Sunnyside:

Effective January 1	<i>Monthly Fees</i>										<i>Entrance Fees</i>	
	Village		Apartments		AL		MC		HC		Only Applies to IL	
	\$ Inc	% Inc	\$ Inc	% Inc	\$ Inc	% Inc	\$ Inc	% Inc	\$ Inc	% Inc	\$ Inc	% Inc
2024	\$ 78	4.90%	\$ 118	4.50%	\$ 366	4.90%	\$ 517	5.50%	\$ 689	5.90%	\$15,199	7.0%
2023	\$ 91	6.50%	\$ 146	6.50%	\$ 469	6.50%	\$ 578	6.50%	\$ 711	6.50%	\$11,250	5.4%
2022	\$ 64	4.90%	\$ 110	4.90%	\$ 330	4.90%	\$ 426	4.90%	\$ 453	4.90%	\$ 8,243	4.0%
2021	\$ 36	2.90%	\$ 58	2.90%	\$ 206	3.00%	\$ 243	3.00%	\$ 307	3.00%	\$ 4,903	2.5%
2020	\$ 55	3.00%	\$ 73	3.00%	\$ 206	3.25%	\$ 243	3.25%	\$ 309	3.25%	\$ 4,475	2.4%

The following is a list of additional fees and payments required of the Residents:

1. An application fee of \$1,175 (of which \$1,000 is refundable) and fees for any services and supplies that the Company may provide over and above its obligations under the Occupancy Agreement.
2. Village residents are required to pay for electricity used in their individual residences. A separate meter is provided. Those Village residents in residences that utilize propane or natural gas are required to pay for gas used in their residences.
3. Residents are required to pay for hazard insurance on their personal possessions in the residences if such coverage is desired.
4. Residents are required to maintain Medicare or similar insurance and Medigap or supplemental insurance coverage.

The Company typically receives the entrance fees at the time that the new resident takes possession of the living unit. However, should the Company embark on a new major construction or for some other reason require the entrance fees be paid in advance of taking possession, in accordance with Virginia law, payments on Entrance Fees received prior to the living unit being made available to the Resident would be escrowed with a banking institution. These funds remain the property of the prospective resident until released to the Company. The funds in escrow shall not be subject to any liens, judgments, garnishments or creditor's claims against the Company.

All funds deposited in escrow as described above shall be released to the Company when the Company presents to the escrow agent evidence that a unit has been occupied by the resident or a unit of the type reserved is available for immediate occupancy by the resident or prospective resident on whose behalf the fee was received.

Notwithstanding any other provision of this section, all funds deposited in escrow pursuant to this section shall be released according to the terms of the escrow agreement to the prospective resident from whom it was received (i) if such funds have not been released within three years after placement in escrow or within three years after construction has started, whichever is later (but in any event, within six years after placement in escrow unless specifically approved by the Commission), or within such longer period as determined appropriate by the Commission in writing, (ii) if the prospective resident dies before occupying a unit, (iii) if the construction is stopped indefinitely before the facility is completed, or (iv) upon rescission of the contract pursuant to provision in the contract. However, funds released to the Company as described above may be held in escrow for an additional period at the mutual consent of the provider and the prospective Resident; however, the prospective resident may consent to such additional period only after his/her deposit has been held in escrow for at least two years.

Charges by the escrow agent shall be deducted from the earnings on escrowed amounts. Interest accrued will become the property of the Company and be used to reduce long-term debt.

All funds in the escrow account shall be invested in instruments authorized for the investment of public funds as set forth in Chapter 18 (2.1-327 et seq.) of Title 2.1 and not in default as to principal or interest.

RESERVE FUNDING

In accordance with generally accepted accounting principles, Sunnyside Communities maintains its accounting records utilizing the principles of fund accounting. Within this method, entrance fees are recorded as deferred Revenue when received and amortized into revenue over the resident's actuarial life adjusted annually (see Note 1 to the 2023 Financial Statements).

Sunnyside Communities has established endowment funds, which receives contributions that are solicited by Sunnyside's various fund-raising programs. The interest and dividends earned by this fund are used to assist individual residents who may have financial difficulty, for general obligations of Sunnyside Communities or those specified by the donor. These funds are under the control of the Audit and Finance Committee of Sunnyside's Board of Trustees who have appointed CapTrust as manager of these funds and all other internally and externally designated funds, as well as all other unrestricted investments. The performance of all such investments are reviewed and evaluated quarterly by the Audit and Finance Committee. The Audit and Finance Committee has the authority to approve or disapprove of the investment portfolio selected by the above-mentioned managers. On December 31, 2023, the fair value of the investments which were temporarily restricted by donors or the Board of Trustees was \$21.6 million and the fair value of investments which were unrestricted was \$39.3 million.

CERTIFIED FINANCIAL STATEMENTS

See Exhibit D - Audited Financial Statements.

PRO FORMA INCOME STATEMENT

See Exhibit E - Pro Forma 2024 Statement of Revenue and Support, Expenses and Capital Additions.

SUNNYSIDE COMMUNITIES DEBT COVENANTS

See Exhibit F for the Guaranty and Credit Agreement with BB&T Bank dated January 1, 2020.

ADMISSION OF NEW RESIDENTS

Applicants for Sunnyside's Eiland Assisted Living Center and the Pannill Health Care Center are considered based upon the criteria described in Sunnyside's admissions policies and guidelines (Exhibit G). However, applicants for village residences or residential apartments are expected to have the financial ability to pay the required entrance fee and to have sufficient income to cover the existing and future monthly maintenance fees. If, due to an increase in monthly fees, a decline in income, or a combination of these events, a resident is unable to pay the entire monthly maintenance fee, an application for Fellowship assistance can be made to the Sunnyside Executive Director.

The health care utilization forecasts assume a health screening procedure that precludes coverage under the Occupancy Agreement of persons whose health condition indicates a strong likelihood of the imminent need for long-term care. A health screen is utilized to control against inappropriate adverse selection, which could result in a significant increase in health care utilization beyond that anticipated in the forecasts. The effectiveness of any such health screen is subject to limitations on available data linking specific health conditions to projected utilization.

ACCESS TO FACILITY BY NON-RESIDENTS

Sunnyside does not provide access to services to non-residents with the exception of (i) direct admission to its Pannill Health Care Center and Eiland Assisted Living Center on a space available basis to maintain a financially

adequate level of operation in said facility, (ii) meals and overnight lodging on a fee for service basis to guests of residents or prospective residents.

ANTICIPATED SOURCE AND APPLICATION OF PURCHASE OR CONSTRUCTION FUNDS

As noted in the 2024 capital budget, Sunnyside's planned capital expenditure spend in 2025 is \$8.8 million, \$6.3 million of which relates to unit and common space renovations and \$2.5 million for building exterior, infrastructure, grounds, vehicles, and IT.

PROCEDURE FOR RESIDENT TO FILE A COMPLAINT OR DISCLOSE CONCERN

Each resident, upon admission, will be provided a copy of the Residential Grievance Procedure. A copy of this procedure (Exhibit H) will be signed by the resident, acknowledging that a copy of the procedure has been received and understood, and will be kept in the resident's personal file.

Additionally, Sunnyside has an active resident council which encourages resident participation. This body acts as a conduit for residents' concerns and suggestions to administration. In addition, Sunnyside's President & CEO, and staff maintain an open-door policy, which allows residents to meet privately with staff to discuss concerns and problems. Residents with grievances are required to follow Sunnyside's grievance procedure.

Each resident, upon admission, is provided a copy of the Residential Grievance Procedure. A copy of this procedure is signed by the resident, acknowledging that a copy of the procedure has been received and understood, and is kept in the resident's personal file.

OTHER RELEVANT INFORMATION

There is no pending litigation against the Company or significant subsequent events reportable for the 2023 audited financial statements.

Exhibits A & B

Occupancy Agreements

SUNNYSIDE

ASSISTED LIVING OCCUPANCY AGREEMENT



**SUNNYSIDE
ASSISTED LIVING OCCUPANCY AGREEMENT**

TABLE OF CONTENTS

SUBJECT	PAGE
1. INTRODUCTION.....	1
2. SERVICES PROVIDED BY SUNNYSIDE.....	1
3. HEALTH CARE.....	3
4. OCCUPANCY AND FEES.....	4
5. SURRENDER OF RIGHT OF OCCUPANCY.....	6
6. SIGNATURES.....	8

SUNNYSIDE ASSISTED LIVING OCCUPANCY AGREEMENT

INTRODUCTION

THIS TYPE AGREEMENT is made on _____
by and between SUNNYSIDE PRESBYTERIAN HOME of Rockingham County, Virginia,
hereinafter Sunnyside, and _____ (“Resident”).

Sunnyside Presbyterian Home is a not-for-profit corporation organized under the laws of the Commonwealth of Virginia to establish and operate retirement facilities for adults. The Resident has made application for residence in the community known as Sunnyside, and such application has been approved, subject to the provisions of this Agreement.

AGREEMENTS

1. LIVING ACCOMMODATIONS AND FACILITIES

1.1 Living Accommodations. The Resident shall have a personal, non-assignable right to occupy Room number _____ located in the Assisted Living Unit (the “Living Unit”), subject to removal only as hereinafter provided.

1.2 Furnishings. Sunnyside shall provide in the Living Unit a bed, nightstand, chest of drawers, and chair. Resident may provide other furnishings.

1.3 Sunnyside Facilities. Resident shall have the right to use, in common with other residents, the congregate and communal facilities provided by Sunnyside.

2. SERVICES PROVIDED BY SUNNYSIDE

2.1 Services Provided. The Resident shall have the right to all the services and amenities specified below as long as: (i) the Resident complies with the terms of this Agreement and (ii) the Agreement is not terminated.

2.1.1 Utilities. Sunnyside shall provide the utilities reasonably required (water and sewer, electricity, heating, air conditioning, and in-house telephone service) in connection with the occupancy of the Living Unit, subject, however, to the availability of such services to Sunnyside. Local and long-distance telephone service and cable television will be provided by Sunnyside at an additional charge.

Initials _____

2.1.2 Meals. Sunnyside shall furnish the Resident with three meals per day. Meals shall be nutritionally well balanced and served in one of the Assisted Living dining rooms or other areas designated by Sunnyside.

2.1.3 Housekeeping. Weekly housekeeping services shall be provided by Sunnyside. However, the Resident shall maintain the Living Unit in a clean, sanitary, and orderly condition.

2.1.4 Laundry. Sunnyside shall provide laundry service for all bed linen, towels, and personal laundry.

2.1.5 Maintenance and Repairs. Necessary repairs, maintenance, and replacement of property owned by Sunnyside shall be performed and provided by Sunnyside.

2.1.6 Grounds. Sunnyside shall provide basic grounds keeping care, including lawn service and snow removal from roadways and walks.

2.1.7 Mail. Personal mail shall be delivered to Resident's room.

2.1.8 Programs. Programs of social, recreational, wellness and religious activities shall be provided for interested residents.

2.1.9 Transportation. Sunnyside shall provide scheduled transportation as deemed appropriate. Transportation for medical appointments shall be provided in accordance with policies and procedures at Sunnyside. In appropriate circumstances, transportation via ambulance or other related services may be necessary. The Resident is responsible for payment of such transportation and any other associated charges.

2.1.10 Resident Council. Interested residents may establish and maintain a resident council. Sunnyside will be responsible for providing assistance with the formation and maintenance of the council, whether or not such a council exists in the facility. The general purpose of the council is to promote a free exchange of ideas, to work with the administration in improving the quality of life for all residents, to discuss the services offered by the facility and make recommendations for resolution of identified problems or concerns and to perform other functions as determined by the council.

2.1.11 Nursing Services. Sunnyside shall provide assistance with the activities of daily living, including bathing, dressing, taking of prescribed medication, etc. This assistance will be provided by Sunnyside's nursing staff in the Assisted Living Unit. Nursing personnel are available, in case of emergency, on a 24-hour basis.

2.1.12 Care Changes. A 14-day notice will be given in the event the scope of care as provided herein is to be changed unless a physician orders 24-hour nursing care or a prohibitive condition exists.

2.1.13 Other Services. Services for which an additional charge may be made, if provided, include, but are not limited to: group travel trips arranged for special cultural, social, sporting, and scenic excursions; individual transportation services; art and instruction classes, theater, orchestra, lecture series tickets, specific entertainment and activities; beauty/barber shops; notary public services; and additional housekeeping and grounds maintenance.

3. HEALTH CARE

3.1 Outpatient Services. Sunnyside shall provide a clinic where the Resident may be examined and treated as an outpatient. Sunnyside shall arrange for a Medical Director to be available from time to time in the clinic. The Resident may, however, engage the services of a medical director who may also use the facilities of the clinic subject to rules and regulations of Sunnyside. Sunnyside does provide and supervise a medical director who may be engaged by the resident for individual services. The medical director engaged to provide services for a resident is not an employee or agent of the facility. Sunnyside may arrange for the services of a physical therapist, a dentist, and other health professionals, as it deems necessary. The Resident is responsible for payment of charges by these health professionals.

3.2 Inpatient Services. The Resident shall have priority admission to the Pannill Health Care Center. The cost of care in these facilities shall be the responsibility of the Resident. Care shall be provided as may be appropriate in a nursing facility. Need for care beyond that which can be provided in this setting may require the Resident to relocate to an appropriate facility (example: acute care hospital or mental illness or drug abuse treatment facility). Permanent transfer to the Pannill Health Care Center shall terminate the rights and obligations of both parties to this Agreement.

3.3 Medication and Dietary Supplements. Unless otherwise directed by the resident's medical doctor, Sunnyside will administer and store medications and dietary supplements.

3.4 Attorney-in-Fact. The Resident agrees that in the event of physical injury or illness which requires immediate hospitalization, medical treatment, or surgical operation, that in the event the Resident is incapable or incompetent because of injury or illness to consent to such necessary hospitalization, medical treatment or surgery and the Resident's Attorney-in-Fact or Agent pursuant to a Medical Power of Attorney cannot be reached in time to make the necessary decision, Resident hereby appoints the executive director of Sunnyside or a person so designated to act in the stead of said executive director as his/her agent and attorney-in-fact, to contract for him/her in his/her name for such hospitalization, medical treatment, or to have such necessary surgical operation performed, provided a competent physician advises and recommends such medical

treatment or surgery as apparently necessary. It is distinctly agreed that neither Sunnyside nor the Executive Director and/or designee shall be liable to Resident nor to any other person in any manner whatsoever because of such surgery or the result thereof.

3.5 Health Related Charges. The Resident shall be responsible for the following charges to the extent they are not covered by Medicare or the Resident's Supplemental Insurance:

- (a) The ninety (90) days of Assisted Living or Health Care use will be secondary to any covered insurance programs, including Medicare. Medicare will be the primary payor for the Resident while under a Medicare stay;
- (b) Charges of any Medical Director, physical therapist, occupational therapist, podiatrist, or other health professional, whether provided by Sunnyside or elsewhere;
- (c) Charges for medicines, drugs, vitamins, food supplements, dental work, glasses, hearing aids, orthopedic devices, or other health related items.

3.6 Medical Insurance

3.6.1 The Resident shall maintain, at all times, at the Resident's own cost, the maximum coverage under any federal, state, municipal public insurance plans, and Medigap Supplemental Insurance. The Provider and this Agreement do not act as a substitute for Medigap Insurance.

3.6.2 The Provider may, at option and without obligation, obtain policies of insurance covering its services to Residents. All premium payments on such policies and the associated costs of same shall be reflected in future Daily/Monthly Fees. The Resident agrees to cooperate fully in connection with the application for and maintenance of such insurance.

3.6.3 Mental Illness, Contagious Disease. If the Provider determines that the Resident's mental or physical illness causes continued presence at the community to be dangerous or detrimental to the health or peace of the Resident or other Residents, the Provider may transfer the Resident to an institution selected by the Provider (or by the Resident or the Resident's Responsible Party if they have a preference, provided such transfer is appropriate and can be accomplished within a reasonable timeframe) at the Resident's expense. While at such an institution, the Resident shall continue to pay the Daily/Monthly Fee.

4. OCCUPANCY AND FEES

4.1 Daily Fee. Resident shall pay to Sunnyside a Daily Fee, currently \$ _____ payable monthly in advance for the services described in Sections 1 and 2. Sunnyside shall endeavor to maintain its schedule of fees at the lowest possible rate consistent with

sound financial practices. Sunnyside may adjust the schedule of fees at any time upon a 30-day written notice to the Resident. In the event of transfer of ownership, closing of facility, or Resident transfer or discharge, any advance payments beyond the effective date of said event shall be refunded.

4.2 Power of Attorney. Resident agrees to: (1) appoint and maintain a valid Power of Attorney, (2) execute an Advance Medical Directive, and (3) provide Sunnyside with current copies of these documents.

4.3 Survivor. If this Agreement is executed by two Residents who are husband and wife, or are otherwise related either by blood or by friendship, it is understood that upon the death of one Resident, all rights hereunder shall vest in, and all obligations hereunder shall devolve upon, the surviving Resident to the same extent as if such surviving Resident had been sole and only Resident under the terms of this Agreement.

4.4 Right of Entry. Employees of Sunnyside shall have the right to enter the Resident's Living Unit (a) at all reasonable times for inspection and to perform housekeeping and maintenance functions and (b) at any time to respond to fire or medical alerts and for other emergency purposes.

4.5 Removal of Property. In the event of withdrawal, death, or permanent transfer of a Resident, including permanent transfer to the Pannill Health Care Center, all of the Resident's property shall be removed from the previously occupied Living Unit within 15 days. In the event that such property is not removed within such 15-day period, Sunnyside shall have the right to remove and store such property at the Resident's expense, or at the expense of his/her estate, for a period of six months; and, thereafter, if such property is not claimed, it shall be disposed of in accordance with the laws of the State of Virginia.

4.6 Damage or Loss of Property. Although Sunnyside will exercise reasonable care in providing effective security, it is recommended the Resident insure his/her property against casualty and theft loss.

4.7 Rules and Regulations. Resident will abide by the Sunnyside rules and regulations and such reasonable amendments, modifications and changes of these rules and regulations as may hereafter be adopted by Sunnyside. Any rules and regulations adopted by Sunnyside shall be applied to all residents similarly situated without preference or prejudice to any resident or group of residents.

4.8 Resident's Inability to Pay. It is the policy of the Provider not to terminate the residency of the Resident solely by reason of financial inability of the Resident to pay the Daily Fee, provided the Resident has not transferred assets in violation of this Agreement or applicable law. If the Resident is unable to meet the financial obligations to the Provider, the Resident agrees to liquidate personal assets in order to meet said obligations. The Resident will also furnish to the Provider sufficient financial information that will justify that the Resident is unable to pay the total Daily Fee and other charges. When the Resident establishes facts to justify the need for such financial assistance, the

Provider may, if it can do so without impairing the ability of the community to operate on a sound financial basis, subsidize the Resident's Daily Fee. In the event financial assistance is granted, the Resident shall be liable to the Provider for the full amount of the subsidy received by the Resident, which will be charged against the Resident's Entrance Fee refund, if any, and to the extent of any deficiency amount thereafter, shall be due and payable at such time as the Resident has sufficient funds therefore, and otherwise shall be due and payable from and enforceable against the Resident's estate.

4.9 Tobacco-Free Policy. Sunnyside is committed to providing the healthiest possible environment for all its residents, employees and visitors. Effective March 1, 2018, Sunnyside became a tobacco-free community and adopted a tobacco-free policy that applies to all residents, employees, volunteers, vendors and contractors. Tobacco use of any type is prohibited and includes cigarettes, cigars, pipes, snuff, chewing tobacco and vapor products such as e-cigarettes and other related products used to simulate smoking. This policy applies to all property owned and/or leased by Sunnyside (e.g., personal residences, parking lots, grounds, public areas, company cars and resident cars parked on the Sunnyside campus), as well as adjacent property. Residents not adhering to the policy will be assessed for damages caused by tobacco products and the cost of such will be paid by the Resident or may be subtracted from the entrance fee refund, if applicable.

5. SURRENDER OF RIGHT OF OCCUPANCY

5.1 Temporary Transfer from Sunnyside. When Resident suffers any physical or mental condition for which Sunnyside is not permitted to provide care within the requirements of law, or when his/her presence is deemed detrimental to the health or peace of the other residents, or when Sunnyside determines such action to be in the best interests of the Resident, Sunnyside shall have authority, in consultation with the Resident's Attorney-in-Fact, to transfer Resident to another facility or institution, public or private, suitable for such cases. Such a transfer shall not be a termination, either voluntary or involuntary, of this contract. In the event of a determination by the Sunnyside Medical Director that the condition requiring transfer of the Resident is not temporary in nature, the Living Unit shall be released.

5.2 Cancellation of Agreement. Sunnyside shall not cancel this Occupancy Agreement with the resident without good cause. Good cause shall be limited to: proof that Resident is a danger to him/herself or others; nonpayment of the Daily Fee; repeated conduct by the Resident that interferes with other residents' quiet enjoyment of Sunnyside; persistent refusal to comply with Sunnyside's written rules and regulations; persistent refusal to comply with care plan that is medically required; a material misrepresentation made intentionally or recklessly by the Resident in his/her application for residency, or related materials regarding information which, if accurately provided, would have resulted in either a failure of the Resident to qualify for residency or a material increase in the cost of providing to the Resident the care and services provided under this Agreement; or a material breach of the terms and conditions of this Agreement

by the Resident. A written notice of intent to cancel this Agreement by Sunnyside will be provided to the Resident.

5.3 Opportunity to Cure. Where applicable, an opportunity will be given to cure, within a 30-day period, whatever conduct is alleged to warrant the cancellation of this Agreement.

5.4 Voluntary Cancellation by Resident. Resident shall give a thirty (30) day written notice prior to voluntary cancellation of this agreement. If Resident fails to give the proper notice, he/she agrees that Sunnyside shall charge its normal fees for the 30-day period.

6. MISCELLANEOUS

6.1 Further Assurances. The Resident, for himself/herself, his/her heirs, personal representatives and assigns, agrees to execute and deliver to Sunnyside such legal instruments as may be requisite to carry out the provisions of this Agreement.

6.2 Representations. The application and the statement of finances and health history of Resident filed with Sunnyside are incorporated in this contract by this reference and all statements herein are deemed to be representations by Resident as of the date made. Resident represents that there have been no material changes in the information provided since the date thereof. Resident's breach or misrepresentation may result in (a) cancellation of this Agreement, or (b) transfer as provided in Section 5 in this Agreement.

By affixing his or her signature to this Agreement, Resident certifies that he/she has passed his/her 62nd birthday or, in the case of a married couple, that one partner has done so; that he or she has been given a copy of and has had the opportunity to read the *Sunnyside Resident's Handbook*; and that he/she has been informed of the following:

- (a) Sunnyside is licensed to operate an Adult Care Residence by the Department of Social Services. The regional office address is:

Division of Field Operations
Valley Regional Office
Post Office Box 350
Verona, Virginia 24482
540-332-8900

- (b) Sunnyside is licensed to operate a Assisted Living Facility (Health Care Center) by the Virginia State Department of Health, which is located at 109 Governor Street, Richmond, Virginia 23219.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on

SIGNATURES

Print Name

SUNNYSIDE PRESBYTERIAN HOME

By: _____
"Sunnyside"

Print Name

By: _____
"Resident"

By: _____
"Resident"

By: _____
"Attorney-in-Fact", if applicable

Initials _____

ACKNOWLEDGMENTS:

I hereby acknowledge I/we have received the following:

Initials:

- _____ ☐ A copy of Sunnyside's Continuing Care Provider Disclosure Statement
 _____ ☐ A complete copy of this Occupancy Agreement
 _____ ☐ A copy of this Resident's Handbook
 _____ ☐ A copy of Resident's Rights related to personal health information

Signed: _____

**Assisted Living Facility Liability Insurance Disclosure
Notification Form**

**Required by the Virginia Department of Social Services
as specified in 22 VAC 40-72-390 A 6**

(Facility must indicate yes or no below)

This facility maintains liability insurance that provides at least \$500,000 per occurrence and \$500,000 aggregate, which is the minimum amount of coverage established by the State Board of Social Services for disclosure purposes, to compensate residents or other individuals for injuries and losses from the negligent acts of the facility.

 X **Yes**

_____ **No**

Resident Signature: _____

Responsible Party Signature: _____

Date: _____

rev: 0922/lk

Initials _____

SUNNYSIDE

HEALTHCARE OCCUPANCY AGREEMENT



SUNNYSIDE HEALTHCARE OCCUPANCY AGREEMENT

TABLE OF CONTENTS

SUBJECT	PAGE
INTRODUCTION.....	1
1. LIVING ACCOMMODATIONS AND FACILITIES	1
2. SERVICES PROVIDED BY SUNNYSIDE	1
3. HEALTHCARE AND ANCILLARY SERVICES	3
4. OCCUPANCY AND FEES.....	5
5. SURRENDER OF RIGHT OF OCCUPANCY AGREEMENT	6
6. LICENSURE.....	7
7. MISCELLANEOUS	7
SIGNATURES	8- 9

SUNNYSIDE HEALTHCARE OCCUPANCY AGREEMENT

INTRODUCTION

THIS AGREEMENT is made on _____ by and between
SUNNYSIDE PRESBYTERIAN HOME of Rockingham County, Virginia,
hereinafter Sunnyside, and _____ (“Resident”).

Sunnyside Presbyterian Home is a not-for-profit corporation organized under the laws of the Commonwealth of Virginia to establish and operate retirement facilities for adults. The Resident has made application for residence in the community known as Sunnyside, and such application has been approved, subject to the provisions of this Agreement.

AGREEMENTS

1. LIVING ACCOMMODATIONS AND FACILITIES

1.1 Living Accommodations. The Resident shall have a personal, non-assignable right to occupy Room number _____ (the “Living Unit”) located in the Pannill Health Care Center, subject to removal only as hereinafter provided.

1.2 Furnishings. Sunnyside shall provide in the Living Unit a bed, nightstand, dresser, over-the-bed table, and chair (if requested). Resident may provide other furnishings.

1.3 Sunnyside Facilities. Resident shall have the right to use, in common with other Sunnyside residents, the congregate and communal facilities provided by Sunnyside.

2. SERVICES PROVIDED BY SUNNYSIDE

2.1 Services Provided. The Resident shall have the right to all the services and amenities specified below as long as: (i) the Resident complies with the terms of this Agreement and (ii) the Agreement is not terminated.

2.1.1 Utilities. Sunnyside shall provide the utilities reasonably required (water and sewer, electricity, heating, air conditioning, cable TV, and in-

house telephone service) in connection with the occupancy of the Living Unit, subject, however, to the availability of such services to Sunnyside. Local and long-distance telephone service will be provided by Sunnyside at an additional charge.

2.1.2 Meals. Sunnyside shall furnish the Resident with three meals per day. Meals shall be nutritionally well balanced and served in one of the Healthcare dining rooms or other areas designated by Sunnyside.

2.1.3 Housekeeping. Weekly housekeeping services shall be provided by Sunnyside. However, the Resident and/or Resident's designated representative shall maintain the Living Unit in an orderly condition via the guidance of the Director of Nursing and/or the Executive Director.

2.1.4 Laundry. Sunnyside shall provide laundry service for all bed linen, towels, and personal laundry.

2.1.5 Maintenance and Repairs. Necessary repairs, maintenance, and replacement of property owned by Sunnyside shall be performed and provided by Sunnyside.

2.1.6 Grounds. Sunnyside shall provide basic grounds keeping care, including lawn service and snow removal from roadways and walks.

2.1.7 Mail. Personal mail shall be delivered to Resident's room.

2.1.8 Programs. Programs of social, recreational, wellness and religious activities shall be provided for interested residents.

2.1.9 Transportation. Sunnyside shall provide scheduled transportation as deemed appropriate. Transportation for medical appointments shall be provided in accordance with policies and procedures at Sunnyside. In appropriate circumstances, transportation via ambulance or other related services may be necessary. The Resident is responsible for payment of such transportation and any other associated charges.

2.1.10 Nursing Services. Sunnyside shall provide 24-hour nursing services, including administration of medications, assistance with activities of daily living (bathing, dressing, etc.) and restorative nursing programs provided by Sunnyside and prescribed by the Resident's physician or physical therapist.

2.1.11 Care Changes. A 14-day notice will be given in the event the scope of care as provided herein is to be changed unless a physician orders 24-hour nursing care or a prohibitive condition exists.

2.1.12 Other Services. Services for which an additional charge may be made, if provided, include, but are not limited to: group travel trips arranged for special cultural, social, sporting, and scenic excursions; individual transportation services; art and instruction classes, theater, orchestra, lecture series tickets, specific entertainment and activities; beauty/barber shops; notary public services; and additional housekeeping and grounds maintenance.

3. HEALTHCARE AND ANCILLARY SERVICES

3.1 Outpatient Services. Sunnyside shall provide a clinic where the Resident may be examined and treated as an outpatient. Sunnyside shall arrange for a Medical Director to be available from time to time in the clinic. The Resident may, however, engage the services of a Medical Director who may also use the facilities of the clinic subject to rules and regulations of Sunnyside. Sunnyside does provide and supervise a Medical Director who may be engaged by the resident for individual services. The Medical Director engaged to provide services for a resident is not an employee or agent of the facility.

Sunnyside may arrange for the services of a physical therapist, a dentist, and other health professionals, as it deems necessary. The Resident is responsible for payment of charges by these health professionals.

3.2 Inpatient Services. Care shall be provided as may be appropriate in a nursing facility. Need for care beyond that which can be provided in this setting may require the Resident to relocate to an appropriate facility (example: acute care hospital or mental illness or drug abuse treatment facility).

3.3 Attorney-in-Fact. The Resident agrees that in the event of physical injury or illness which requires immediate hospitalization, medical treatment, or surgical operation, that in the event the Resident is incapable or incompetent because of injury or illness to consent to such necessary hospitalization, medical treatment or surgery and the Resident's Attorney-in-Fact or Agent pursuant to a Medical Power of Attorney cannot be reached in time to make the necessary decision, Resident hereby appoints the Executive Director of Sunnyside or a person so designated to act in the stead of said Executive Director as his/her agent and attorney-in-fact, to contract for

him/her in his/her name for such hospitalization, medical treatment, or to have such necessary surgical operation performed, provided a competent physician advises and recommends such medical treatment or surgery as apparently necessary. It is distinctly agreed that neither Sunnyside nor the Executive Director and/or designee shall be liable to Resident nor to any other person in any manner whatsoever because of such surgery or the result thereof.

3.4 Health Related Charges. The Resident shall be responsible for the following charges to the extent they are not covered by Medicare or the Resident's Supplemental Insurance:

- (a) Charges of any physician, physical therapist, occupational therapist, podiatrist, or other health professional, whether provided by Sunnyside or elsewhere;
- (b) The ninety (90) days of Assisted Living or Health Care use will be secondary to any covered insurance programs, including Medicare. Medicare will be the primary payor for the Resident while under a Medicare stay;
- (c) Charges for medicines, drugs, vitamins, food supplements, dental work, glasses, hearing aids, orthopedic devices, or other health related items.

3.5 Medical Insurance

3.5.1 The Resident shall maintain, at all times, at the Resident's own cost, the maximum coverage under any federal, state, municipal public insurance plans, and Medigap Supplemental Insurance. The Provider and this Agreement do not act as a substitute for Medigap Insurance.

3.5.2 The Provider may, at option and without obligation, obtain policies of insurance covering its services to Residents. All premium payments on such policies and the associated costs of same shall be reflected in future Daily Fees. The Resident agrees to cooperate fully in connection with the application for and maintenance of such insurance.

3.5.3 Mental Illness, Contagious Disease. If the Provider determines that the Resident's mental or physical illness causes continued presence at the community to be dangerous or detrimental to the health or peace of the Resident or other Residents, the Provider may

transfer the Resident to an institution selected by the Provider (or by the Resident or the Resident's Responsible Party if they have a preference, provided such transfer is appropriate and can be accomplished within a reasonable timeframe) at the Resident's expense. While at such an institution, the Resident shall continue to pay the Daily Fee.

4. OCCUPANCY AND FEES

4.1 Daily Fee. Resident, or Resident's designated representative, shall pay to Sunnyside a daily fee for a private/semiprivate room, currently \$_____, payable monthly in advance for the services described in Sections 1 and 2 of this Agreement. Sunnyside shall endeavor to maintain its schedule of fees at the lowest possible rate consistent with sound financial practices. Sunnyside may adjust the schedule of fees at any time upon a 30-day written notice to the Resident or his/her Power of Attorney. In the event of transfer of ownership, closing of facility, or Resident transfer or discharge, any advance payments beyond the effective day of said event shall be refunded.

4.2 Ancillary Charges. The Resident or the Resident's designated representative, agrees to pay, in addition to the Daily Fee, all ancillary charges for services described in Section 3 of this Agreement.

4.3 Power of Attorney. Resident agrees to: (1) appoint and maintain a valid Power of Attorney, (2) execute an Advance Medical Directive, and (3) provide Sunnyside with current copies of these documents.

4.4 Resident's Inability to Pay. It is the policy of the Provider not to terminate the residency of the Resident solely by reason of financial inability of the Resident to pay the Daily Fee, provided the Resident has not transferred assets in violation of this Agreement or applicable law. If the Resident is unable to meet the financial obligations to the Provider, the Resident agrees to liquidate personal assets in order to meet said obligations. The Resident will also furnish to the Provider sufficient financial information that will justify that the Resident is unable to pay the total Daily Fee and other charges. When the Resident establishes facts to justify the need for such financial assistance, the Provider may, if it can do so without impairing the ability of the community to operate on a sound financial basis, subsidize the Resident's Daily Fee. In the event financial assistance is granted, the Resident shall be liable to the Provider for the full amount of the subsidy received by the Resident, which will be charged against the Resident's Entrance Fee refund, if any, and to the extent of any deficiency

amount thereafter, shall be due and payable at such time as the Resident has sufficient funds therefore, and otherwise shall be due and payable from and enforceable against the Resident's estate.

4.5 Right of Entry. Employees of Sunnyside shall have the right to enter the Resident's Living Unit (a) at all reasonable times for inspection and to perform housekeeping and maintenance functions and (b) at any time to respond to fire or medical alerts and for other emergency purposes.

4.6 Removal of Property. In the event of withdrawal, death, or permanent transfer of a Resident, all of the Resident's property shall be removed from the previously occupied Living Unit within three (3) days. In the event that the Living Unit is needed for another resident in an emergency situation, Sunnyside reserves the right to move the Resident's property to a safe storage unit until the family is able to retrieve such property. If property is not removed within such three (3) day period, Sunnyside shall have the right to remove and store such property at the Resident's expense, or at the expense of his/her estate, for a period of six months; and, thereafter, if such property is not claimed, it shall be disposed of in accordance with the laws of the State of Virginia.

4.7 Damage or Loss of Property. Although Sunnyside will exercise reasonable care in providing effective security, it is recommended the Resident insure his/her property against casualty and theft loss.

4.8 Rules and Regulations. Resident will abide by the Sunnyside rules and regulations and such reasonable amendments, modifications and changes of these rules and regulations as may hereafter be adopted by Sunnyside. Any rules and regulations adopted by Sunnyside shall be applied to all residents similarly situated without preference or prejudice to any resident or group of residents.

5. SURRENDER OF RIGHT OF OCCUPANCY AGREEMENT

5.1 Temporary Transfer from Sunnyside. When Resident suffers any physical or mental condition for which Sunnyside is not permitted to provide care within the requirements of law, or when his/her presence is deemed detrimental to the health or peace of the other residents, or when Sunnyside determines such action to be in the best interests of the Resident, Sunnyside shall have authority, in consultation with the Resident's Attorney-in-Fact, to transfer Resident to another facility or institution, public or private, suitable for such cases. Such a transfer shall not be a termination, either voluntary or

involuntary, of this contract. In the event of a determination by a Sunnyside Medical Director that the condition requiring transfer of the Resident is not temporary in nature, the Living Unit shall be released.

5.2 Cancellation of Agreement. Sunnyside shall not cancel this Occupancy Agreement with the resident without good cause. Good cause shall be limited to: proof that Resident is a danger to him/herself or others; nonpayment of the Daily Fee; repeated conduct by the Resident that interferes with other residents quiet enjoyment of Sunnyside; persistent refusal to comply with Sunnyside's written rules and regulations; a material misrepresentation made intentionally or recklessly by the Resident in his/her application for residency, or related materials regarding information which, if accurately provided, would have resulted in either a failure of the Resident to qualify for residency or a material increase in the cost of providing to the Resident the care and services provided under this Agreement; or a material breach of the terms and conditions of this Agreement by the Resident. A written notice of intent to cancel this Agreement by Sunnyside will be provided to the Resident.

5.3 Opportunity to Cure. Where applicable, an opportunity will be given to cure, within a 30-day period, whatever conduct is alleged to warrant the cancellation of this Agreement.

5.4 Voluntary Cancellation by Resident. Resident shall give a sixty (60) day written notice prior to voluntary cancellation of this agreement. If Resident fails to give the proper notice, he/she agrees that Sunnyside shall charge its normal fees for the 60-day period.

6. LICENSURE

Sunnyside is licensed to operate a Nursing Facility (Healthcare Center) by the Center for Quality Healthcare Services and Consumer Protection, Virginia State Department of Health, which is located at 3600 W Broad Street, Suite 216, Richmond, Virginia 23230.

7. MISCELLANEOUS

7.1 Further Assurances. The Resident, for himself/herself, his/her heirs, personal representatives and assigns, agrees to execute and deliver to Sunnyside such legal instruments as may be requisite to carry out the provisions of this Agreement.

7.2 Representations. The application and the statement of finances and health history of Resident filed with Sunnyside are incorporated in this contract by this reference and all statements herein are deemed to be representations by Resident as of the date made. Resident represents that there have been no material changes in the information provided since the date thereof. Resident’s breach or misrepresentation may result in (a) cancellation of this Agreement, or (b) transfer as provided in Section 5 in this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this date

SIGNATURES

Print Name **SUNNYSIDE PRESBYTERIAN HOME**

_____ By: _____
“Sunnyside”

Print Name

_____ By: _____
“Resident”

_____ By: _____
“Attorney-in-Fact”, if applicable

ACKNOWLEDGMENTS:

I hereby acknowledge I/we have received the following:

Initials:

- _____ ☐ A copy of Sunnyside's Continuing Care Provider Disclosure Statement
- _____ ☐ A complete copy of this Occupancy Agreement
- _____ ☐ A copy of this Resident's Handbook
- _____ ☐ A copy of Resident' Rights related to personal health information

Signed:

Rev. 1k/0922

Initials _____

SUNNYSIDE

APARTMENT OCCUPANCY AGREEMENT

Initials

- _____ ☐ **Type I – Fee for Service**
- _____ ☐ **Type II – 90 Days Care**
- _____ ☐ **Type III – 50% Refund**
- _____ ☐ **Type IV – 90% Refund**
- _____ ☐ **Type V – LifeCare**



SUNNYSIDE

Apartment Occupancy Agreement

Table of Contents

Subject	Page
I. Recitals	1
II. Introduction	3
1. Living Accommodations, Fees and Facilities.....	3
2. Services Provided by Sunnyside.....	4
3. Health Care	6
4. Occupancy	8
5. Transfer and Surrender of Right of Occupancy.....	11
6. Co-Occupancy	13
7. Entrance Fee Refund	15
8. Miscellaneous	16
Signatures.....	19

I. Recitals

Definitions

“Agreement” or “Occupancy Agreement” shall mean this document and any attachments, and the Application and medical history provided by the resident.

“Assisted Living” shall mean the assisted living services and facilities at Sunnyside, which Sunnyside shall be licensed by the state to provide.

“Attorney-in-Fact” shall mean that individual that the Resident identifies through proper identification as the Resident’s power of attorney and health care power of attorney.

“Community” shall mean the Sunnyside Presbyterian Home of Rockingham County, Virginia, hereafter Sunnyside, a Virginia not-for-profit corporation and the operator of Sunnyside.

“Continuing Care” shall mean the provision of lodging and nursing, medical or other health related services at the same or another location to an individual pursuant to an agreement effective for the life of the individual or for a period greater than one year, including mutually terminable contracts, and in consideration of the payment of an entrance fee with or without other periodic charges. An individual who is provided continuing care is one who is not related by consanguinity or affinity to the person who provides the care.

“Co-occupant” shall mean the relative, friend or friends residing with the Resident in the Residence.

“Entrance Fee” shall mean the sum of money transferred by the resident to Sunnyside as full or partial consideration for acceptance of the resident into Sunnyside and as described in this Agreement.

“Executive Director” shall mean the individual with overall responsibility for directing and planning the day-to-day administration of Sunnyside.

“Health Care Center” shall mean the nursing care facility at Sunnyside.

“Monthly Fee” shall mean the fee paid by the Resident to Sunnyside on a monthly basis and described in this Agreement.

“Permanent Resident” shall mean a Resident for whom a determination has been made by the interdisciplinary medical team after consultation with the Resident or the Resident’s Responsible Party, the personal physician of the Resident and the Executive Director that such Resident needs permanent or prolonged full-time care in a nursing facility, assisted living facility or hospital (including mental hospital).

“Residence” shall mean the residential accommodation designated by the Resident on the Signature page of this Agreement, or any other accommodation to which the Resident transfers, including accommodations in Assisted Living and the Health Care Center.

“Resident” shall mean the person or persons listed in the signature page of this agreement.

“Resident Care Committee” shall mean a multidisciplinary staff committee that reviews the health and safety of each resident to determine the appropriate level of care and/or service.

SUNNYSIDE APARTMENT OCCUPANCY AGREEMENT

INTRODUCTION

THIS TYPE _____ AGREEMENT is made on _____,
by and between SUNNYSIDE PRESBYTERIAN HOME of Rockingham County,
Virginia, hereinafter doing business as Sunnyside, and:

_____ (“Resident”).

SUNNYSIDE PRESBYTERIAN HOME is a not-for-profit corporation organized under the laws of the Commonwealth of Virginia to establish and operate retirement facilities for adults. The Resident has made application for residence in the community known as Sunnyside, and such application has been approved, subject to the provisions of this Agreement.

AGREEMENTS

1. LIVING ACCOMMODATIONS, FEES AND FACILITIES

1.1 Living Accommodations. The Resident shall have a personal, non-assignable life right to occupy the Residence known as _____ (the “Residence”), and subject to removal only as hereinafter provided.

1.2 Entrance Fee. Resident shall pay to Sunnyside an Entrance Fee in the amount of \$_____ in payment for the rights described herein. Said amount, less any advance deposits and including all change/modification costs, is payable on date of occupancy or assigned date of occupancy, whichever comes first. The Entrance Fee charge shall not be increased or changed for the duration of this agreement.

1.3 Monthly Fee. Resident shall pay to Sunnyside a Monthly Fee, currently \$_____, **payable in advance**, for the services described herein. Sunnyside shall endeavor to maintain its schedule of fees at a reasonable rate consistent with sound financial practices. Sunnyside may adjust the schedule of fees at any time upon a 30-day written notice to the Resident. The Resident shall not be

Initials _____

entitled to occupy the Residence or to receive any services whatsoever from Sunnyside until the payment of the Monthly Fee and Entrance Fee described in these sections has been received.

1.4 Furnishings. Sunnyside shall provide an electric kitchenette in the Residence. Resident shall provide all other furnishings. Electrical and mechanical appliances provided by Resident shall be subject to approval by Sunnyside.

1.5 Sunnyside Facilities. Resident shall have the right to use, in common with other residents, the congregate and communal facilities provided by Sunnyside.

1.6 Physical Changes in the Residence. Any material physical change (i.e., changes to structure, fixtures, floor coverings) of any kind to the Residence may be made only upon the written approval of Sunnyside. Any approved change(s) will be at the Resident's cost unless otherwise agreed to in writing by Sunnyside. The approval of any change requested by the Resident will be conditioned upon the agreement of the Resident to bear the expense of restoring the Residence to its original condition, unless otherwise approved in writing by Sunnyside. All change/modification costs are payable on the date of occupancy or assigned date of occupancy, whichever comes first.

2. SERVICES PROVIDED BY SUNNYSIDE

2.1 Services Provided. The Resident shall have the right to all the services and amenities specified below as long as: (i) the Resident complies with the terms of this Agreement and (ii) the Agreement is not terminated.

2.1.1 Utilities. Sunnyside shall provide the utilities reasonably required (water and sewer, electricity, heating, air conditioning, cable television, and in-house telephone service) in connection with the occupancy of the Residence, subject, however, to the availability of such services to Sunnyside. Sunnyside will provide local and long-distance telephone service at an additional charge.

2.1.2 Local Transportation. Sunnyside shall provide scheduled transportation as deemed appropriate. Transportation shall be provided in accordance with policies and guidelines at Sunnyside. Sunnyside reserves the right to charge appropriate fees for such transportation. In appropriate circumstances, transportation via ambulance or other

related services may be necessary. In these instances, the Resident is responsible for payment of such transportation and any other associated charges. Transportation for special and group trips may be available, and the cost of such trips shall be borne by the Resident.

2.1.3 Meals. Sunnyside shall provide a meal plan each month to the Resident. The Resident may purchase additional meals at a cost to be determined by Sunnyside. The monthly allocation from the Resident's monthly fee for the meal plan will be \$350. The amount of the allocation may be adjusted from time to time as determined by Sunnyside. The Resident may invite guests to any meal and utilize his or her meal plan allocation or pay additionally for guest meals. Prior notice to dining services of guests may be required. Reservations are required for holiday meals.

2.1.4 Housekeeping. The Resident shall maintain the Residence in a clean, sanitary, and orderly condition. Sunnyside may provide Housekeeping services upon request at an additional charge to the Resident.

2.1.5 Maintenance and Repairs. Necessary repairs, maintenance and replacement of property owned by Sunnyside shall be performed and provided by Sunnyside. Any work performed by Sunnyside at the request of the Resident for repairs, maintenance and replacement will be at the Resident's own expense. All contractors performing work must be approved by the Executive Director or his or her designee.

2.1.6 Grounds. Sunnyside shall provide basic grounds keeping care, including lawn service and snow removal from roadways and walks.

2.1.7 Mail. Individual mailboxes shall be provided in a central location.

2.1.8 Events. Events of a social, recreational, wellness and religious variety shall be provided for interested Residents. Additional events requested by the Resident may be provided subject to the considerations of costs, interest, and benefit to the overall Resident population.

2.1.9 Emergency Services. Sunnyside shall provide, in case of an emergency, an urgent call system, monitored by staff 24-hours per day.

2.1.10 Resident Council. Interested residents may establish and maintain a Resident Council. Sunnyside will be responsible for providing assistance with the formation and maintenance of the council, whether or not such a council exists in Sunnyside. The general purpose of the council is to promote a free exchange of ideas, to work with the administration in improving the quality of life for all residents, to discuss the services offered by Sunnyside and make recommendations for resolution of identified problems or concerns and to perform other functions as determined by the council.

2.1.11 Care Changes. A 30-day notice will be given in the event the scope of care as provided herein is to be changed. In urgent situations the notice will be waived.

2.1.12 Other Services. Services for which an additional charge may be made, if provided, include but are not limited to: group trips arranged for cultural, social, sporting and scenic excursions; individual transportation services; art and instruction classes, theater, orchestra, lecture series tickets; specific entertainment and activities; beauty/barber services; clinic services (e.g.- foot care, EKG, blood glucose monitoring, etc.); notary public services; housekeeping; individual landscaping; and linen service.

3. HEALTH CARE (NURSING & ASSISTED LIVING)

3.1 Outpatient Services. Sunnyside may provide a clinic where the Resident may be examined and treated as an outpatient. Sunnyside may arrange for Clinical staff to be available from time to time in the main clinic located in the Pannill Health Care Center. The Resident may, however, engage the services of an alternative clinical professional who may also use the facilities of the clinic subject to policies and guidelines of Sunnyside. Sunnyside may, from time to time, maintain a satellite clinic in The Highlands. These services will be available at an additional cost to the Resident.

Sunnyside may arrange for the services of a physical/occupational/speech therapist, a dentist, and other health professionals, as appropriate. The Resident is responsible

for payment of charges by these health professionals. The Resident is also responsible for charges incurred in the clinic.

3.2 Inpatient Services. The Resident shall have priority over nonresidents for admission to Sunnyside's Assisted Living or the Health Care Center. Care will be provided as may be appropriate in an assisted living facility or nursing facility. Need for care beyond that which can be provided in these settings may require the Resident to relocate to an appropriate facility (example: acute care hospital or mental illness or drug abuse treatment facility). Permanent transfer to Assisted Living or the Health Care Center shall terminate the rights and obligations of both parties to this Agreement and a new Agreement will be signed and initiated for the Sunnyside Assisted Living or Health Care Residence, whichever is applicable. The terms expressed in 3.2.3 shall survive this agreement and override any conflicting terms from any new Agreement noted above.

3.2.1 For Type I, Type III and Type IV Occupancy Agreements only, the cost of care in these facilities shall be the responsibility of the Resident.

3.2.2 For Type II Occupancy Agreements only, should the Resident require care in Assisted Living and/or the Health Care Center, ninety (90) days of such care shall be provided by Sunnyside. Such days are cumulative over the Resident's lifetime and are non-transferable, non-renewable, and non-refundable. During those ninety (90) days, the Resident will continue to be responsible for his/her regular Monthly Fee, additional meals, and ancillary medical supplies. If care is required beyond the ninety (90) day period, the Resident shall be responsible for payment of the full per diem rate currently applicable to the level of care that he/she is receiving. The ninety (90) days of Assisted Living or Health Care use will be secondary to any covered insurance programs, including Medicare. Medicare will be the primary payor for the Resident while under a Medicare stay.

3.2.3 For Type V Occupancy Agreements only, should the Resident require care in Assisted Living and/or the Health Care Center, Sunnyside shall provide such care. The Resident will continue to be responsible for his/her regular Monthly Fee, additional meals, and ancillary medical supplies. The need for care beyond that which may be provided in these settings will require the Resident to relocate to an

appropriate facility at his/her own expense (example: acute care hospital or mental illness or drug abuse treatment facility).

3.3 Emergency Situations. The Resident agrees that in the event of physical injury or illness which requires immediate hospitalization, medical treatment, or surgical operation, and the Resident is incapable or incompetent because of injury or illness to consent to such necessary hospitalization, medical treatment or surgery and the Resident's Attorney-in-Fact, or Agent pursuant to a Medical Power of Attorney, cannot be reached in time to make the necessary decision, Resident hereby appoints the executive director of Sunnyside, or a person so designated to act in the stead of said Executive Director, to request immediate transportation of the Resident to the local hospital for care. It is agreed that neither Sunnyside nor the executive director and/or designee shall be liable neither to Resident nor to any other person in any manner whatsoever because of such actions.

3.4 Health Related Charges. The Resident shall be responsible for the following charges to the extent they are not covered by Medicare or the Resident's Supplemental Insurance:

3.4.1 Charges for services of any physicians, physical/occupational/speech therapists, podiatrists, or other health professionals, whether provided by Sunnyside or elsewhere;

3.4.2 Charges for medicines, drugs, vitamins, food supplements, dental work, glasses, hearing aids, orthopedic devices, or other health related items.

3.5 Medical Insurance. The Resident shall maintain, at all times, at the Resident's own cost, the maximum coverage under any federal, state, municipal public insurance plans, and Medigap or other supplemental insurance for which he or she may qualify. Sunnyside and this Agreement do not act as a substitute for Medigap or other supplemental insurance. Sunnyside may, at its option and without obligation, obtain policies of insurance covering its services to Residents. All premium payments on such policies and the associated costs of the same shall be reflected in future Monthly Fees. The Resident agrees to cooperate fully in connection with the application for and maintenance of such insurance.

4. OCCUPANCY

4.1 Power of Attorney. Resident agrees to: (1) appoint and maintain a valid Power of Attorney, (2) execute an Advance Medical Directive, and (3) provide Sunnyside with current copies of these documents prior to occupancy, and with any changes or updated versions of these documents. In no case shall occupancy be permitted without the above.

4.2 Occupancy. Resident agrees to occupy the Residence assigned on or before _____. In the event the Resident does not occupy the Residence on this assigned date, Resident shall be obligated to pay the applicable monthly fee from the assigned occupancy date to the actual date of occupancy. The Residence shall be occupied solely by the Resident(s) herein. There shall be no occupancy by non-residents. No guest, other than a family member, should occupy a Residence for longer than one (1) week without prior approval of the executive director or his or her designee. Responsibility for the conduct and other actions by the Resident's guest(s) is the responsibility of the Resident.

4.3 Policies and Guidelines. Resident will abide by Sunnyside's policies and guidelines and such reasonable amendments, modifications and changes of these policies and guidelines as may hereafter be adopted by Sunnyside. Any policies and guidelines adopted by Sunnyside shall be applied to all Residents similarly situated without preference or prejudice to any Resident or group of Residents.

4.4 Survivor. If this Agreement is executed Residents who are husband and wife, or are otherwise related either by blood or by friendship, it is understood that upon the death of one Resident, all rights hereunder shall vest in, and all obligations hereunder shall transfer to, the surviving Resident to the same extent as if such surviving Resident had been the sole and only Resident under the terms of this Agreement, provided that the survivor can demonstrate his or her ability to continue to meet the financial terms of this agreement. In the event the survivor is unable or unwilling to do so, he or she will be subject to termination of this agreement.

4.5 Relocation or Death of Resident(s). This Agreement does not create any interest in the real estate owned by Sunnyside, and this occupancy privilege shall not inure to the use or benefit of the heirs, assignees, or representatives of Residents and, upon the relocation or death of the last surviving Resident under this agreement, all rights of occupancy under this Agreement shall terminate.

4.6 Resident's Inability to Pay. The Resident(s) shall be required to provide a complete update to their financial statements prior to moving to another level of care within Sunnyside. A move to a higher level of care could be denied if the Resident would not pass financial qualification and their inability to do so was a result of abnormal gifting or other diversion of assets subsequent to the Resident's original financial statement and qualification. If the Resident is unable to meet his or her financial obligations to Sunnyside, the Resident agrees to liquidate personal assets in order to meet said obligations. The Resident will also furnish to Sunnyside sufficient financial information to demonstrate that the Resident is unable to pay the total Monthly Fee and other charges. Once the Resident satisfactorily establishes facts to justify the need for such financial assistance, Sunnyside may, if it can do so without impairing the ability of Sunnyside to operate on a sound financial basis, subsidize the Resident's Monthly Fee. In the event financial assistance is granted, the Resident shall be liable to Sunnyside for the full amount of the subsidy received by the Resident, which will be charged against the Resident's Entrance Fee refund, if any, and to the extent of any deficiency amount thereafter, shall be due and payable at such time as the Resident has sufficient funds therefore, and otherwise shall be due and payable from and enforceable against the Resident's estate. In the case of Sunnyside subsidizing the Resident's Monthly fee, Sunnyside reserves the right to require the Resident to transfer to a lower costing Residence when available, in order to reduce the Monthly Fee. Failure of the Resident to pay the Monthly Fee or to qualify for financial assistance may result in the Resident's loss of occupancy of the Residence as outlined in this agreement.

4.7 Financial Statements. To ensure Sunnyside's ongoing ability to plan for future needs of Residents who outlive their resources, it is important to anticipate, as much as practicable, what those obligations will be. Therefore, Resident or responsible party agrees to provide an updated and complete financial statement, along with associated documentation, as requested, every three (3) years.

4.8 Right of Entry. Employees of Sunnyside shall have the right to enter the Residence (a) at all reasonable times for inspection and to perform housekeeping and maintenance functions and (b) at any time to respond to fire or medical alerts and for other emergency purposes.

4.9 Removal of Property. In the event of withdrawal, death, or permanent transfer of a Resident, including permanent transfer to Assisted Living or the Health Care Center, or upon termination of this Agreement, all of the Resident's property shall be removed from the previously occupied Residence within 30 days by an individual designated by the Resident or the Resident's Attorney-in-Fact. **Sunnyside**

shall impose the applicable Monthly Fee until said Resident's property is removed and the Residence is released to Sunnyside. Sunnyside shall be entitled to reduce unamortized entry fee refund, if any, by 2% per month until the property is removed. Sunnyside may also opt to move, store or dispose of the items subject to a fee. Sunnyside will not be responsible for loss or damage to the Resident's belongings.

4.10 Damage or Loss of Property. Although Sunnyside will exercise reasonable care in providing effective security, the Resident is encouraged to insure his/her property against casualty and theft loss, should he/she desire such insurance protection. Sunnyside shall not be responsible for damage to or loss of any of the Resident's property by casualty, theft, or other cause.

4.11 Tobacco-Free Policy. Sunnyside is committed to providing the healthiest possible environment for all its residents, employees and visitors. Effective March 1, 2018, Sunnyside became a tobacco-free community and adopted a tobacco-free policy that applies to all residents, employees, volunteers, vendors and contractors. Tobacco use of any type is prohibited and includes cigarettes, cigars, pipes, snuff, chewing tobacco and vapor products such as e-cigarettes and other related products used to simulate smoking. This policy applies to all property owned and/or leased by Sunnyside (e.g., personal residences, parking lots, grounds, public areas, company cars and resident cars parked on the Sunnyside campus), as well as adjacent property. Residents not adhering to the policy will be assessed for damages caused by tobacco products and the cost of such will be paid by the Resident or may be subtracted from the entrance fee refund, if applicable.

5. TRANSFER AND SURRENDER OF RIGHT OF OCCUPANCY

5.1 Physical and Mental Health Requirements of Resident. As a condition of occupancy at Sunnyside, the Resident shall be physically and mentally capable of performing routine activities of daily living and able to respond appropriately to emergency situations. If Sunnyside determines in its sole discretion that the Resident is unable to comply with these requirements or the Resident's physical or mental illness causes the Resident's continued presence at Sunnyside to be detrimental to the health or safety of his/herself or others, Sunnyside reserves the right to transfer the Resident to an appropriate level of care within Sunnyside or transfer the Resident to an appropriate institution or facility. While at such an institution or facility the Resident shall continue to pay the monthly fee. In the event of a transfer the provision of Section 5.2 shall apply.

5.2 Temporary Transfer from Sunnyside. If the Resident suffers any physical or mental condition for which Sunnyside is not permitted to provide care within the requirements of law, or when his/her presence is deemed detrimental to the health or safety of his/herself, other residents, or staff; or when Sunnyside determines such action to be in the best interest of the Resident, Sunnyside shall have the authority, in consultation with the Resident's Responsible Party, to transfer Resident to another facility or institution, public or private, suitable for such cases. Such a transfer shall not be a termination, either voluntary or involuntary, of this contract. In the event that the condition requiring transfer of the Resident is not temporary in nature, the Residence shall be released.

5.3 Exchange Between Residences. Residents may transfer to or exchange residences with the prior approval of the Executive Director. Requests will be considered based on the policies and guidelines of Sunnyside.

5.4 Permanent Surrender of Right of Occupancy. The following are examples of conditions of physical and mental health which may result in the need for the Resident to relinquish the Residence and to move to a level of care that would best meet his/her needs:

- a) Limited mobility
- b) Limited vision
- c) Failing general health that precludes Resident from independent living due to his/her inability to cook, clean, bathe, and secure groceries and supplies.
- d) Loss of mental faculties to a degree where living independently poses a hazard to his/her health or to the health of Sunnyside.

This process may be initiated:

- a) By recommendation of attending physician
- b) In consultation with family members
- c) By the Executive Director and Resident Care Committee
- d) At the request and desire of the Resident

If a resident needs to move to a higher level of care or out of Sunnyside, the executive director and Resident Care Committee, in consultation with the Resident's responsible party and attending physician will collaborate to reach a decision in the best interest of the Resident. The final decision will be Sunnyside's.

A Resident may continue his/her residency in the Residence described in this Agreement as long as he/she does not suffer from any physical or mental condition which could preclude their ability to continue to function independently, continues to pay the applicable monthly fee and other charges and cancellation of this Occupancy Agreement has not occurred as provided for herein.

5.5 Cancellation of Agreement. Sunnyside shall not cancel this Occupancy Agreement with the Resident without good cause. Good cause shall be limited to: proof that Resident is a danger to him/herself or others; nonpayment of the Monthly Fee and other charges; repeated conduct by the Resident that interferes with other residents' quiet enjoyment of Sunnyside; persistent refusal to comply with Sunnyside's written policies and guidelines; a material misrepresentation made intentionally or recklessly by the Resident in his/her application for residency, or related materials, regarding information which, if accurately provided, would have resulted in either a failure of the Resident to qualify for residency or a material increase in the cost care and services provided under this Agreement; or a material breach of the terms and conditions of this Agreement by the Resident. A written notice of intent to cancel this Agreement by Sunnyside will be provided to the Resident.

5.6 Opportunity to Cure. Where applicable and within a 30-day period, an opportunity will be given to cure whatever conduct is alleged to warrant the cancellation of this Agreement.

5.7 Voluntary Cancellation by Resident. Resident shall give a sixty (60) day written notice prior to voluntary cancellation of this agreement. If Resident fails to give the proper notice, he/she agrees that Sunnyside shall charge its normal fees for the 60-day period and Sunnyside shall be entitled to reduce the Resident's unamortized Entry Fee refund, if any, by 2% per month for the sixty (60) day period.

6. Co-Occupancy

6.1 Marriage and/or Co-Occupancy with a Non-Resident. When a Resident marries and brings his/her spouse to Sunnyside, there will be a second person Entrance Fee for the Resident's spouse. The second person Entrance Fee will be based on the spouse's occupancy agreement type. There will also be a second person Monthly Fee for the Resident's spouse based upon his or her occupancy agreement type. Sunnyside will honor its Agreement with the original Resident. At the termination of that Agreement, the surviving spouse may negotiate his/her own

Agreement. The spouse/co-occupant must meet Sunnyside's entrance requirements. If the spouse/co-occupant cannot meet the admissions criteria, Sunnyside will deny continued Residency. In such event, the right of the surviving spouse to occupy said Residence shall cease and terminate, and the Residence shall be deemed fully surrendered to Sunnyside.

6.2 Marriage and/or Co-Occupancy with a Current Resident. In the event that the Co-occupant is already a resident of Sunnyside, this Agreement and the Co-Occupant's Agreement shall be cancelled, and the Resident and Co-occupant will enter into a new Agreement with Sunnyside. If the Resident remains in the current Residence and the Co-occupant moves into the Resident's Residence, the only additional Entrance Fee payment required shall be for the current second person Entrance Fee if applicable. If two entrance fees have been paid, no additional entrance fee may be required; if only one entrance fee has been paid, an additional entrance fee will be required. There will also be a second person Monthly Fee for the Resident's Co-Occupant based upon his or her occupancy agreement type. This charge will be at the current rate charged to other residents. In this case, a refund of any portion of the Entrance Fee paid under this Agreement shall be governed by the terms and conditions of the new Agreement.

6.2.3 Relocation of Current Residents. If the Resident and Co-occupant are both current residents and move from their current Residences into a new shared Residence, the Resident and Co-occupant shall receive credit for the amount of Entrance Fees paid by them with respect to their separate Agreements, less any amounts charged or chargeable against the Entrance Fees paid, and shall pay Sunnyside the difference, if any, between the sum of the Entrance Fee paid with respect to their Agreements and the Entrance Fee and Second Person Entrance Fee charged for the new Residence at the time the Resident and the Co-Occupant enter into the new Agreement. If the Entrance Fee for the new Residence is lower than the sum of the Entrance Fees due and owing to the Residents, Sunnyside shall not refund the excess to the Resident or Co-occupant at the time they enter into the new Agreement.

6.3 Separation of Residents. In the event two current Residents decide to occupy separate residences, the following options are available:

6.3.1 If both choose to remain as Residents and therefore need separate Residences, the Resident moving to a new Residence will be obligated to pay the then current Entrance Fee and single person's Monthly Fee for the selected Residence. Sunnyside shall not refund any portion of the Entrance Fee paid under this agreement upon relocation.

6.3.2 If one Resident desires to move out of Sunnyside, the other Resident may remain in the current Residence or move to a new Residence, subject to the terms and conditions of this Agreement. If the remaining Resident stays in the current Residence, the Resident shall pay the single person Monthly Fee for the current Residence. If the Resident moves to a new Residence, in addition to paying the single person's Monthly Fee for the new Residence, he or she will pay the difference between the current Entrance Fee for the new Residence and the Entrance Fee paid under this Agreement. Sunnyside shall not refund, at that time, any portion of the Entrance Fee paid under this Agreement.

7. ENTRANCE FEE REFUND

7.1 Refund of Entrance Fee. In the event of death or withdrawal of the Resident from Sunnyside and release of the Residence, a partial refund of the Entrance Fee may be available. All refunds of any portion of the Entrance Fee are expressly conditioned upon Sunnyside's acceptance for admission of a new resident, the new resident's payment of the Entrance Fee, and the new resident's occupancy of the Residence. Any Entrance Fee refund that may be due to the Resident or the Resident's estate shall first be applied to satisfy, in part or in whole, any outstanding Monthly Fee or other charge(s) owed by the Resident to Sunnyside and/or the interest and principal outstanding on any Fellowship Assistance granted to you by Sunnyside, and the balance thereof shall be paid to the Resident or the Resident's estate. In no event shall the Resident or the Resident's estate receive a refund of the Monthly Fee paid to Sunnyside. Any outstanding Entrance Fee will be paid after the successful remarketing of the residence or within six (6) months, whichever occurs first. The refund available depends on the Agreement type. The following formulas apply:

7.1.1 For Type I and Type II Occupancy Agreements only, if the withdrawal or death occurs during the first 50 months following the date of occupancy, or assigned occupancy date, whichever occurs first,

a refund of the Entrance Fee will be made, reduced by 2% per month from the date herein referred to, until the Residence is released to Sunnyside. There will be no refund made under this policy after 50 months.

7.1.2 For Type III Occupancy Agreements only, when withdrawal or death occurs the refund will be 50% of the Entrance Fee. In the event the Resident becomes unable to pay the applicable monthly or daily service fee(s) in any level of housing or care, the Resident shall be liable to Sunnyside for the full amount, which will be charged against the Resident's Entrance Fee refund as well as payable from the Resident's estate.

7.1.3 For Type IV Occupancy Agreements only, when withdrawal or death occurs the refund will be 90% of the Entrance Fee. In the event the Resident becomes unable to pay the applicable monthly or daily service fee(s) in any level of housing or care, the Resident shall be liable to Sunnyside for the full amount, which will be charged against the Resident's Entrance Fee refund as well as payable from the Resident's estate.

7.1.4 For Type V Occupancy Agreements Only. if the withdrawal or death occurs during the first 50 months following the date of occupancy or assigned occupancy date, whichever occurs first, a refund of the Entrance Fee, less the \$_____ per resident Lifecare Fee, will be made, reduced by 2% per month from the date herein referred to until the Residence is vacated and released to Sunnyside. There will be no refund made under this policy after 50 months.

7.1.5 Residence Not Occupied. If the Resident dies before occupying the Residence, or is precluded through illness, injury, or incapacity from becoming a Resident under the terms of the Occupancy Agreement, the Agreement is automatically rescinded, and the Resident or his /her legal representative shall receive a full refund of all money paid to Sunnyside, except those costs specifically incurred by Sunnyside at the request of the Resident.

8. MISCELLANEOUS

8.1 Further Assurances. The Resident, for himself/herself, his/her heirs, personal representatives and assigns, agrees to execute and deliver to Sunnyside such legal instruments as may be requisite to carry out the provisions of this Agreement.

8.2 Representations. The application and the statements of finances and health history of Resident filed with Sunnyside are incorporated in this contract by this reference and all statements therein are deemed to be representations by Resident as of the date made. Resident represents that there have been no material changes in the information provided since the date thereof. Resident's breach or misrepresentation may result in (a) cancellation of this Agreement, or (b) transfer as provided in Section 5 of this Agreement.

8.3 Responsibility for Protection of the Resident's Property. Sunnyside shall not be responsible for the loss of any personal property belonging to the Resident due to theft, fire or any other cause. The Resident shall have the responsibility, at the Resident's own expense, of insuring the Resident's property against such risks under a tenant's or homeowner's insurance.

8.4 Accident Caused by the Resident. The Resident shall indemnify and hold Sunnyside harmless from any claims, investigations, proceedings or lawsuits, including all damages, costs, expenses, reasonable attorney's fee and court costs, resulting from, attributable to or in any way connected with the negligent or intentional act or omissions of the Resident. The Resident shall obtain liability insurance to cover such situations.

8.5 Responsibility for Damages. Any harm or damages to the real or personal property of Sunnyside caused in whole or in part by the Resident shall be charged to and paid for by the Resident. Sunnyside assumes by this Agreement no responsibility for any harm or damage done to the person or property of the Resident by another resident or by any other person or entity. To the extent permitted by law, the Resident also hereby releases and discharges Sunnyside from any and all claims for personal injury or property damage suffered by the Resident which are alleged to or actually arise from or relate to, in whole or in part, the Sunnyside's assistance to, supervision or care of other residents.

8.6 Renovations and Additions to the Campus. From time to time, Sunnyside may decide to renovate, demolish and add to its facilities. Resident agrees that he or she anticipates such activities, and they shall not constitute a nuisance or give rise to any cause of action on account of noise, dust, vibration, or any other inconvenience. Resident also agrees these activities by Sunnyside shall not constitute a breach by Sunnyside of this Agreement or any other obligation owed to the Resident. Resident further agrees not to maintain any action against Sunnyside to enjoin it from renovating, demolishing or adding to its facilities.

8.7 Non-Discrimination. Neither marital status, race, sex, national origin, disability nor faith has any bearing upon the offer, acceptance or termination of residence at Sunnyside.

8.8 Whole and Binding Agreement. The Resident has received this Agreement and has had the opportunity to have it reviewed by his or her attorney or financial advisor. The parties agree that this Agreement and the Disclosure Statement contain the entire agreement. This Agreement is binding on the Resident and Sunnyside, their successors and assigns.

THE RESIDENT SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT, without penalty or forfeiture, within seven (7) days after making an initial deposit executing this Agreement. The Resident shall not be required to move into Sunnyside before the expiration of the seven (7) day period.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above mentioned.

SIGNATURES

Print Name

SUNNYSIDE PRESBYTERIAN HOME

_____ By: _____
"Sunnyside"

_____ By: _____
"Resident"

_____ By: _____
"Resident"

ACKNOWLEDGMENTS:

I hereby acknowledge I/we have received the following:

Initials:

- _____ ☐ A copy of Sunnyside's Continuing Care Provider Disclosure Statement
 _____ ☐ A complete copy of this Occupancy Agreement
 _____ ☐ A copy of this Resident's Handbook
 _____ ☐ A copy of Resident's Rights related to personal health information

Signed: _____

RESIDENTIAL OCCUPANCY RENTAL AGREEMENT



SUNNYSIDE
RESIDENTIAL OCCUPANCY
RENTAL AGREEMENT

TABLE OF CONTENTS

SUBJECT	PAGE
I. RECITALS	1
II. INTRODUCTION	3
1. LIVING ACCOMMODATIONS, FEES AND FACILITIES	3
2. SERVICES PROVIDED BY SUNNYSIDE	5
3. HEALTH CARE	6
4. OCCUPANCY	9
5. TRANSFER AND SURRENDER OF RIGHT OF OCCUPANCY	13
6. MARRIAGE AND CO-OCCUPANCY	16
7. MISCELLANEOUS	18
SIGNATURES	21

I. Recitals

Definitions

“Agreement” or “Occupancy Agreement” shall mean this document and any attachments, and the Application and medical history provided by the resident.

“Assisted Living” shall mean the assisted living services and facilities, which Sunnyside shall be licensed by the state to provide.

“Attorney-in-Fact” shall mean that individual that the Resident identifies through proper identification as the Resident’s power of attorney and health care power of attorney.

“Community” shall mean the Sunnyside Presbyterian Home of Rockingham County, Virginia, hereafter Sunnyside a Virginia not-for-profit corporation and the operator of Sunnyside.

“Continuing Care” shall mean the provision of lodging and nursing, medical or other health related services at the same or another location to an individual pursuant to an agreement effective for the life of the individual or for a period greater than one year, including mutually terminable contracts, and in consideration of the payment of an entrance fee or other fee with or without other periodic charges. An individual who is provided continuing care is one who is not related by consanguinity or affinity to the person who provides the care.

“Co-occupant” shall mean the spouse, friend or friends residing with the Resident in the Residence.

“Entrance Fee” shall mean the sum of money transferred by the resident to Sunnyside as full or partial consideration for acceptance of the resident into Sunnyside and as described in this Agreement.

“Executive Director” shall mean the individual with overall responsibility for directing and planning the day-to-day administration of Sunnyside.

“Health Care Center” shall mean the nursing care facility at Sunnyside.

“Monthly Fee” shall mean the fee paid by the Resident to Sunnyside on a monthly basis and described in this Agreement.

“Permanent Resident” shall mean a Resident for whom a determination has been made by the interdisciplinary medical team after consultation with the Resident or the Resident’s Responsible Party, the personal physician of the Resident and the executive director that such Resident needs permanent or prolonged full-time care in a nursing facility, assisted living facility or hospital (including mental hospital).

“Residence” shall mean the residential accommodation designated by the Resident in Section 1.1 – Living Accommodations of this Agreement, or any other accommodation to which the Resident transfers, including accommodations in Assisted Living and the Health Care Center.

“Resident” shall mean the person or persons listed in the signature page of this agreement.

“Resident Care Committee” shall mean a multidisciplinary staff committee that reviews the health and safety of each resident to determine the appropriate level of care and/or service.

Initials _____

SUNNYSIDE

RESIDENTIAL OCCUPANCY AGREEMENT

(Rental)

INTRODUCTION

THIS TYPE AGREEMENT is made on _____,

by and between SUNNYSIDE PRESBYTERIAN HOME, Inc. of Rockingham County, Virginia, hereinafter doing business as Sunnyside and _____ (“Resident”).

SUNNYSIDE PRESBYTERIAN HOME is a not-for-profit corporation organized under the laws of the Commonwealth of Virginia to establish and operate retirement facilities for adults. The Resident has made application for residence in the community known as Sunnyside, and such application has been approved, subject to the provisions of this Agreement.

AGREEMENTS

1. LIVING ACCOMMODATIONS, FEES AND FACILITIES

1.1 Living Accommodations. The Resident shall have a personal, non-assignable right to occupy the Residence known as _____ (the “Residence”), and subject to removal only as hereinafter provided.

1.2 Monthly Fees. Resident shall pay to Sunnyside a Monthly Fee, currently \$_____, **payable in advance**, for the services described

Initials _____

herein. Sunnyside shall endeavor to maintain its schedule of fees at a reasonable rate consistent with sound financial practices. Sunnyside may adjust the schedule of fees at any time upon a 30-day written notice to the Resident. The Resident shall not be entitled to occupy the Residence or to receive any services whatsoever from Sunnyside until the payment of the Monthly Fee or other fees described in these sections has been received.

1.3 Furnishings. Sunnyside shall provide an all-electric kitchenette in the Residence. Resident shall provide all other furnishings. Electrical and mechanical appliances provided by Resident shall be subject to approval by Sunnyside.

1.4 Sunnyside Facilities. Resident shall have the right to use, in common with other residents, the congregate and communal facilities provided by Sunnyside.

1.5 Physical Changes in the Residence. Any material physical change (i.e., changes to structure, fixtures, floor coverings, etc.) of any kind to the Residence may be made only upon the written approval of Sunnyside. Any approved change(s) will be at the Resident's cost, unless otherwise agreed to in writing by Sunnyside. The approval of any change requested by the Resident will be conditioned upon the agreement of the Resident to bear the expense of restoring the Residence to its original condition, unless otherwise approved in writing by Sunnyside.

2. SERVICES PROVIDED BY THE COMMUNITY

2.1 Services Provided. The Resident shall have the right to all the services and amenities specified below as long as: (i) the Resident complies with the terms of this Agreement and (ii) the Agreement is not terminated.

2.1.1 Utilities. Sunnyside shall provide the utilities reasonably required (water and sewer, electricity, heating, air conditioning, cable television, and in-house telephone service) in connection with the occupancy of the Residence, subject, however, to the availability of such services to Sunnyside. Resident is required to arrange and pay for electrical service from the local service provider, and those associated services (electricity, heating and air conditioning) are billed directly to the Resident from the service provider. Sunnyside will provide local and long-distance telephone service at an additional charge.

2.1.2 Local Transportation. Sunnyside shall provide scheduled transportation as deemed appropriate. Transportation shall be provided in accordance with policies and guidelines at Sunnyside. Sunnyside reserves the right to charge appropriate fees for such transportation. In appropriate circumstances, transportation via ambulance or other related services may be necessary. In these instances, the Resident is responsible for payment of such transportation and any other associated charges. Transportation for special and group trips may be available, and the cost of such trips shall be borne by the Resident.

2.1.3 Guest Meals. The Resident may invite guests to any meal. Prior notice to dining services of guest meals may be required. Reservations are required for holiday meals.

2.1.4 Maintenance and Repairs. Necessary repairs, maintenance and replacement of property owned by Sunnyside shall be performed and provided by Sunnyside. Any other work performed at the request of the Resident for repairs, maintenance and replacement will be at the Resident's own expense. All contractors performing work must be approved by the executive director.

2.1.5 Grounds. Sunnyside shall provide basic grounds keeping care, including lawn service and snow removal from roadways and walks.

2.1.6 Mail. Individual mailboxes shall be provided in a central location.

2.1.7 Events. Events of a social, recreational, wellness or religious variety shall be provided for interested residents. Additional events requested by the Resident may be provided subject to the considerations of costs, interest, and benefit to the overall Resident population.

2.1.8 Health Services. Sunnyside shall provide, in case of a medical emergency, 24-hour on-call nursing personnel.

2.1.9 Care Changes. A 30-day notice will be given in the event the scope of care as provided herein is to be changed. In urgent situations the notice will be waived.

2.1.10 Resident Council. Interested residents may establish and maintain a Resident Council. Sunnyside will be responsible for providing assistance with the formation and maintenance of the council, whether or not such a council exists in Sunnyside. The general purpose of the council is to promote a free exchange of ideas, to work with the administration in improving the quality of life for all residents, to discuss the services offered by Sunnyside and make recommendations for resolution of identified problems or concerns and to perform other functions as determined by the council.

2.1.11 Other Services. Services for which an additional charge may be made, if provided, include, but are not limited to: group travel trips arranged for special cultural, social, sporting, and scenic excursions; individual transportation services; art and instruction classes, theater, orchestra, lecture series tickets, specific entertainment and events; beauty/barber shops; clinic services (e.g.- foot care, EKG, blood glucose monitoring, etc.); notary public services; additional housekeeping; and individual landscaping.

3. HEALTH CARE (Nursing, Assisted Living)

3.1 Outpatient Services. Sunnyside may provide a clinic where the Resident may be examined and treated as an outpatient. Sunnyside may arrange for Clinical Staff to be available from time to time in the main clinic located in the Pannill Health Care Center. The Resident may, however, engage the services of an alternative clinical professional who may also use

the facilities of the clinic subject to policies and guidelines of Sunnyside. Sunnyside may, from time to time, maintain a satellite clinic in the Highlands. These services will be at an additional cost.

Sunnyside may arrange for the services of a physical/occupational/speech therapist, a dentist, and other health professionals, as appropriate. The Resident is responsible for payment of charges by these health professionals. The Resident is also responsible for charges incurred in the clinic.

3.2 Inpatient Services. The Resident shall have priority over non-residents for admission to Assisted Living or the Health Care Center. The cost of care in these facilities shall be the responsibility of the Resident. Care will be provided as may be appropriate in an assisted living facility or nursing facility. Need for care beyond that which can be provided in these settings may require the Resident to relocate to an appropriate facility (example: acute care hospital or mental illness or drug abuse treatment facility). Permanent transfer to Assisted Living or Health Care shall terminate the rights and obligations of both parties to this Agreement and a new Agreement will be signed and initiated for Assisted Living or Health Care, whichever is applicable.

3.3 Emergency Situation. The Resident agrees that in the event of **physical** injury or illness which requires immediate hospitalization, medical treatment, or surgical operation, and the Resident is incapable or incompetent because of injury or illness to consent to such necessary hospitalization, medical treatment or surgery and the Resident's Attorney-in-Fact or Agent pursuant to a Medical Power of Attorney cannot be reached in time to make a necessary decision, Resident hereby appoints the executive director of

Sunnyside or a person so designated to act in the stead of said executive director to request immediate transportation of the resident to the local hospital for care. It is agreed that Sunnyside nor the executive director and/or designee shall not be liable to Resident or any other person in any manner whatsoever because of such actions.

3.4 Medical Insurance. The Resident shall maintain, at all times, at the Resident's own cost, the maximum coverage under any federal, state, municipal public insurance plans, and Medigap or other supplemental insurance for which her or she may qualify. Sunnyside and this Agreement do not act as a substitute for Medigap or other supplemental insurance. Sunnyside may, at option and without obligation, obtain policies of insurance covering services to Residents. All premium payments on such policies and the associated costs of same shall be reflected in future Monthly Fees. The Resident agrees to cooperate fully in connection with the application for and maintenance of such insurance.

4. OCCUPANCY

4.1 Power of Attorney. Resident agrees to: (1) execute a valid Power of Attorney, (2) execute an Advance Medical Directive, and (3) provide Sunnyside with current copies of these documents prior to occupancy and with any changes or updated versions of these documents. In no case shall occupancy be permitted without the above.

4.2 Occupancy. Resident agrees to occupy the Residence assigned on or before _____. In the event the Resident does

Initials _____

not occupy the Residence on this assigned date, Resident shall be obligated to pay the applicable monthly fee and other charges from the assigned occupancy date to the actual date of occupancy. The Residence shall be occupied solely by the Resident(s) herein. There shall be no occupancy by non-residents. No guest, other than a family member, should occupy a Residence for longer than one week without prior approval of the executive director. Responsibility for the conduct and other actions by the Resident's guest(s) is the responsibility of the Resident.

4.3 Policies and Guidelines. Resident will abide by Sunnyside's policies and guidelines and such reasonable amendments, modifications and changes of these policies and guidelines as may hereafter be adopted by Sunnyside. Any policies and guidelines adopted by Sunnyside shall be applied to all residents similarly situated without preference or prejudice to any resident or group of residents.

4.4 Survivor. If this Agreement is executed Residents who are husband and wife, or are otherwise related either by blood or by friendship, it is understood that upon the death of one Resident, all rights hereunder shall vest in, and all obligations hereunder shall transfer to the surviving Resident to the same extent as if such surviving Resident had been sole and only Resident under the terms of this Agreement, provided that the survivor can demonstrate his or her ability to continue to meet the financial terms of this agreement. In the event the survivor is unable or unwilling to do so, they will be subject to termination of this agreement.

4.5 Relocation or Death of Resident(s). This Agreement does not create any interest in the real estate owned by Sunnyside, and this occupancy

privilege shall not inure to the use or benefit of the heirs, assignees, or representatives of residents and, upon the relocation or death of the last surviving Resident all rights of occupancy under this Agreement shall terminate.

4.6 Resident's Inability to Pay. The Resident(s) shall be required to provide a complete update to their financial statements prior to moving to another level of care within Sunnyside. A move to a higher level of care could be denied if the Resident would not pass financial qualification and their inability to do so was a result of abnormal gifting or other diversion of assets subsequent to the Resident's original financial statement and qualification. If the Resident or surviving Resident is unable to meet his or her financial obligations to Sunnyside, the Resident agrees to liquidate personal assets in order to meet their obligations hereunder. The Resident will also furnish to Sunnyside sufficient financial information that will justify that the Resident is unable to pay the total Monthly Fee and other charges. Once the Resident satisfactorily establishes facts to justify the need for such financial assistance, Sunnyside may, if it can do so without impairing the ability of Sunnyside to operate on a sound financial basis, subsidize the Resident's Monthly Fee. In the event financial assistance is granted, the Resident shall be liable to Sunnyside for the full amount of the subsidy received by the Resident, which will be charged against the Resident's Entrance Fee refund, if any, and to the extent of any deficiency amount thereafter, shall be due and payable at such time as the Resident has sufficient funds therefore, and otherwise shall be due and payable from and enforceable against the Resident's estate. In the case of Sunnyside subsidizing the Resident's Monthly fee, Sunnyside reserves the right to require the Resident to transfer to a smaller Residence when available, in order to reduce the Monthly Fee. Failure of the Resident to pay the Monthly

Fee or to qualify for financial assistance may result in the Resident's loss of occupancy of the Residence as outlined in this agreement.

4.7 Financial Statements. To ensure Sunnyside's ongoing ability to plan for future needs of Residents who outlive their resources, it is important to anticipate, as much as practicable, what those obligations will be. Therefore, resident agrees to provide an updated and complete financial statement, along with associated documentation, as requested every three (3) years.

4.8 Right of Entry. Employees of Sunnyside shall have the right to enter the Residence (a) at all reasonable times for inspection and to perform housekeeping and maintenance functions and (b) at any time to respond to fire or medical alerts and for other emergency purposes.

4.9 Removal of Property. In the event of withdrawal, death, or permanent transfer of a Resident, including permanent transfer to Assisted Living or the Health Care Center, or upon termination of this Agreement, all of the Resident's property shall be removed from the previously occupied Residence within 30 days by an individual designated by the Resident or the Resident's Attorney-in-Fact. Sunnyside shall impose the applicable Monthly Fee until said Resident's property is removed and the Residence is released to Sunnyside. Sunnyside shall be entitled to reduce the Resident's Entry Fee by 2% per month until the property is removed. Sunnyside may opt to move, store or dispose of the items subject to a fee. Sunnyside will not be responsible for loss or damage to the Resident's belongings.

4.10 Damage or Loss of Property. Although Sunnyside will exercise reasonable care in providing effective security, the Resident is encouraged to

insure his/her property against casualty and theft loss, should he/she desire such insurance protection. Sunnyside shall not be responsible for damage to or loss of any of the Resident's property by casualty, theft, or other cause.

4.11 Tobacco-Free Policy. Sunnyside is committed to providing the healthiest possible environment for all its residents, employees and visitors. Effective March 1, 2018, Sunnyside became a tobacco-free community and adopted a tobacco-free policy that applies to all residents, employees, volunteers, vendors and contractors. Tobacco use of any type is prohibited and includes cigarettes, cigars, pipes, snuff, chewing tobacco and vapor products such as e-cigarettes and other related products used to simulate smoking. This policy applies to all property owned and/or leased by Sunnyside (e.g., personal residences, parking lots, grounds, public areas, company cars and resident cars parked on the Sunnyside campus), as well as adjacent property. Residents not adhering to the policy will be assessed for damages caused by tobacco products and the cost of such will be paid by the Resident or may be subtracted from the entrance fee refund, if applicable.

5. TRANSFER AND SURRENDER OF RIGHT OF OCCUPANCY

5.1 Physical and Mental Health Requirements of Resident. As a condition of occupancy at Sunnyside, the Resident shall be physically and mentally capable of performing routine activities of daily living and able to respond appropriately to emergency situations. If Sunnyside determines in its sole discretion that the Resident is unable to comply with these requirements or the Resident's physical or mental illness causes the Resident's continued presence at Sunnyside to be detrimental to the health or safety of his/herself

or others, Sunnyside reserves the right to transfer the Resident to an appropriate level of care within Sunnyside or transfer the Resident to an appropriate institution or facility. While at such an institution or facility the Resident shall continue to pay the monthly fee. In the event of a transfer the provision of Section 5.2 shall apply.

5.2 Temporary Transfer from Sunnyside. When Resident suffers any physical or mental condition for which Sunnyside is not permitted to provide care within the requirements of law, or when his/her presence is deemed detrimental to the health or safety of him/herself, other residents or staff, or when Sunnyside determines such action to be in the best interests of the Resident, Sunnyside shall have authority, in consultation with the Resident's Responsible Party, to transfer Resident to another facility or institution, public or private, suitable for such cases. Such a transfer shall not be a termination, either voluntary or involuntary, of this contract. In the event that the condition requiring transfer of the Resident is not temporary in nature, the Residence shall be released.

5.3 Exchange between Accommodations. Residents may transfer to or exchange accommodations with the prior approval of the Executive. These requests will be considered based on the Policies and Guidelines of Sunnyside.

5.4 Permanent Surrender of Right of Occupancy. The following conditions of physical and mental health may result in the need for the Resident to relinquish the Residence and to move to a level of care that would best meet his/her needs (such determination to be made by the Sunnyside Resident Review Committee):

- (a) Limited mobility
- (b) Limited vision
- (c) Failing general health that precluded Resident from Independent Living due to his/her inability to cook, clean, bathe, and secure groceries and supplies
- (d) Loss of mental faculties to a degree where living independently poses a hazard to his/her health or to the health of Sunnyside.

This process may be initiated by:

- (a) Recommendation of Resident Review Committee
- (b) Recommendation of family physician
- (c) In consultation with family members
- (d) By the executive director and Resident Care Committee
- (e) At the request and desire of the Resident

If a resident needs to move to a higher level of care or out of Sunnyside, the executive director and Resident Care Committee in consultation with the responsible party and attending physician will collaborate to reach a decision in the best interest of the Resident. The final decision will be Sunnyside's.

5.5 Cancellation of Agreement. Sunnyside shall not cancel this Occupancy Agreement with the Resident without good cause. Good cause shall be limited to: proof that Resident is a danger to him/herself or others; nonpayment of the Monthly Fee and other charges; repeated conduct by the Resident that interferes with other Residents' quiet enjoyment of Sunnyside; persistent refusal to comply with Sunnyside's written policies and guidelines; a material misrepresentation made intentionally or recklessly by the Resident in his/her application for residency, or related financial or medical information

which, if accurately provided, would have resulted in either a failure of the Resident to qualify for residency or a material increase in the cost of care and services provided under this Agreement; or a material breach of the terms and conditions of this Agreement by the Resident. A written notice of intent to cancel this Agreement by Sunnyside will be provided to the Resident and his/her attorney-in-fact.

5.6 Opportunity to Cure. Where applicable, an opportunity will be given to cure, within a 30-day period, whatever conduct is alleged to warrant the cancellation of this Agreement.

5.7 Voluntary Cancellation by Resident. Resident shall give a sixty (60) day written notice prior to voluntary cancellation of this agreement. If Resident fails to give the proper notice, he/she agrees that Sunnyside shall charge its normal fees for the 60-day period.

6. Co-Occupancy and/or Marriage

6.1 Marriage and/or Co-occupancy with a Non-Resident. When a current Resident marries and brings his/her spouse to Sunnyside, there will be an additional Monthly Fee for the second Resident. This charge will be at the current second Resident rental rate. Sunnyside will honor its Agreement with the original Resident. At the termination of that agreement, the surviving spouse may negotiate his/her own Agreement. The surviving spouse must meet Sunnyside's entrance requirements. If the surviving spouse cannot meet the admissions criteria, the Admissions Committee will deny continued residency. In such event, the right of the surviving spouse to occupy said

Residence shall cease and terminate, and the Residence shall be deemed fully surrendered to Sunnyside.

6.2 Marriage or Co-Occupancy with a Current Resident. In the event that the Co-Occupant is already a Resident of Sunnyside, this Agreement and the Co-Occupant's Agreement shall be cancelled, and the Resident and Co-occupant will enter into a new Agreement with Sunnyside. If the Resident remains in the current Residence and the Co-occupant moves into the Resident's residence, there will be a second person monthly fee for the Resident's Co-Occupant based on his or her contract type. This charge will be at the current rate charged to other Residents of that contract type.

6.3 Separation of Residents. In the event two current Residents decide to occupy separate residences, the following options are available:

6.3.1 If both choose to remain as Residents and therefore need separate Residences, the Resident moving to a new Residence will be obligated to pay the then current single person's Monthly Fee for the selected Residence and the current Entrance Fee if applicable (i.e. if the new residence is available with entrance fee contract types only).

6.3.2 If one Resident desires to move out of Sunnyside, the other Resident may remain in the current Residence or move to a new Residence, subject to the terms and conditions of this Agreement. If the remaining Resident stays in the current Residence, the Resident shall pay the single person Monthly Fee for the current Residence. If the remaining Resident moves to a new Residence and the new Residence is only available with entrance fee contract types, the Resident will be

required to pay the then current Entrance Fee and related current Monthly Fee for that new Residence and contract type.

7. MISCELLANEOUS

7.1 Further Assurances. The Resident, for himself/herself, his/her heirs, personal representatives and assigns, agrees to execute and deliver to Sunnyside such legal instruments as may be requisite to carry out the provisions of this Agreement.

7.2 Representations. The application and the statements of finances and health history of Resident filed with Sunnyside are incorporated in this contract by this reference and all statements therein are deemed to be representations by Resident as of the date made. Resident represents that there have been no material changes in the information provided since the date thereof. Resident's breach or misrepresentation may result in (a) cancellation of this Agreement, or (b) transfer as provided in Section 5 of this Agreement.

7.3 Responsibility for Protection of the Resident's Property. Sunnyside shall not be responsible for the loss of any personal property belonging to the Resident due to theft, fire or any other cause. The Resident shall have the responsibility, at the Resident's own expense, of insuring the Resident's property against such risks under a tenant's or homeowner's insurance policy.

7.4 Accident Caused by the Resident. The Resident shall indemnify and hold Sunnyside harmless from any claims, investigations, proceedings or lawsuits, including all damages, costs, expenses, reasonable attorney's fee and

court costs, resulting from, attributable to or in any way connected with the negligent or intentional act or omissions of the Resident. The Resident shall obtain liability insurance to cover such situations.

7.5 Responsibility for Damages. Any harm or damages to the real or personal property of Sunnyside caused in whole or in part by the Resident shall be charged to and paid for by the Resident. Sunnyside assumes by this Agreement no responsibility for any harm or damage done to the person or property of the Resident by another resident or by any other person or entity. To the extent permitted by law, the Resident also hereby releases and discharges Sunnyside from any and all Claims for personal injury or property damage suffered by the Resident which are alleged to or actually arise from or relate to, in whole or in part, Sunnyside's assistance to, supervision or care of other residents.

7.6 Renovations and Additions to the Campus. From time to time, Sunnyside may decide to renovate, demolish and add to its facilities. Resident agrees that he or she anticipates such activities, and they shall not constitute a nuisance or give rise to any cause of action on account of noise, dust, vibration, or any other inconvenience. Resident also agrees these activities by Sunnyside shall not constitute a breach by Sunnyside of this Agreement or any other obligation owed to the Resident. Resident further agrees not to maintain any action against Sunnyside to enjoin it from renovating, demolishing or adding to its facilities.

7.7 Non-Discrimination. Marital status, race, sex, national origin, disability, and/or faith have no bearing upon the offer, acceptance or termination of residence at Sunnyside.

7.8 Whole and Binding Agreement. The Resident has received this Agreement and has had the opportunity to have it reviewed by his or her attorney or financial advisor. The parties agree that this Agreement and the Disclosure Statement contain the entire agreement. This Agreement is binding on the Resident and Sunnyside and all parties who lawfully succeed to their rights or take their places.

THE RESIDENT SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT, without penalty or forfeiture, within seven (7) days after making an initial deposit executing this Agreement. The Resident shall not be required to move into Sunnyside before the expiration of the seven (7) day period.

Initials _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above mentioned.

SIGNATURES

PRINT NAME:

SUNNYSIDE PRESBYTERIAN HOME

By: _____

“Sunnyside”

PRINT NAME:

By: _____

“Resident”

By: _____

“Resident”

I hereby acknowledge I/we have received the following:

Initials:

_____ ☐ A copy of Sunnyside’s Continuing Care Provider Disclosure Statement

_____ ☐ A complete copy of this Occupancy Agreement

_____ ☐ A copy of this Resident’s Handbook

_____ ☐ A copy of Resident’ Rights related to personal health information

Signed:

Resident

Resident

Date:

rev: 0623/lk

SUNNYSIDE

VILLAGE/VILLAS/GLEN OCCUPANCY AGREEMENT

Initials

- _____ ☐ **Type I – Fee for Service**
_____ ☐ **Type II – 90 Days Care**
_____ ☐ **Type III – 50% Refund**
_____ ☐ **Type IV – 90% Refund**
_____ ☐ **Type V – LifeCare**



SUNNYSIDE

Village/Villas/Glen Occupancy Agreement

Table of Contents

Subject	Page
I. Recitals	1
II. Introduction	3
1. Living Accommodations, Fees and Facilities.....	3
2. Services Provided by Sunnyside.....	4
3. Health Care	7
4. Occupancy	9
5. Transfer and Surrender of Right of Occupancy.....	11
6. Co-Occupancy	14
7. Entrance Fee Refund	15
8. Miscellaneous	16
Signatures.....	18

I. Recitals

Definitions

“Agreement” or “Occupancy Agreement” shall mean this document and any attachments, and the Application and medical history provided by the resident.

“Assisted Living” shall mean the assisted living services and facilities, which Sunnyside shall be licensed by the state to provide.

“Attorney-in-Fact” shall mean that individual that the Resident identifies through proper identification as the Resident’s power of attorney and health care power of attorney.

“Community” shall mean the Sunnyside Presbyterian Home of Rockingham County, Virginia, hereafter Sunnyside, a Virginia not-for-profit corporation and the operator of Sunnyside.

“Continuing Care” shall mean the provision of lodging and nursing, medical or other health related services at the same or another location to an individual pursuant to an agreement effective for the life of the individual or for a period greater than one year, including mutually terminable contracts, and in consideration of the payment of an entrance fee or other fee with or without other periodic charges. An individual who is provided continuing care is one who is not related by consanguinity or affinity to the person who provides the care.

“Co-occupant” shall mean the relative, friend or friends residing with the Resident in the Residence.

“Entrance Fee” shall mean the sum of money transferred by the resident to Sunnyside as full or partial consideration for acceptance of the resident into Sunnyside and as described in this Agreement.

“Executive Director” shall mean the individual with overall responsibility for directing and planning the day-to-day administration of Sunnyside.

“Health Care Center” shall mean the nursing care facility at Sunnyside.

“Monthly Fee” shall mean the fee paid by the Resident to Sunnyside on a monthly basis and described in this Agreement.

“Permanent Resident” shall mean a Resident for whom a determination has been made by the interdisciplinary medical team after consultation with the Resident or the Resident’s Responsible Party, the personal physician of the Resident and the Executive Director that such Resident needs permanent or prolonged full-time care in a nursing facility, assisted living facility or hospital (including mental hospital).

“Residence” shall mean the residential accommodation designated by the Resident in Section 1.1 – Living Accommodations of this Agreement, or any other accommodation to which the Resident transfers, including accommodations in Assisted Living and the Health Care Center.

“Resident” shall mean the person or persons listed in the signature page of this agreement.

“Resident Care Committee” shall mean a multidisciplinary staff committee that reviews the health and safety of each resident to determine the appropriate level of care and/or service.

SUNNYSIDE

VILLAGE/VILLAS/GLEN OCCUPANCY AGREEMENT

INTRODUCTION

THIS TYPE _____ AGREEMENT is made on _____ by and between SUNNYSIDE PRESBYTERIAN HOME of Rockingham County, Virginia, hereinafter “Sunnyside” and _____, hereinafter “Resident”.

SUNNYSIDE PRESBYTERIAN HOME is a not-for-profit corporation organized under the laws of the Commonwealth of Virginia to establish and operate retirement facilities for adults. The Resident has made application for residence in the community known as Sunnyside, and such application has been approved, subject to the provisions of this Agreement.

AGREEMENTS

1. LIVING ACCOMMODATIONS, FEES AND FACILITIES

1.1 Living Accommodations. The Resident shall have a personal, non-assignable life right to occupy the Residence known as:

_____ (the “Residence”), and subject to removal only as hereinafter provided.

1.2 Entrance Fee. Resident shall pay to Sunnyside an entrance fee in the amount of \$ _____ in payment for the rights described herein. Said amount, less any advance deposits, and including all change/modification costs, is payable on date of occupancy or assigned date of occupancy, whichever comes first. The entrance fee charge shall not be increased or changed for the duration of this agreement.

1.3 Monthly Fee. Resident shall pay to Sunnyside a monthly fee, currently \$ _____, **payable in advance**, for the services described herein. Sunnyside shall endeavor to maintain its schedule of fees at a reasonable rate consistent with sound financial practices. Sunnyside may adjust the schedule of fees at any time upon a 30-day written notice to the Resident. The Resident shall not be entitled to occupy the Residence or to receive any services whatsoever from Sunnyside until the payment of the monthly fee and entrance fee described in these sections has been received.

Initials _____

1.4 Furnishings. Sunnyside shall provide appliances to include, but not limited to, a refrigerator, microwave, kitchen range, and clothes washer and dryer in the Residence. Resident shall provide all other furnishings. Electrical and mechanical appliances provided by Resident shall be subject to approval by Sunnyside.

1.5 Sunnyside Facilities. Resident shall have the right to use, in common with other residents, the congregate and communal facilities provided by Sunnyside.

1.6 Physical Changes in the Residence. Any material physical change (i.e., changes to structure, fixtures, floor coverings) of any kind to the Residence may be made only upon the written approval of Sunnyside. Any approved change(s) will be at the Resident's cost unless otherwise agreed to in writing by Sunnyside. The approval of any change requested by the Resident will be conditioned upon the agreement of the Resident to bear the expense of restoring the Residence to its original condition, unless otherwise approved in writing by Sunnyside. All change/modification costs are payable on the date of occupancy or assigned date of occupancy, whichever comes first.

2. SERVICES PROVIDED BY SUNNYSIDE

2.1 Services Provided. The Resident shall have the right to all the services and amenities specified below as long as: (i) the Resident complies with the terms of this Agreement and (ii) the Agreement is not terminated.

2.1.1 Utilities. Sunnyside shall provide the utilities reasonably required (water and sewer, electricity, heating, air conditioning, basic cable television, and telephone service) in connection with the occupancy of the Residence, subject, however, to the availability of such services to Sunnyside. Resident is required to arrange and pay for electrical service from the local service provider, and those associated services (electricity, heating and air conditioning) are billed directly to the Resident from the service provider. Sunnyside will provide local and long-distance telephone service at an additional charge.

2.1.2 Local Transportation. Sunnyside shall provide scheduled transportation as deemed appropriate. Transportation shall be provided in accordance with policies and guidelines at Sunnyside. Sunnyside reserves the right to charge appropriate fees for such transportation. In appropriate circumstances, transportation via ambulance or other

related services may be necessary. In these instances, the Resident is responsible for payment of such transportation and any other associated charges. Transportation for special and group trips may be available, and the cost of such trips shall be borne by the Resident.

2.1.3 Guest Meals. The Resident may invite guests to any meal. Prior notice to dining services is required. Reservations are required for holiday meals.

2.1.4 Housekeeping. The Resident shall maintain the Residence in a clean, sanitary, and orderly condition. Sunnyside may provide housekeeping services upon request at an additional charge to the Resident.

2.1.5 Maintenance and Repairs. Necessary repairs, maintenance and replacement of property owned by Sunnyside shall be performed and provided by Sunnyside. Any work performed at the request of the Resident for repairs, maintenance and/or replacement of items belonging to the resident will be at the Resident's own expense. All contractors performing work must be approved by the Executive Director or his or her designee.

2.1.6 Grounds. Sunnyside shall provide basic grounds keeping care, including lawn service and snow removal from roadways and walks.

2.1.7 Mail. Individual mailboxes shall be provided in a central location or at the individual Residence.

2.1.8 Events. Events of a social, recreational, wellness or religious variety shall be provided for interested Residents. Additional events requested by the Resident may be provided subject to the considerations of costs, interest, and benefit to the overall Resident population.

2.1.9 Emergency Services. In cases of emergency, Residents should call 9-911 for assistance.

2.1.10 Resident Council. Interested residents may establish and maintain a Resident Council. Sunnyside will be responsible for providing assistance with the formation and maintenance of the council, whether or not such a council exists at Sunnyside. The general purpose of the council is to promote a free exchange of ideas, to work with the administration in improving the quality of life for all residents, to

discuss the services offered by Sunnyside and make recommendations for resolution of identified problems or concerns and to perform other functions as determined by the council.

2.1.11 Care Changes. A 30-day notice will be given in the event the scope of care as provided herein is to be changed. In urgent situations the notice will be waived.

2.1.12 Other Services. Services for which an additional charge may be made, if provided, include but are not limited to: group travel trips arranged for special cultural, social, sporting, and scenic excursions; individual transportation services; art and instruction classes, theater, orchestra, lecture series tickets; specific entertainment and events; beauty/barber shops; clinic services (e.g.- foot care, EKG, blood glucose monitoring, etc.); notary public services; housekeeping; and individual landscaping; and linen service.

2.1.13 Outpatient Services. Sunnyside may provide a clinic where the Resident may be examined and treated as an outpatient. Sunnyside may arrange for Clinical staff to be available from time to time in the main clinic located in the Pannill Health Care Center. The Resident may, however, engage the services of an alternative clinical professional who may also use the facilities of the clinic subject to policies and guidelines of Sunnyside. Sunnyside may, from time to time, maintain a satellite clinic in the Highlands. These services are available at an additional cost.

Sunnyside may arrange for the services of a physical/occupational/speech therapist, a dentist, and other health professionals, as appropriate. The Resident is responsible for payment of charges by these health professionals. The Resident is also responsible for charges incurred in the clinic.

3. HEALTH CARE (NURSING, ASSISTED LIVING)

3.1 Inpatient Services. The Resident shall have priority over non-residents for admission to Assisted Living or the Health Care Center. Care will be provided as may be appropriate in an Assisted Living facility or Nursing facility. Need for care beyond that which can be provided in these settings may require the Resident to relocate to an appropriate facility (example: acute care hospital or mental illness or drug abuse treatment facility). Permanent transfer to Assisted Living or the Health Care Center shall terminate the rights and obligations of both parties to this Agreement, and a new Agreement will be signed and initiated for the Assisted Living or Health Care residence, whichever is applicable. The terms expressed in 3.1.3 shall survive this agreement and override any conflicting terms from any new Agreement noted above.

3.1.1 For Type I, Type III and Type IV Occupancy Agreements only. The cost of care in these facilities shall be the responsibility of the Resident.

3.1.2 For Type II Occupancy Agreements Only. Should the Resident require care in Assisted Living and/or the Health Care Center, ninety (90) days of such care shall be provided by Sunnyside. Such days are cumulative over the Resident's lifetime and are non-transferable, non-renewable, and non-refundable. During those ninety (90) days, the Resident will continue to be responsible for his/her regular Monthly Fee, additional meals, and ancillary medical supplies. If care is required beyond the ninety (90) day period, the Resident shall be responsible for payment of the full per diem rate currently applicable to the level of care that he/she is receiving. The ninety (90) days of Assisted Living or Health Care use will be secondary to any covered insurance programs, including Medicare. Medicare will be the primary payor for the Resident while under a Medicare stay.

3.1.3 For Type V Occupancy Agreements Only. Should the Resident require care in Assisted Living and/or the Health Care Center, Sunnyside shall provide such care. The Resident will continue to be responsible for his/her regular Monthly Fee, additional meals, and ancillary medical supplies. The need for care beyond that which may be provided in these settings will require the Resident to relocate to an appropriate facility at his/her own expense (example: acute care hospital or mental illness or drug abuse treatment facility).

3.2 Emergency Situations. The Resident agrees that in the event of physical injury or illness which requires immediate hospitalization, medical treatment, or surgical operation, and the Resident is incapable or incompetent because of injury or illness to consent to such necessary hospitalization, medical treatment or surgery and the Resident's Attorney-in-Fact or Agent pursuant to a Medical Power of Attorney cannot be reached in time to make a necessary decision, Resident hereby appoints the executive director of Sunnyside or a person so designated to act in the stead of said executive director to request immediate transportation of the resident to the local hospital for care. It is agreed that Sunnyside nor the executive director and/or designee shall not be liable to Resident nor to any other person in any manner whatsoever because of such actions.

3.3 Health Related Charges. The Resident shall be responsible for the following charges to the extent they are not covered by Medicare or the Resident's Supplemental Insurance:

3.3.1 Charges for services of any physicians, physical/occupational/speech therapists, podiatrist, or other health professionals, whether provided by Sunnyside or elsewhere;

3.3.2. Charges for medicines, drugs, vitamins, food supplements, dental work, glasses, hearing aids, orthopedic devices, or other health-related items.

3.4 Medical Insurance. The Resident shall maintain, at all times, at the Resident's own cost, the maximum coverage under any federal, state, municipal public insurance plans, and Medigap or other supplemental insurance for which he or she may qualify. Sunnyside and this Agreement do not act as a substitute for Medigap or other insurance. Sunnyside may, at its option and without obligation, obtain policies of insurance covering its services to Residents. All premium payments on such policies and the associated costs of same shall be reflected in future Monthly Fees. The Resident agrees to cooperate fully in connection with the application for and maintenance of such insurance.

4. OCCUPANCY

4.1 Power of Attorney. Resident agrees to: (1) appoint and maintain a valid Power of Attorney, (2) execute an Advance Medical Directive, and (3) provide Sunnyside with current copies of these documents prior to occupancy, and with any changes or updated versions of these documents. In no case shall occupancy be permitted without the above.

4.2 Occupancy. Resident agrees to occupy the Residence assigned on or before _____. In the event the Resident does not occupy the Residence on this assigned date, Resident shall be obligated to pay the applicable monthly fee from the assigned occupancy date to the actual date of occupancy. The Residence shall be occupied solely by the Resident(s) herein. There shall be no occupancy by non-residents. No guest, other than a family member, should occupy a residence for longer than one (1) week without prior approval of the Executive Director or his or her designee. Responsibility for the conduct and other actions by the Resident's guest(s) is the responsibility of the Resident.

4.3 Policies and Guidelines. Resident will abide by Sunnyside's Policies and Guidelines and such reasonable amendments, modifications and changes of these policies and guidelines as may hereafter be adopted by Sunnyside. Any policies and guidelines adopted by Sunnyside shall be applied to all Residents similarly situated without preference or prejudice to any Resident or group of Residents.

4.4 Survivor. If this Agreement is executed by Residents who are husband and wife, or are otherwise related either by blood or by friendship, it is understood that upon the death of one Resident, all rights hereunder shall vest in, and all obligations hereunder shall transfer to, the surviving Resident to the same extent as if such surviving Resident had been the sole and only Resident under the terms of this Agreement, provided that the survivor can demonstrate his or her ability to continue to meet the financial terms of this agreement. In the event the survivor is unable or unwilling to do so, he or she will be subject to termination of this agreement.

4.5 Relocation or Death of Resident(s). This Agreement does not create any interest in the real estate owned by Sunnyside, and this occupancy privilege shall not inure to the use or benefit of the heirs, assignees, or representatives of Residents, and, upon the relocation or death of the last

surviving Resident under this agreement, all rights of occupancy under this Agreement shall terminate.

4.6 Resident's Inability to Pay. The Resident(s) shall be required to provide a complete update to their financial statements prior to moving to another level of care within Sunnyside. A move to a higher level of care could be denied if the Resident would not pass financial qualification and their inability to do so was a result of abnormal gifting or other diversion of assets subsequent to the Resident's original financial statement and qualification. If the Resident or surviving resident is unable to meet his or her financial obligations to Sunnyside, the Resident agrees to liquidate personal assets in order to meet their obligations hereunder. The Resident will also furnish to Sunnyside sufficient financial information that will justify that the Resident is unable to pay the total monthly fee and other charges. Once the Resident satisfactorily establishes facts to justify the need for such financial assistance, Sunnyside may, if it can do so without impairing the ability of Sunnyside to operate on a sound financial basis, subsidize the Resident's Monthly Fee. In the event financial assistance is granted, the Resident shall be liable to Sunnyside for the full amount of the subsidy received by the Resident, which will be charged against the Resident's entrance fee refund, if any, and to the extent of any deficiency amount thereafter, and otherwise shall be due and payable from and enforceable against the resident's estate. In the case of Sunnyside subsidizing the Resident's Monthly fee, Sunnyside reserves the right to require the Resident to transfer to a smaller Residence when available, in order to reduce the Monthly Fee. Failure of the Resident to pay the Monthly Fee or to qualify for financial assistance may result in the Resident's loss of occupancy of the Residence as outlined in this agreement.

4.7 Financial Statements. To ensure Sunnyside's ongoing ability to plan for future needs of Residents who outlive their resources, it is important to anticipate, as much as practicable, what those obligations will be. Therefore, the Resident or responsible party agrees to provide an updated and complete financial statement, along with associated documentation, as requested every three (3) years.

4.8 Right of Entry. Employees of Sunnyside shall have the right to enter the Residence (a) at all reasonable times for inspection and to perform housekeeping and maintenance functions and (b) at any time to respond to fire or medical alerts and for other emergency purposes.

4.9 Removal of Property. In the event of withdrawal, death, or permanent transfer of a Resident, including permanent transfer to Assisted Living or the

Health Care Center, or upon termination of this Agreement, all of the Resident's property shall be removed from the previously occupied Residence within 30 days by an individual designated by the Resident or the Resident's Attorney-in-Fact. Sunnyside shall impose the applicable Monthly Fee until said Resident's property is removed and the Residence is released to Sunnyside. Sunnyside shall be entitled to reduce an amortized Entry Fee refund, if any, by 2% per month until the property is removed. Sunnyside may opt to move, store or dispose of the items subject to a fee. Sunnyside will not be responsible for loss or damage to the Resident's belongings.

4.10 Damage or Loss of Property. Although Sunnyside will exercise reasonable care in providing effective security, the Resident shall be encouraged to insure his/her property against casualty and theft loss, should he/she desire such insurance protection. Sunnyside shall not be responsible for damage to or loss of any of the Resident's property by casualty, theft, or other cause.

4.11 Tobacco-Free Policy. Sunnyside is committed to providing the healthiest possible environment for all its residents, employees and visitors. Effective March 1, 2018, Sunnyside became a tobacco-free community and adopted a tobacco-free policy that applies to all residents, employees, volunteers, vendors and contractors. Tobacco use of any type is prohibited and includes cigarettes, cigars, pipes, snuff, chewing tobacco and vapor products such as e-cigarettes and other related products used to simulate smoking. This policy applies to all property owned and/or leased Sunnyside (e.g., personal residences, parking lots, grounds, public areas, company cars and resident cars parked on the Sunnyside campus), as well as adjacent property. Residents not adhering to the policy will be assessed for damages caused by tobacco products and the cost of such will be paid by the Resident or may be subtracted from the entrance fee refund, if applicable.

5. TRANSFER AND SURRENDER OF RIGHT OF OCCUPANCY

5.1 Physical and Mental Health Requirements of Resident. As a condition of occupancy at Sunnyside, the Resident shall be physically and mentally capable of performing routine activities of daily living and able to respond appropriately to emergency situations. If Sunnyside determines in its sole discretion that the Resident is unable to comply with these requirements or the Resident's physical or mental illness causes the Resident's continued

presence at Sunnyside to be detrimental to the health or safety of his/herself or others, Sunnyside reserves the right to transfer the Resident to an appropriate level of care within Sunnyside or transfer the Resident to an appropriate institution or facility. While at such an institution or facility the Resident shall continue to pay the monthly fee. In the event of a transfer the provision of Section 5.2 shall apply.

5.2 Temporary Transfer from Sunnyside. When the Resident suffers any physical or mental condition for which Sunnyside is not permitted to provide care within the requirements of law, or when his/her presence is deemed detrimental to the health or safety of his or herself, other residents or staff; or when Sunnyside determines such action to be in the best interest of the Resident, Sunnyside shall have the authority, in consultation with the Resident's Responsible Party, to transfer Resident to another facility or institution, public or private, suitable for such cases. Such a transfer shall not be a termination, either voluntary or involuntary, of this contract. In the event that the condition requiring transfer of the Resident is not temporary in nature, the Residence shall be released.

5.3 Exchange Between Residences. Residents may transfer to or exchange residences with the prior approval of the executive director. Requests will be considered based on the policies and guidelines of Sunnyside.

5.4 Permanent Surrender of Right of Occupancy. The following conditions of physical and mental health may result in the need for the Resident to relinquish the Residence and to move to a level of care that would best meet his/her needs (such determination to be made by the Sunnyside Resident Care Committee):

- a) Limited mobility
- b) Limited vision
- c) Failing general health that precludes Resident from independent living due to his/her inability to cook, clean, bathe, and secure groceries and supplies.
- d) Loss of mental faculties to a degree where living independently poses a hazard to his/her health or to the health of Sunnyside.

This process may be initiated:

- a) By recommendation of attending physician
- b) In consultation with family members
- c) By the Executive Director and Resident Care Committee
- d) At the request and desire of the Resident

If a Resident needs to move to a higher level of care or out of Sunnyside, the executive director and Resident Care Committee in consultation with the responsible party and attending physician will collaborate to reach a decision in the best interest of the Resident. The final decision will be Sunnyside's.

A Resident will be allowed to continue to reside in the Residence described in this Agreement as long as he/she does not suffer from any physical or mental condition which could preclude their ability to continue to function independently, continues to pay the applicable monthly fee and other charges and cancellation of this Occupancy Agreement has not occurred as provided for herein.

5.5 Cancellation of Agreement. Sunnyside shall not cancel this Occupancy Agreement with the Resident without good cause. Good cause shall be limited to: proof that Resident is a danger to him/herself or others; nonpayment of the Monthly Fee and other charges; repeated conduct by the Resident that interferes with other Residents' quiet enjoyment of Sunnyside; persistent refusal to comply with Sunnyside's written policies and guidelines; a material misrepresentation made intentionally or recklessly by the Resident in his/her application for residency, or related materials, regarding information which, if accurately provided, would have resulted in either a failure of the Resident to qualify for residency or a material increase in the cost of care and services provided under this Agreement; or a material breach of the terms and conditions of this Agreement by the Resident. A written notice of intent to cancel this Agreement by Sunnyside will be provided to the Resident and his or her Attorney-in-Fact.

5.6 Opportunity to Cure. Where applicable and within a 30-day period, an opportunity will be given to cure whatever conduct is alleged to warrant the cancellation of this Agreement.

5.7 Voluntary Cancellation by Resident. Resident shall give a sixty (60) day written notice prior to voluntary cancellation of this agreement. If Resident fails to give the proper notice, he/she agrees that Sunnyside shall charge its normal fees for the 60-day period and Sunnyside shall be entitled to reduce the Resident's unamortized Entry Fee refund, if any by 2% per month for the sixty (60) day period.

6. Co-Occupancy

6.1 Marriage and/or Co-Occupancy with a Non-Resident. When a Resident marries and brings his/her spouse to Sunnyside, there will be a second person Entrance Fee for the Resident's spouse. The second person Entrance Fee will be based on the spouse's occupancy agreement type. There will also be a second person Monthly Fee for the Resident's spouse based upon his or her occupancy agreement type. Sunnyside will honor its Agreement with the original Resident. At the termination of that Agreement, the surviving spouse may negotiate his/her own Agreement. The spouse/co-occupant must meet Sunnyside's entrance requirements. If the spouse/co-occupant cannot meet the admissions criteria, Sunnyside will deny continued Residency. In such event, the right of the surviving spouse to occupy said Residence shall cease and terminate, and the Residence shall be deemed fully surrendered to Sunnyside.

6.2 Marriage and/or Co-Occupancy with a Current Resident. In the event that the Co-Occupant is already a resident of Sunnyside, this Agreement and the Co-Occupant's Agreement shall be cancelled, and the Resident and Co-Occupant will enter into a new Agreement with Sunnyside. If the Resident remains in the current Residence and the Co-Occupant moves into the Resident's Residence, the only additional Entrance Fee payment required shall be for the current second person Entrance Fee if applicable. If two entrance fees have been paid, no additional entrance fee may be required; if only one entrance fee has been paid, an additional entrance fee will be required. There will also be a second person Monthly Fee for the Resident's Co-Occupant based upon his or her occupancy agreement type. This charge will be at the current rate charged to other residents. In this case, a refund of any portion of the Entrance Fee paid under this Agreement shall be governed by the terms and conditions of the new Agreement.

6.2.3 Relocation of Current Residents. If the Resident and Co-occupant are both current residents and move from their current Residences into a new shared Residence, the Resident and Co-occupant shall receive credit for the amount of Entrance Fees paid by them with respect to their separate Agreements, less any amounts charged or chargeable against the Entrance Fees paid, and shall pay Sunnyside the difference, if any, between the sum of the Entrance Fee paid with respect to their Agreements and the Entrance Fee and Second Person Entrance Fee charged for the new Residence at the time the Resident

and the Co-Occupant enter into the new Agreement. If the Entrance Fee for the new Residence is lower than the sum of the Entrance Fees due and owing to the Residents, Sunnyside shall not refund the excess to the Resident or Co-Occupant at the time they enter into the new Agreement.

6.3 Separation of Residents. In the event two current Residents decide to occupy separate residences, the following options are available:

6.3.1 If both choose to remain as Residents and therefore need separate Residences, the Resident moving to a new Residence will be obligated to pay the then current Entrance Fee and single person's Monthly Fee for the selected Residence. Sunnyside shall not refund any portion of the Entrance Fee paid under this agreement upon relocation.

6.3.2 If one Resident desires to move out of Sunnyside, the other Resident may remain in the current Residence or move to a new Residence, subject to the terms and conditions of this Agreement. If the remaining Resident stays in the current Residence, the Resident shall pay the single person Monthly Fee for the current Residence. If the Resident moves to a new Residence, in addition to paying the single person's Monthly Fee for the new Residence, he or she will pay the difference between the current Entrance Fee for the new Residence and the Entrance Fee paid under this Agreement. Sunnyside shall not refund, at that time, any portion of the Entrance Fee paid under this Agreement.

7. ENTRANCE FEE REFUND

7.1 Refund of Entrance Fee. In the event of death or withdrawal of the Resident from Sunnyside and release of the Residence, a partial refund of the Entrance Fee may be available. All refunds of any portion of the Entrance Fee are expressly conditioned upon Sunnyside's acceptance for admission of a new resident, the new resident's payment of the Entrance Fee, and the new resident's occupancy of the Residence. Any Entrance Fee refund that may be due to you or your estate shall first be applied to satisfy, in part or in whole, any outstanding Monthly Fee or other charge(s) owed by you to Sunnyside and/or the interest and principal outstanding on any Fellowship Assistance granted to you by Sunnyside, and the balance thereof shall be paid to you or your estate. In no event shall you or your estate receive a refund of the Monthly Fee paid to Sunnyside. Any outstanding

Entrance Fee will be paid after the successful remarketing of the residence or within six (6) months, whichever occurs first. The refund available depends on your Agreement type. The following formulas apply:

7.1.1 For Type I and Type II Occupancy Agreements only, if the withdrawal or death occurs during the first 50 months following the date of occupancy, or assigned occupancy date, whichever occurs first, a refund of the Entrance Fee will be made, reduced by 2% per month from the date herein referred to, until the Residence is released to Sunnyside. There will be no refund made under this policy after 50 months.

7.1.2 For Type III Occupancy Agreements only, when withdrawal or death occurs the refund will be 50% of the Entrance Fee. In the event the Resident becomes unable to pay the applicable monthly or daily service fee(s) in any level of residency, the Resident shall be liable to Sunnyside for the full amount, which will be charged against the Resident's Entrance Fee refund as well as payable from the Resident's estate.

7.1.3 For Type IV Occupancy Agreements only, when withdrawal or death occurs, the refund will be 90% of the Entrance Fee. In the event the Resident becomes unable to pay the applicable monthly or daily service fee(s) in any level of residency, the Resident shall be liable to Sunnyside for the full amount, which will be charged against the Resident's Entrance Fee refund as well as payable from the Resident's estate.

7.1.4 Type V Occupancy Agreements Only. If the withdrawal or death occurs during the first 50 months following the date of occupancy or assigned occupancy date, whichever occurs first, a refund of the Entrance Fee, less the \$_____per resident Lifecare Fee, will be made, reduced by 2% per month from the date herein referred to until the Residence is vacated and released to Sunnyside. There will be no refund made under this policy after 50 months.

7.1.5 Residence Not Occupied. If the Resident dies before occupying the Residence, or is precluded through illness, injury, or incapacity from becoming a Resident under the terms of the Occupancy Agreement, the Agreement is automatically rescinded, and the Resident or his /her legal representative shall receive a full refund of all money

paid to Sunnyside, except those costs specifically incurred by Sunnyside at the request of the Resident.

8. MISCELLANEOUS

8.1 Further Assurances. The Resident, for himself/herself, his/her heirs, personal representatives and assigns, agrees to execute and deliver to Sunnyside such legal instruments as may be requisite to carry out the provisions of this Agreement.

8.2 Representations. The application and the statements of finances and health history of Resident filed with Sunnyside are incorporated in this contract by this reference and all statements therein are deemed to be representations by Resident as of the date made. Resident represents that there have been no material changes in the information provided since the date thereof. Resident's breach or misrepresentation may result in (a) cancellation of this Agreement, or (b) transfer as provided in Section 5 of this Agreement.

8.3 Responsibility for Protection of the Resident's Property. Sunnyside shall not be responsible for the loss of any personal property belonging to the Resident due to theft, fire or any other cause. The Resident shall have the responsibility, at the Resident's own expense, of insuring the Resident's property against such risks under a tenant's or homeowner's insurance.

8.4 Accident Caused by the Resident. The Resident shall indemnify and hold Sunnyside harmless from any claims, investigations, proceedings or lawsuits, including all damages, costs, expenses, reasonable attorney's fee and court costs, resulting from, attributable to or in any way connected with the negligent or intentional act or omissions of the Resident. The Resident shall obtain liability insurance to cover such situations.

8.5 Responsibility for Damages. Any harm or damages to the real or personal property of Sunnyside caused in whole or in part by the Resident shall be charged to and paid for by the Resident. Sunnyside assumes by this Agreement no responsibility for any harm or damage done to the person or property of the Resident by another resident or by any other person or entity. To the extent permitted by law, the Resident also hereby releases and discharges Sunnyside from any and all Claims for personal injury or property damage suffered by the Resident which are alleged to or actually arise from or relate to, in whole or in part, Sunnyside's assistance to, supervision or care of other residents.

8.6 Renovations and Additions to the Campus. From time to time, Sunnyside may decide to renovate, demolish and add to its facilities. Resident agrees that he or she anticipates such activities, and they shall not constitute a nuisance or give rise to any cause of action on account of noise, dust, vibration, or any other inconvenience. Resident also agrees these activities by Sunnyside shall not constitute a breach by Sunnyside of this Agreement or any other obligation owed to the Resident. Resident further agrees not to maintain any action against Sunnyside to enjoin it from renovating, demolishing or adding to its facilities.

8.7 Non-Discrimination. Neither marital status, race, gender, national origin, disability, nor faith has any bearing upon the offer, acceptance or termination of residence at Sunnyside.

8.8 Whole and Binding Agreement. The Resident has received this Agreement and has had the opportunity to have it reviewed by his or her attorney or financial advisor. The parties agree that this Agreement and the Disclosure Statement contain the entire agreement. This Agreement is binding on the Resident and Sunnyside, their successors and assigns.

THE RESIDENT SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT, without penalty or forfeiture, within seven (7) days after making an initial deposit executing this Agreement. The Resident shall not be required to move into Sunnyside before the expiration of the seven (7) day period.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above mentioned.

SIGNATURES

Print Name

SUNNYSIDE PRESBYTERIAN HOME

By: _____

“Sunnyside”

Print Name

By: _____

“Resident”

By: _____

“Resident”

Initials _____

ACKNOWLEDGMENTS:

I hereby acknowledge I/we have received the following:

Initials:

- _____ ☐ A copy of Sunnyside's Continuing Care Provider Disclosure Statement
- _____ ☐ A complete copy of this Occupancy Agreement
- _____ ☐ A copy of this Resident's Handbook
- _____ ☐ A copy of Resident' Rights related to personal health information

Signed:

Exhibit C

Schedule of Entrance and Monthly Fees



ASSISTED LIVING, MEMORY SUPPORT & SKILLED NURSING

2024 Rates*

EILAND ASSISTED LIVING CENTER

	Daily	Monthly**
Regular Assisted Living Studio	\$262	\$7,969
Terrace Memory Care Studio.....	\$327	\$9,946
Lakeview Large Studio	\$273	\$8,304
Lakeview Two-Room Suite	\$280	\$8,517
Second Person Fee	\$142	\$4,319

PANNILL HEALTH CARE CENTER

	Daily	
Semi-Private Room	\$357	\$10,859
Regular Private Room	\$395	\$12,015
Large Private Room	\$426	\$12,958

* All rates are subject to change.

** Monthly amount represents the average monthly rate (365 days/12 months) for illustrative purposes only. Sunnyside applies room and board charges on a daily basis and therefore, the actual monthly rate will be higher or lower based on the actual number of days in the month.

APARTMENT ENTRANCE & MONTHLY FEES 2024

- Some Entrance Fees may vary according to pre-existing modifications, room additions and upgrades.
- Select apartments have location and view premiums that will be added to the Entrance Fees below. Please ask your Marketing Counselor about the details.
- Once a residence is reserved with a 5% deposit, the Entrance Fee is no longer subject to change.

	Approx. Sq. Ft.	Type I Traditional Plan	Type II 90-day Assisted Living/Healthcare	Type III 50% Refund Plan	Monthly Fee
THE HIGHLANDS					
Armstrong (Studio)	400	\$59,430	\$78,600	\$89,145	\$1,886
Murray (1 Bdrm/1 Bath)	576	\$82,948	\$102,118	\$124,422	\$2,805
One Bdrm Deluxe	744	\$114,127	\$133,297	\$171,191	\$3,129
MacGregor (2 Bdrm/1 Bath)	744	\$113,645	\$132,815	\$170,467	\$3,129
MacQueen (2 Bdrm/1½ Bath)	852	\$131,630	\$150,800	\$197,445	\$3,446
Deluxe Master Suite (2 Bdrm/2 Bath)	1152	\$178,585	\$197,755	\$267,877	\$3,798
Grand Master Suite (2 Bdrm/2 Bath)	1320	\$205,623	\$224,798	\$308,434	\$3,908
2nd Person Fee		\$21,990	\$41,160	\$32,985	\$782
THE VILLAGE APARTMENTS					
Grattan Price Drive (One Bdrm)	756	\$90,482	\$109,652	\$135,723	\$1,403
Grattan Price Drive (Two Bdrm)	966	\$115,630	\$134,800	\$173,445	\$1,478
Village Court (Studio)	460	\$54,354	\$73,524	\$81,531	\$1,273
Village Court (One Bdrm)	707-715	\$91,737 - \$92,775	\$110,907 - \$111,945	\$137,606 - \$139,163	\$1,403
Village Court (Two Bdrm)	954	\$123,775	\$142,945	\$185,663	\$1,478
2nd Person Fee		\$21,990	\$41,160	\$32,985	\$307

Eiland Assisted Living	Daily Fee - \$262 to \$280
The Terrace-Memory Support	Daily Fee - \$327
Pannill Health Care Center	Daily Fee - \$357 to \$426

TYPE IV

- 90% Refund Plan. Ask your marketing professional for details.

TYPE V

- Unlimited Lifecare protection by adding \$90,000 to the Type I Entrance Fee (plus \$90,000 to the 2nd person fee, if applicable) and \$905 to the Monthly Fee (plus \$905 to the 2nd person, if applicable). Both additional fees for Lifecare may be tax deductible. Please consult your tax professional.

Effective date of 1/1/2024. Prices subject to change.

COTTAGE ENTRANCE & MONTHLY FEES 2024

- Some Entrance Fees may vary according to pre-existing modifications, room additions and upgrades.
- Once a residence is reserved with a 5% deposit, the Entrance Fee is no longer subject to change.

	Type I Traditional plan	Type II 90-day Assisted Living/Healthcare	Type III 50% Refund plan	Monthly Fee
The Village Cottages				
Tier I Cottages Starting at 925 sq. ft.	\$147,928 - \$225,121	\$167,098 - \$244,291	\$221,892 - \$337,681	\$1,720
Tier II Cottages Starting at 1,327 sq. ft.	\$206,779 - \$334,217	\$225,949 - \$353,387	\$310,169 - \$501,326	\$1,944
2nd Person Fee	\$21,990	\$41,160	\$32,985	\$307
The Glen Cottages				
Tier I Cottages Starting at 1,237 sq. ft.	\$209,497 - \$289,095	\$228,667 - \$308,265	\$314,245 - \$433,643	\$2,073
Tier II Cottages Starting at 1,536 sq. ft.	\$256,578 - \$320,088	\$275,748 - \$339,258	\$384,868 - \$480,132	\$2,223
Tier III Cottages Starting at 1,776 sq. ft.	\$289,942 - \$370,896	\$309,112 - \$390,066	\$434,913 - \$556,343	\$2,371
2nd Person Fee	\$21,990	\$41,160	\$32,985	\$307

Eiland Assisted Living The Terrace-Memory Support Pannill Health Care Center	Daily Fee - \$262 to \$280 Daily Fee - \$327 Daily Fee - \$357 to \$426
--	---

TYPE IV

- 90% Refund Plan. Ask your marketing professional for details.

TYPE V

- Unlimited Lifecare protection by adding \$90,000 to the Type I Entrance Fee (plus \$90,000 to the 2nd person fee, if applicable) and \$905 to the Monthly Fee (plus \$905 to the 2nd person, if applicable). Both additional fees for Lifecare may be tax deductible. Please consult your tax professional.

Effective date of 1/1/2024. Prices subject to change.

VILLA ENTRANCE & MONTHLY FEES 2024

	Approx. Sq. Ft.	Type I Traditional Plan	Type II 90-day Assisted Living/Healthcare	Type III 50% Refund Plan	Monthly Fee
THE VILLAGE VILLAS					
Melrose	1774	\$299,050	\$318,220	\$448,575	\$2,594
Hamilton	1850	\$311,861	\$331,031	\$467,792	\$2,594
Kilmarnock	1980	\$333,776	\$352,946	\$500,664	\$2,669
Glasgow	2095	\$353,162	\$372,332	\$529,743	\$2,747
Edinburgh	2755	\$445,867	\$465,037	\$668,800	\$2,987
2nd Person fee		\$21,990	\$41,160	\$32,985	\$307
THE GLEN VILLAS					
Melrose	1774	\$299,050	\$318,220	\$448,575	\$2,594
Glasgow	2095	\$353,162	\$372,332	\$529,743	\$2,747
Edinburgh	2755	\$445,867	\$465,037	\$668,800	\$2,987
2nd Person fee		\$21,990	\$41,160	\$32,985	\$307

Eiland Assisted Living	Daily Fee - \$262 to \$280
The Terrace-Memory Support	Daily Fee - \$327
Pannill Health Care Center	Daily Fee - \$357 to \$426

- Some Entrance Fees may vary according to pre-existing modifications, room additions and upgrades.
- Once a residence is reserved with a 5% deposit, the Entrance Fee is no longer subject to change.

TYPE IV

- 90% Refund Plan. Ask your marketing professional for details.

TYPE V

- Unlimited Lifecare protection by adding \$90,000 to the Type I Entrance Fee (plus \$90,000 to the 2nd person fee, if applicable) and \$905 to the Monthly Fee (plus \$905 to the 2nd person, if applicable). Both additional fees for Lifecare may be tax deductible. Please consult your tax professional.

Effective date of 1/1/2024. Prices subject to change.

Exhibit D

Audited Financial Statements

SUNNYSIDE PRESBYTERIAN HOME
FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION
YEARS ENDED DECEMBER 31, 2023 AND 2022



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**SUNNYSIDE PRESBYTERIAN HOME
TABLE OF CONTENTS
YEARS ENDED DECEMBER 31, 2023 AND 2022**

INDEPENDENT AUDITORS' REPORT	1
FINANCIAL STATEMENTS	
BALANCE SHEETS	4
STATEMENTS OF OPERATIONS	6
STATEMENTS OF CHANGES IN NET ASSETS	7
STATEMENTS OF CASH FLOWS	8
NOTES TO FINANCIAL STATEMENTS	10
SUPPLEMENTARY INFORMATION	
BALANCE SHEET BY DIVISION	38
STATEMENT OF OPERATIONS BY DIVISION	40



INDEPENDENT AUDITORS' REPORT

Board of Trustees
Sunnyside Presbyterian Home
Harrisonburg, Virginia

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Sunnyside Presbyterian Home, which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Sunnyside Presbyterian Home of December 31, 2023 and 2022, and the results of its operations, changes in its net assets, and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Financial Statements

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

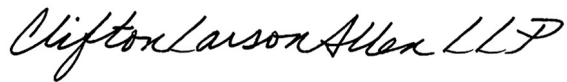
In performing an audit in accordance with GAAS, we:

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

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

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The balance sheet by division and statement of operations by division are presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

A handwritten signature in cursive script that reads "CliftonLarsonAllen LLP".

CliftonLarsonAllen LLP

King of Prussia, Pennsylvania
April 24, 2024

**SUNNYSIDE PRESBYTERIAN HOME
BALANCE SHEETS
DECEMBER 31, 2023 AND 2022**

	<u>2023</u>	<u>2022</u>
ASSETS		
CURRENT ASSETS		
Cash and Cash Equivalents	\$ 1,436,046	\$ 1,633,722
Cash and Cash Equivalents - Resident Funds	22,442	27,704
Accounts Receivable	1,128,516	1,389,043
Allowance for Credit Losses	(284,804)	(238,746)
Other Receivables	103,629	57,197
Pledges and Gifts Receivable	200	200
Inventories	395,395	422,932
Prepaid Expenses	798,764	690,928
Total Current Assets	<u>3,600,188</u>	<u>3,982,980</u>
ASSETS LIMITED AS TO USE		
Externally Designated by Donor Restriction	5,901,132	5,459,058
Externally Restricted by the Terms of the Bond Agreement	-	344,911
Internally Designated by Board of Trustees	15,741,109	13,111,602
Total Assets Limited as to Use	<u>21,642,241</u>	<u>18,915,571</u>
INVESTMENTS	39,276,128	35,065,328
PROPERTY, PLANT, AND EQUIPMENT, LESS ACCUMULATED DEPRECIATION OF \$139,444,356 IN 2023 AND \$131,806,489 IN 2022	87,710,814	84,169,491
OTHER ASSETS		
Investment in Joint Venture	531,597	557,513
Investment in First Choice Home Health	788,311	1,097,004
Investment in MedRehab Collective	75,000	-
Miscellaneous	101,510	101,510
Total Other Assets	<u>1,496,418</u>	<u>1,756,027</u>
FAIR VALUE INTEREST RATE SWAP AGREEMENTS	<u>650,773</u>	<u>915,501</u>
Total Assets	<u><u>\$ 154,376,562</u></u>	<u><u>\$ 144,804,898</u></u>

See accompanying Notes to Financial Statements.

**SUNNYSIDE PRESBYTERIAN HOME
BALANCE SHEETS (CONTINUED)
DECEMBER 31, 2023 AND 2022**

	<u>2023</u>	<u>2022</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Current Portion of Long-Term Debt	\$ 2,165,420	\$ 2,041,179
Current Portion of Annuities Payable	86,275	91,085
Accounts Payable	1,895,169	1,403,813
Retainage Payable	127,480	-
Accrued Expenses:		
Salaries and Wages	1,873,787	1,820,383
Other	603,905	761,269
Refundable Advance Fees	880,000	864,000
Resident Funds Payable	<u>22,442</u>	<u>27,704</u>
Total Current Liabilities	7,654,478	7,009,433
ADVANCE FEES AND DEPOSITS		
Advance Fee Deposits	971,052	458,050
Deferred Revenue from Advance Fees	47,847,534	46,482,908
Refundable Entrance Fee Liability	<u>3,424,069</u>	<u>3,749,951</u>
Total Advance Fees and Deposits	52,242,655	50,690,909
LONG-TERM DEBT, LESS CURRENT PORTION	43,550,598	46,048,670
ANNUITIES PAYABLE, LESS CURRENT PORTION	<u>288,311</u>	<u>315,334</u>
Total Liabilities	103,736,042	104,064,346
NET ASSETS		
Without Donor Restrictions	44,739,388	35,281,494
With Donor Restrictions	<u>5,901,132</u>	<u>5,459,058</u>
Total Net Assets	<u>50,640,520</u>	<u>40,740,552</u>
Total Liabilities and Net Assets	<u>\$ 154,376,562</u>	<u>\$ 144,804,898</u>

See accompanying Notes to Financial Statements.

SUNNYSIDE PRESBYTERIAN HOME
STATEMENTS OF OPERATIONS
YEARS ENDED DECEMBER 31, 2023 AND 2022

	2023	2022
REVENUE, GAINS, AND OTHER SUPPORT WITHOUT DONOR RESTRICTIONS		
Residential Services, Including Amortization of Deferred Revenue from Advance Fees of \$7,497,133 and \$6,540,715 in 2023 and 2022, Respectively	\$ 21,195,982	\$ 19,775,626
Health Care Services Revenue	16,941,150	15,357,159
Assisted Living Revenue	12,432,596	12,278,771
Unrestricted Gifts and Donations	1,051,118	836,123
Investment Income	1,179,325	2,530,328
Pharmacy Revenue	69,483	269,452
Provider Relief Funds - HHS	-	1,031,623
Employee Retention Credit Grant Revenue	2,791,017	-
Other	1,552,745	1,231,666
Total Revenue, Gains, and Other Support Without Donor Restrictions	<u>57,213,416</u>	<u>53,310,748</u>
EXPENSES		
Nursing Services:		
Health Care	9,076,585	9,788,894
Assisted Living	4,995,379	4,712,495
Clinical	1,994,077	449,946
Dining Services	5,981,081	5,564,864
Resident Services	3,357,590	3,176,273
Environmental Services	5,247,709	5,103,306
General and Administrative Services	10,252,480	9,618,027
Credit Loss Expense	81,800	26,649
Utilities	2,359,138	2,516,983
Pharmacy Services	74,805	229,183
Fund Raising Expenses	275,679	264,096
Depreciation	8,102,005	8,015,732
Interest Expense	1,510,741	1,453,890
Other	367,940	431,472
Total Expenses	<u>53,677,009</u>	<u>51,351,810</u>
OPERATING INCOME	3,536,407	1,958,938
NONOPERATING GAINS (LOSSES)		
Change in Present Value of Annuities Payable	(51,358)	(11,138)
Unrealized Gain (Loss) on Equity Securities	4,428,677	(6,212,911)
Change in Fair Value Interest Rate Swap Agreements	(264,728)	1,789,387
Loss on Extinguishment of Debt	-	(74,095)
Total Nonoperating Gains (Losses)	<u>4,112,591</u>	<u>(4,508,757)</u>
EXCESS (DEFICIT) OF REVENUE, GAINS, AND OTHER SUPPORT OVER EXPENSES	7,648,998	(2,549,819)
OTHER CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS		
Net Assets Released from Restrictions for Capital Expenditures and Other Reclassifications	-	25,100
Net Unrealized Gain (Loss) on Fixed Income Investments	<u>1,808,896</u>	<u>(2,297,926)</u>
INCREASE (DECREASE) IN NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>\$ 9,457,894</u>	<u>\$ (4,822,645)</u>

See accompanying Notes to Financial Statements.

SUNNYSIDE PRESBYTERIAN HOME
STATEMENTS OF CHANGES IN NET ASSETS
YEARS ENDED DECEMBER 31, 2023 AND 2022

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total Net Assets</u>
BALANCE - JANUARY 1, 2022	\$ 40,104,139	\$ 6,705,354	\$ 46,809,493
Deficit of Revenue, Gains, and Other Support Over Expenses	(2,549,819)	-	(2,549,819)
Net Unrealized Loss on Fixed Income Investments	(2,297,926)	-	(2,297,926)
Restricted Gifts and Contributions	-	43,812	43,812
Change in Present Value of Perpetual Trusts	-	(1,208,795)	(1,208,795)
Net Assets Released from Restrictions for Operating Expenses and Other Reclassifications	-	(56,213)	(56,213)
Net Assets Released from Restrictions for Capital Expenditures	<u>25,100</u>	<u>(25,100)</u>	<u>-</u>
Increase in Net Assets	<u>(4,822,645)</u>	<u>(1,246,296)</u>	<u>(6,068,941)</u>
BALANCE - DECEMBER 31, 2022	35,281,494	5,459,058	40,740,552
Excess of Revenue, Gains, and Other Support Over Expenses	7,648,998	-	7,648,998
Net Unrealized Gain on Fixed Income Investments	1,808,896	-	1,808,896
Restricted Gifts and Contributions	-	46,199	46,199
Change in Present Value of Perpetual Trusts	-	405,136	405,136
Net Assets Released from Restrictions for Operating Expenses and Other Reclassifications	-	(9,261)	(9,261)
Net Assets Released from Restrictions for Capital Expenditures	<u>-</u>	<u>-</u>	<u>-</u>
Decrease in Net Assets	<u>9,457,894</u>	<u>442,074</u>	<u>9,899,968</u>
BALANCE - DECEMBER 31, 2023	<u><u>\$ 44,739,388</u></u>	<u><u>\$ 5,901,132</u></u>	<u><u>\$ 50,640,520</u></u>

See accompanying Notes to Financial Statements.

SUNNYSIDE PRESBYTERIAN HOME
STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2023 AND 2022

	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase (Decrease) in Net Assets	\$ 9,899,968	\$ (6,068,941)
Adjustments to Reconcile Increase (Decrease) in Net Assets to Net Cash Provided by Operating Activities:		
Amortization of Deferred Revenue from Advance Fees	(7,497,133)	(6,540,715)
Depreciation	8,102,005	8,015,732
Amortization of Deferred Financing Costs	41,186	39,683
Provision for Credit Loss Expense	81,800	26,649
Net Unrealized (Gain) Loss on Investments	(6,237,573)	8,510,837
Change in Fair Value Interest Rate Swap Agreements	264,728	(1,789,387)
Change in Present Value of Charitable Remainder and Perpetual Trusts	(405,136)	1,208,795
Loss on Extinguishment of Debt	-	74,095
Original Issue Premium Amortization	(317,799)	(329,436)
Net Change in Investment in Joint Venture	25,916	18,526
Net Change in Investment in First Choice Home Health	308,693	23,302
Net Change in Investment in MedRehab Collective	(75,000)	-
Changes in Operating Assets and Liabilities:		
Accounts Receivable	224,785	1,535,643
Other Receivables	(46,432)	(23,265)
Pledges and Gifts Receivable	-	6,400
Inventories	27,537	83,802
Prepaid Expenses	(107,836)	(117,990)
Accounts Payable	284,526	257,101
Salaries and Wages	53,404	256,929
Other Accrued Expenses	(157,364)	325,971
Deferred Advance - Provider Relief Funds	-	(1,031,622)
Advance Fee Deposits	529,002	146,458
Resident Funds	(5,262)	(3,368)
Net Cash Provided by Operating Activities	4,994,015	4,625,199
CASH FLOWS FROM INVESTING ACTIVITIES		
Acquisition of Property, Plant, and Equipment	(11,309,018)	(8,492,518)
Purchase of Investments and Assets Limited as to Use	(5,790,341)	(17,090,919)
Sale of Investments and Assets Limited as to Use	5,152,897	12,996,825
Net Cash Used by Investing Activities	(11,946,462)	(12,586,612)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from Entrance Fees, Net of Refunds	8,535,877	5,580,859
Repayment of Long-Term Debt	(2,040,518)	(2,069,228)
Change in Annuities Payable	(31,833)	(48,931)
Net Cash Provided by Financing Activities	6,406,826	3,462,700
NET DECREASE IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH	(545,621)	(4,498,713)
Cash, Cash Equivalents, and Restricted Cash - Beginning of Year	2,008,073	6,506,786
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH - END OF YEAR	<u>\$ 1,462,452</u>	<u>\$ 2,008,073</u>

See accompanying Notes to Financial Statements.

**SUNNYSIDE PRESBYTERIAN HOME
STATEMENTS OF CASH FLOWS (CONTINUED)
YEARS ENDED DECEMBER 31, 2023 AND 2022**

	<u>2023</u>	<u>2022</u>
RECONCILIATION OF CASH, CASH EQUIVALENTS, AND RESTRICTED CASH TO BALANCE SHEET		
Cash and Cash Equivalents	\$ 1,436,046	\$ 1,633,722
Cash and Cash Equivalents - Resident Funds	22,442	27,704
Restricted Cash Included in Assets Limited to Use - Donor Restricted	3,964	1,736
Restricted Cash Included in Assets Limited to Use - Bond Agreements	<u>-</u>	<u>344,911</u>
Cash, Cash Equivalents, and Restricted Cash - End of Year	<u><u>\$ 1,462,452</u></u>	<u><u>\$ 2,008,073</u></u>
NONCASH ITEMS		
Net Change in Investment in Joint Venture	\$ (25,916)	\$ (18,526)
Net Change in Investment in First Choice Home Health	(308,693)	(23,302)
Net Change in Investment in MedRehab Collective	<u>75,000</u>	<u>-</u>
Total Noncash Items	<u><u>\$ (259,609)</u></u>	<u><u>\$ (41,828)</u></u>

See accompanying Notes to Financial Statements.

**SUNNYSIDE PRESBYTERIAN HOME
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Reporting Entity

Sunnyside Presbyterian Home (Sunnyside or the Company) is a nonstock, nonprofit corporation founded in 1955. The Company operates Sunnyside Presbyterian Retirement Community (SPRC) in Rockingham County, Virginia; King's Grant Retirement Community (King's Grant) in Henry County, Virginia; and Summit Square Retirement Community (Summit Square) in Waynesboro, Virginia. The University Plaza Shopping Center (University Plaza) is located in Harrisonburg, Virginia and provides office space for its corporate functions in support of the Company's three life plan communities.

The Company enters into contracts with its independent living residents, most of which require payment of a one-time advance entrance fee and a monthly maintenance fee (see Note 7). None of the occupancy agreements entitle the residents to an interest in the real estate or other property owned by the Company.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash, Cash Equivalents, and Restricted Cash

The Company considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. The Company had no cash equivalents at December 31, 2023 and 2022. Restricted cash is that which cannot be accessed based on restrictions related to either passage of time or occurrence of events. Documentation related to category-based capital expenditures must be submitted in order to have cash transferred out of the restricted accounts.

Accounts Receivable and Allowance for Credit Losses

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

Residents are not required to provide collateral for services rendered. Payment for services is required within 30 days of receipt of invoice or as the claim is submitted for third-party payors. Accounts more than 90 days past due are individually analyzed for collectability. When all collection efforts have been exhausted, the account is written off against the related allowance.

**SUNNYSIDE PRESBYTERIAN HOME
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Accounts Receivable and Allowance for Credit Losses (Continued)

Management believes the composition of receivables at year-end is consistent with historical conditions as credit terms and practices and the customer base has not changed significantly. At December 31, 2023 and 2022, the allowance for estimate of expected credit losses was approximately \$285,000 and \$239,000, respectively.

Changes in the allowance for credit losses for the year ended December 31, 2023 was as follows:

Allowance for Credit Losses	
Balance, Beginning of Year	\$ 238,746
Provision for Losses	81,800
Amounts Written Off	(40,405)
Recoveries	4,663
Balance, End of Year	<u>\$ 284,804</u>

The opening and closing balances in Accounts Receivable were as follows:

	Accounts Receivable
Balance as of January 1, 2022	<u>\$ 2,988,587</u>
Balance as of December 31, 2022	1,381,609
Balance as of December 31, 2023	1,126,650

Inventories

Inventories of drugs and supplies are stated at the lower of cost (first-in, first-out) or net realizable value.

Assets Limited as to Use

Assets limited as to use consist of externally designated donor-imposed assets with restrictions as well as internally designated assets set aside for specific purposes. Assets limited as to use are carried at fair value and consist primarily of investments in cash, debt securities, equity securities, and beneficial interests in trusts. Assets limited as to use also consist of escrow cash restricted to fund the acquisition, construction, and equipping of certain capital improvements.

Investments

Investments include primarily investments in debt and equity securities that are not intended for current operations and are classified as noncurrent assets.

Investments are carried at fair value. The fair values of marketable equity securities, bonds, and other investments are based on quoted market prices, if available, or estimated using quoted market prices for similar securities. Cost used in the determination of gains and losses on sales of investments is based on specific cost of the investment sold, adjusted for any other-than-temporary declines in the value of investments.

**SUNNYSIDE PRESBYTERIAN HOME
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Investments (Continued)

Realized gains and losses (including interest and dividends) in investments which are not restricted are classified on the statements of operations as investment income (loss) included in operating income. Unrealized gains and loss from equity securities which are not restricted are classified on the statement of operations in nonoperating gains and losses. Unrealized gains and losses from nonequity securities which are not restricted are classified on the statements of operations in other changes in net assets without donor restrictions. Realized and unrealized gains and losses from nonequity securities, interest and dividends from investments which are restricted are not presented on the statements of operations but instead are reflected in the statements of changes in net assets.

Property, Plant, and Equipment

Property, plant, and equipment are stated on the basis of cost. Donated property and equipment are recorded at fair market value at the date of contribution. Improvements that materially extend the useful lives of the assets are capitalized. General repairs and maintenance costs are expensed as incurred. The Company capitalizes all expenditures for property and equipment costing \$1,500 or more (collectively in the case of bulk purchases) and having useful lives greater than one year.

Depreciation is computed using the straight-line method at rates calculated to amortize the cost of the assets over their estimated useful lives. The general range of estimated useful lives for buildings and land improvements is 20 to 40 years and the general range for equipment is 5 to 20 years.

The Company records impairment losses on property and equipment when events and circumstances indicate that it is probable that the assets are impaired and the undiscounted cash flows estimated to be generated by those assets are less than the carrying amount of those assets. Based on management's estimation process, no impairment losses have been recorded as of December 31, 2023 and 2022.

Deferred Financing Costs

The Company deferred all financing costs incurred in connection with the issuance of its long-term debt. Such costs are being amortized on the straight-line method, a method which approximates the effective interest rate method, over the term of the related indebtedness. These costs are amortized as a component of interest expense for the years ended December 31, 2023 and 2022 in the amount of \$41,186 and \$39,683, respectively.

Investment in Joint Venture

The Company's investment in joint venture of Virginia Senior Care Group, LLC is carried at cost and adjusted for the owner's share of the earnings, losses, and distributions. As of December 31, 2023 and 2022, the Company owned approximately 7.31% and 7.25% of the joint venture, respectively.

**SUNNYSIDE PRESBYTERIAN HOME
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Investment in First Choice Home Health Services, LLC

The Company owns 1/3 interest in First Choice Home Health Services, LLC (First Choice), a Virginia limited liability company. Virginia Mennonite Retirement Community, Inc. (VMRC) and Bridgewater Healthcare, Inc. (Bridgewater) own equal shares of the remaining interest in First Choice. The Company has accounted for its investment in First Choice using the equity method of accounting. The Company's equity share of income of First Choice was \$14,142 and \$322,835 for 2023 and 2022, respectively, which was included in the investment income line of the statements of operations. The Company received a dividend from First Choice of \$322,835 in 2023 and \$346,137 in 2022.

Deferred Revenue from Advance Fees and Refundable Entrance Fees

Deferred revenue from advance fees are considered to contain a material right associated with access to future services, which is the related performance obligation. Deferred revenue from advance fees represents the fees received at the time a resident enters into an entrance fee admission agreement and moves into to one of the communities. The fees are amortized under the straight-line method over estimated life expectancy of each resident or couple (time-based method), adjusted annually. If a resident terminates their contract before the actuarial estimate of their life expectancy, the Company will recognize the balance of unamortized entrance fee, net of any refunds due, currently.

Refundable Entrance Fee Liability represents the refundable option upon the death of the resident or if the resident leaves the community and terminates their contract. Refunds are generally payable upon the lesser of six month's or when the resident's unit is reoccupied. Refundable amounts under these contracts are not amortized to revenue.

The opening and closing balances in Deferred Revenue were as follows:

	<u>Amortizable Entrance Fees</u>
Balance as of January 1, 2022	\$ 47,297,641
Balance as of December 31, 2022	46,482,908
Balance as of December 31, 2023	47,847,534

Obligation to Provide Future Services

The Company annually calculates the present value of the net cost of future services and use of facilities to be provided to current residents, net of monthly fees anticipated, and compares that amount with the balance of deferred revenue from advance fees. If the present value of the net cost of future services and use of facilities exceeds the deferred revenue from advance fees, a liability is recorded (obligation to provide future services). This calculation did not result in a liability as of December 31, 2023 and 2022.

**SUNNYSIDE PRESBYTERIAN HOME
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fair Value Interest Rate Swap Agreements

Interest rate swap agreements are carried at fair value as either other assets or liabilities on the balance sheets. The Company uses these derivative instruments to manage its risk related to interest rate movements. The Company's interest rate risk strategy is to stabilize cash flow requirements by maintaining the interest rate swap agreements to effectively convert a portion of its variable-rate debt to a fixed rate (see Note 6).

Net Assets

Net Assets Without Donor Restrictions – Net Assets Without Donor Restrictions consist of investments and other amounts that are available for use in carrying out the Company's mission and include those expendable resources which have been designated for special use by the board of trustees.

Net Assets With Donor Restrictions – Net Assets With Donor Restrictions are those whose use has been limited by donors to a specific time period or purpose.

Other Net Assets With Donor Restrictions – Other Net Assets With Donor Restrictions have been restricted by donors to be maintained in perpetuity.

Residential Services Revenue

Resident services revenue is reported at the amount that reflects the consideration to which the Company expects to be entitled in exchange for providing resident care. These amounts are due from residents, third-party payors (including health insurers and government programs), and others and includes variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Resident monthly fees are billed in advance, early in the month for that same month. Generally, all other billings to the residents and third-party payors are billed in arrears, early in the month for services performed during the previous month. Revenue is recognized as performance obligations are satisfied.

Residential services revenue is recorded at established rates with vacancies and absence allowances deducted to arrive at net residential services revenue. Monthly residential occupancy fees are recognized as revenue in the month of assessment. Deferred revenues from the amortization of advance fees (discussed above) are also included in residential services revenue.

Performance obligations are determined based on the nature of the services provided by the Company. Revenue for performance obligations satisfied over time is recognized based on actual charges. The Company believes that this method provides a faithful depiction of the transfer of services over the term of the performance obligation based on the inputs needed to satisfy the obligation. Generally, performance obligations satisfied over time relate to residents in the facility receiving skilled nursing services or residents receiving services in the facility.

**SUNNYSIDE PRESBYTERIAN HOME
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Residential Services Revenue (Continued)

The Company measures the performance obligation from admission into the facility, or the commencement of an outpatient service, to the point when it is no longer required to provide services to that resident, which is generally at the time of discharge or completion of the outpatient services. Revenue for performance obligations satisfied at a point in time is generally recognized when goods are provided to the residents. The Company does not believe it is required to provide additional goods or services related to that sale.

The Company determines the transaction price based on standard charges for goods and services provided, reduced by contractual adjustments provided to third-party payors, discounts provided to uninsured patients in accordance with the Company's policy and/or implicit price concessions provided to residents. The Company determines its estimates of contractual adjustments based on contractual agreements and its policies.

Health Care and Assisted Living Services Revenue

Health care services and assisted living revenues are reported at estimated net realizable amounts from residents, third-party payors, and others for services rendered and include estimated retroactive revenue adjustments due to audits, reviews, and investigations. Retroactive adjustments are considered in the recognition of revenue on an estimated basis in the period the related services are rendered, and such amounts are adjusted in future periods as adjustments become known or as years are no longer subject to such audits, reviews, and investigations.

Health care services rendered to Medicaid program beneficiaries are reimbursed under a cost reimbursement methodology. The Company is reimbursed at a prospective rate with final settlement determined after submission of annual cost reports by the Company and audits thereof by Medicaid. The Company's Medicaid cost reports have been audited by Medicaid through December 31, 2016.

Revenue from the Medicaid program accounted for approximately 13% and 17% of the Company's health care service revenues for the years ended December 31, 2023 and 2022, respectively. Laws and regulations governing the Medicaid program are extremely complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near term.

SUNNYSIDE PRESBYTERIAN HOME
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Occupancy Percentages

During the years ended December 31, 2023 and 2022, the occupancy percentages and the percentages of Skilled Nursing Center (SNF) residents covered under the Medicaid program, Medicare program, and private pay were as follows:

	2023		
	Sunnyside	King's Grant	Summit Square
Medicaid	28%	6%	2%
Medicare	14%	9%	22%
Private Pay and Other	58%	85%	76%
Total	<u>100%</u>	<u>100%</u>	<u>100%</u>

	2022		
	Sunnyside	King's Grant	Summit Square
Medicaid	38%	3%	16%
Medicare	12%	14%	24%
Private Pay and Other	50%	83%	60%
Total	<u>100%</u>	<u>100%</u>	<u>100%</u>

Composition of Resident Care Service Revenue

The Company has determined that the nature, amount, timing, and uncertainty of revenue and cash flows are affected by the following factors: payors, geography, service lines, method of reimbursement, and timing of when revenue is recognized. Tables providing details of these factors are presented below.

The composition of Health Care Services revenue by primary payor for the years ended December 31 is as follows:

	2023	2022
Medicaid	\$ 2,181,259	\$ 2,661,411
Medicare	4,171,224	4,070,417
Managed Care	360,764	287,215
Private Pay	10,227,903	8,338,116
Total Health Care Services Revenue	<u>\$ 16,941,150</u>	<u>\$ 15,357,159</u>

SUNNYSIDE PRESBYTERIAN HOME
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Composition of Resident Care Service Revenue (Continued)

The composition of net resident service revenue based on its service lines, method of reimbursement, and timing of revenue recognition for the years ended December 31 are as follows:

	2023				
	Sunnyside Presbyterian Retirement Community	King's Grant Retirement Community	Summit Square	University Plaza	Total
Service Lines:					
Health Care Services	\$ 10,009,486	\$ 4,191,682	\$ 2,739,982	\$ -	\$ 16,941,150
Assisted Living	5,885,528	3,358,706	3,188,362	-	12,432,596
Independent Living	12,205,860	5,696,677	3,293,445	-	21,195,982
Retail Sales	429,836	170,931	103,505	-	704,272
Other	264,117	171,429	192,174	290,236	917,956
Total	<u>\$ 28,794,827</u>	<u>\$ 13,589,425</u>	<u>\$ 9,517,468</u>	<u>\$ 290,236</u>	<u>\$ 52,191,956</u>
Method of Reimbursement:					
Fee for Services	\$ 27,958,222	\$ 13,246,270	\$ 9,365,414	\$ -	\$ 50,569,907
Retail Sales	800,531	307,081	115,980	398,457	1,622,049
Total	<u>\$ 28,758,753</u>	<u>\$ 13,553,351</u>	<u>\$ 9,481,394</u>	<u>\$ 398,457</u>	<u>\$ 52,191,956</u>
Timing of Revenue and Recognition:					
Health Care Services					
Transferred Over Time	\$ 27,958,222	\$ 13,246,270	\$ 9,365,414	\$ -	\$ 50,569,907
Sales at Point in Time	800,531	307,081	115,980	398,457	1,622,049
Total	<u>\$ 28,758,753</u>	<u>\$ 13,553,351</u>	<u>\$ 9,481,394</u>	<u>\$ 398,457</u>	<u>\$ 52,191,956</u>

**SUNNYSIDE PRESBYTERIAN HOME
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Composition of Resident Care Service Revenue (Continued)

	2022				
	Sunnyside Presbyterian Retirement Community	King's Grant Retirement Community	Summit Square	University Plaza	Total
Service Lines:					
Health Care Services	\$ 9,059,588	\$ 3,757,037	\$ 2,540,534	\$ -	\$ 15,357,159
Assisted Living	6,025,098	3,256,653	2,997,020	-	12,278,771
Independent Living	11,699,452	5,262,604	2,813,570	-	19,775,626
Retail Sales	157,030	-	4,937	-	161,967
Other	778,253	88,701	173,797	261,489	1,302,240
Total	<u>\$ 27,719,421</u>	<u>\$ 12,364,995</u>	<u>\$ 8,529,858</u>	<u>\$ 261,489</u>	<u>\$ 48,875,763</u>
Method of Reimbursement:					
Fee for Services	\$ 26,847,009	\$ 12,156,884	\$ 8,343,392	\$ -	\$ 47,347,285
Retail Sales	872,412	208,111	186,466	261,489	1,528,478
Total	<u>\$ 27,719,421</u>	<u>\$ 12,364,995</u>	<u>\$ 8,529,858</u>	<u>\$ 261,489</u>	<u>\$ 48,875,763</u>
Timing of Revenue and Recognition:					
Health Care Services					
Transferred Over Time	\$ 26,847,009	\$ 12,156,884	\$ 8,343,392	\$ -	\$ 47,347,285
Sales at Point in Time	872,412	208,111	186,466	261,489	1,528,478
Total	<u>\$ 27,719,421</u>	<u>\$ 12,364,995</u>	<u>\$ 8,529,858</u>	<u>\$ 261,489</u>	<u>\$ 48,875,763</u>

Contributed Support

The Company has enjoyed a long history of providing care to residents in all levels of care who end up exhausting their personal resources. Once in assisted or nursing care, the Company continues its support along with funds that residents receive from governmental programs such as the Virginia Medical Assistance Program (Medicaid) for healthcare or Old Age Assistance Grants (Auxiliary Grant) for Assisted Living. The Company funded from contributed support approximately \$1,577,000 and \$1,663,000 in charity care and contractual adjustments for its residents in 2023 and 2022, respectively.

Donor-Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. The gifts are reported as support with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or the restriction's purpose is accomplished, net assets with donor restrictions are reclassified as net assets released from restriction. If the assets released from restrictions were designated to offset an operating expense, the release is captured in other revenues on the statement of operations. If the assets released from restrictions were designated to fund a capital expenditure, the release is included in other changes in net assets without donor restrictions section of the statement of operations.

**SUNNYSIDE PRESBYTERIAN HOME
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Operating Indicator

The Company's operating income includes all revenue, gains, expenses, and losses without donor restrictions for the reporting period except for nonoperating gains (losses) and other changes in net assets without donor restrictions. Nonoperating gains and losses principally include (as applicable) changes in the present value of annuities payable, unrealized gains and losses on equity securities, change in fair value of interest rate swap agreements and loss on extinguishment of long-term debt. Other changes in net assets without donor restrictions include activities that result in gains or losses unrelated to the Company's primary mission such as contributions of long-lived assets, unrealized gains and losses on investments from fixed income securities, other-than-temporary declines in the value of investments, and cumulative effects of changes in accounting principles.

Reclassifications

Certain items in the prior year financial statements have been reclassified to conform to the current year's presentation. These reclassifications had no effect on the overall net assets of the Company.

Income Taxes

The Company has been granted exempt status relative to federal and state corporate income taxes under Section 501(c)(3) of the Internal Revenue Code and applicable state codes for its core operations. Operations related to its University Plaza facility which primarily consist of leasing and maintenance of retail space adjacent to the Company's corporate office are not exempt from income taxes.

Professional Liability Insurance

The Company's professional liability insurance is on the claims-made basis.

Leases

The Company determines if an arrangement is a lease at inception. If applicable, operating leases are included in operating lease right-of-use (ROU) assets, other current liabilities, and operating lease liabilities on the balance sheets. If applicable, finance leases are included in property and equipment, other current liabilities, and other long-term liabilities on our balance sheets.

ROU assets represent the Company's right to use an underlying asset for the lease term and lease liabilities represent the Company's obligation to make lease payments arising from the lease. ROU assets and liabilities are recognized at the lease commencement date based on the present value of lease payments over the lease term. As most of leases do not provide an implicit rate, the Company uses its incremental borrowing rate based on the information available at commencement date in determining the present value of lease payments. The operating lease ROU asset also includes any lease payments made and excludes lease incentives. The lease terms may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise that option. Lease expense for lease payments is recognized on a straight-line basis over the lease term. The Company did not have any operating or finance leases at the end of December 31, 2023 and 2022, respectively.

SUNNYSIDE PRESBYTERIAN HOME
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

New Accounting Pronouncements — Accounting Standards Update 2016-13

In June 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-13, *Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*. The main objective of the ASU is to provide financial statement users with more decision-useful information about the expected credit losses on financial instruments and other commitments to extend credit held by a reporting entity at each reporting date. To achieve this objective, the amendments in the ASU replace the incurred loss impairment methodology in current GAAP with a methodology that reflects expected losses, referred to as the current expected credit loss (CECL) model, and requires consideration of a broader range of reasonable and supportable information to inform credit loss estimates. The Company adopted this new guidance, as amended, utilizing the modified retrospective transition method. The adoption of this Standard did not have a material impact on the Company's financial statements but did change how the allowance for credit losses is determined.

New Accounting Pronouncements — ASU 2020-04

In March 2020, the FASB issued ASU No. 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting*. This new standard allows an entity to elect optional expedients and exceptions for applying United States Generally Accepted Accounting Principles (U.S. GAAP) to contracts, hedging relationships, and other transactions affected by reference rate reform upon the transition from the use of the London Interbank Offer Rate (LIBOR) to alternative reference rates. This standard provides this temporary election through December 31, 2022 (sunset date).

In December 2022, the FASB issued ASU No. 2022-06 to defer the sunset date of *Reference Rate Reform (Topic 848)*. This new standard allows an entity to elect not to apply certain modification accounting requirements to contracts affected by reference rate reform as entities transition from LIBOR to alternative reference rates. The standard provides this temporary election through December 31, 2024, and cannot be applied to contract modifications that occur after December 31, 2024.

The Company adopted the requirements of this guidance effective January 1, 2023, and has elected to apply the provisions of these standards to the beginning of the period of adoption.

The Company's loan agreements have LIBOR as a reference rate; however, the agreements also refer to an alternative reference rate that would be substituted should LIBOR be discontinued. During 2023, LIBOR was discontinued, and the loan agreements substituted LIBOR with the Secured Overnight Financing Rate (SOFR) as the new reference rate. No other changes were made to the original loans as a result of this transaction.

The Company elected the practical expedient to account for the refunding as if the modification was not substantial (continuation of the current contract) and not as an extinguishment.

These standards did not have an impact on the balance sheets, statements of operations and changes in net assets, nor the statements of cash flows.

SUNNYSIDE PRESBYTERIAN HOME
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Subsequent Events

In preparing these financial statements, the Company has evaluated events and transactions for potential recognition or disclosure through April 24, 2024, the date the financial statements were issued.

NOTE 2 LIQUIDITY AND AVAILABILITY

As of December 31, 2023, Sunnyside has, based on normal expenditures, days cash on hand of 453 days. Financial assets available for general expenditure within one year of the balance sheet date, consist of the following:

	2023	2022
Financial Assets at Year-End:		
Cash and Cash Equivalents	\$ 1,436,046	\$ 1,633,722
Accounts Receivable, Net	843,712	1,150,297
Pledges and Gifts Receivable	200	200
Assets Limited As to Use:		
Externally Designated by Donor Restriction	5,901,132	5,459,058
Externally Restricted by the Terms of the Bond Agreement	-	344,911
Internally Designated by Board of Trustees	15,741,109	13,111,602
Investments	39,276,128	35,065,328
Total Financial Assets	63,198,327	56,765,118
Less: Amounts Not Available to be Used Within One Year or Which Are Restricted to Certain Events:		
Pledges and Gifts Receivable	200	200
Externally Designated by Donor Restriction	5,901,132	5,459,058
Externally Restricted by the Terms of the Bond Agreement	-	344,911
Financial Assets not Available to be Used Within One Year	5,901,332	5,804,169
Financial Assets Available to Meet General Expenditures within One Year	<u>\$ 57,296,995</u>	<u>\$ 50,960,949</u>

SUNNYSIDE PRESBYTERIAN HOME
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022

NOTE 3 ASSETS LIMITED AS TO USE

Assets limited as to use are summarized as follows:

	2023		2022	
	Fair Value	Cost	Fair Value	Cost
Externally Designated by Perpetual Donor Restriction: Beneficial Interest in Trust Funds	\$ 4,675,705	\$ 3,806,753	\$ 4,270,569	\$ 3,789,741
Marketable Equity Securities	100,461	95,723	100,461	109,450
Total	4,776,166	3,902,476	4,371,030	3,899,191
Externally Designated by Donors Subject to Timing Restrictions:				
Cash and Cash Equivalents	3,964	3,964	1,736	1,736
U.S. Government and Corporate Obligations	228,416	229,973	268,626	308,824
Marketable Equity Securities	892,586	837,943	817,666	874,782
Total	1,124,966	1,071,880	1,088,028	1,185,342
Internally Designated by Board of Trustees for Charitable Gift Annuities:				
Cash and Cash Equivalents	55,462	55,462	20,918	20,918
U.S. Government and Corporate Obligations	3,196,119	3,217,907	3,237,155	3,721,567
Marketable Equity Securities	12,489,528	11,724,949	9,853,529	10,541,807
Total	15,741,109	14,998,318	13,111,602	14,284,292
Externally Restricted by the Terms of the Bond Agreement for Capital Projects:				
Cash and Cash Equivalents	-	-	344,911	344,911
Total Assets Whose Use is Limited	<u>\$ 21,642,241</u>	<u>\$ 19,972,674</u>	<u>\$ 18,915,571</u>	<u>\$ 19,713,736</u>

NOTE 4 INVESTMENTS

Investments are summarized as follows:

	2023		2022	
	Fair Value	Cost	Fair Value	Cost
Cash and Cash Equivalents	\$ 624,982	\$ 624,982	\$ 1,087,556	\$ 1,087,556
U.S. Government and Corporate Obligations	9,538,572	9,590,549	10,880,023	12,006,569
Marketable Equity Securities	29,112,574	27,276,112	23,097,749	24,637,481
Total Investments	<u>\$ 39,276,128</u>	<u>\$ 37,491,643</u>	<u>\$ 35,065,328</u>	<u>\$ 37,731,606</u>

SUNNYSIDE PRESBYTERIAN HOME
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022

NOTE 4 INVESTMENTS (CONTINUED)

Target prices reached with a number of underlying holdings within value-oriented investment funds triggered sales and recognized gains in 2023 and 2022. Proceeds from these sales primarily have been reinvested in the related funds. Management continually reviews its investment portfolio and evaluates whether declines in the fair value of securities should be considered other-than-temporary. Factored into this evaluation are the general and sector specific market conditions, the issuer's financial condition and near-term prospects, conditions in the issuer's industry, the recommendation of advisors, and the length of time and extent to which the market value has been less than cost.

NOTE 5 PROPERTY, PLANT, AND EQUIPMENT

Property, plant, and equipment consist of the following:

	2023	2022
Land and Land Improvements	\$ 13,595,244	\$ 13,343,675
Buildings	179,944,552	174,464,057
Equipment	22,974,129	21,594,701
Construction in Progress	10,641,245	6,573,547
Total	227,155,170	215,975,980
Less: Accumulated Depreciation	(139,444,356)	(131,806,489)
Property, Plant, and Equipment	<u>\$ 87,710,814</u>	<u>\$ 84,169,491</u>

Depreciation expense for the years ended December 31, 2023 and 2022 was \$8,102,005 and \$8,015,732, respectively.

**SUNNYSIDE PRESBYTERIAN HOME
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022**

NOTE 6 LONG-TERM DEBT

Long-term debt consists of the following:

<u>Description</u>	<u>2023</u>	<u>2022</u>
Series 2020A Residential Care Facility Revenue and Refunding Bonds issued by the Economic Development Authority of Rockingham County, Virginia dated January 8, 2020 (Series 2020A Bonds)	\$ 24,721,393	\$ 25,623,059
Series 2020B Convertible Residential Care Facility Revenue Refunding Bond issued by the Economic Development Authority of the Town of Timberville, Virginia dated January 8, 2020 (Series 2020B Bond)	5,421,906	6,170,851
Series 2017 Bank Qualified Residential Care Facility Revenue Bond issued by the Economic Development Authority of Rockingham County, Virginia dated May 19, 2017 (BQ Rockingham County Loan)	12,635,432	12,855,464
2003 Taxable Bank Note Issued in July 2003 to BB&T (the 2003 Note). Interest was payable monthly at SOFR plus 1.75%	<u>317,060</u>	<u>487,596</u>
Long-Term Debt	43,095,791	45,136,970
Add: Unamortized Bond Premium Series 2020A	3,309,697	3,627,496
Less: Unamortized Debt Issuance Costs	(689,470)	(674,617)
Less: Current Portion of Long-Term Debt	<u>(2,165,420)</u>	<u>(2,041,179)</u>
Long-Term Debt, Less Current Portion	<u><u>\$ 43,550,598</u></u>	<u><u>\$ 46,048,670</u></u>

The bonds issued by the development authorities and purchased by U.S. Bank National Association (U.S. Bank or the Bank) and Branch Banking and Trust Company (BB&T) (now Truist or the Bank) underlie the BQ loans and the Fixed Rate Bonds discussed below. The authorities' rights, duties, and obligations of the bond notes between the Company and the authorities were assigned by the authorities to the Bank. These bonds effectively allow the Bank to issue these tax-exempt loans by utilizing the authority's tax-exempt status.

The Rockingham County BQ Loan, Series 2020B Bond, and the fix rate bonds have a first priority pledge of substantially all property and assets of the Company through a Master Trust Indenture except those with a pledged security relating to the 2003 taxable loan. This interest is pari-passu through the terms of the underlying bond trust indentures.

**SUNNYSIDE PRESBYTERIAN HOME
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022**

NOTE 6 LONG-TERM DEBT (CONTINUED)

2020A Bonds

On January 8, 2020, the Company issued Fixed Rate Bonds (Series 2020A Bonds) in the total amount of \$32.9 million, with a par amount of \$28.3 million and a premium of \$4.6 million. The proceeds from these bonds were used to (1) refund the outstanding portion of the 2013 Timberville BQ Loan, the 2013 Waynesboro BQ Loan and the 2017 New Timberville BQ Loan which totaled \$22.4 million, (2) provide a project fund in the amount of \$10.0 million which is restricted for use to fund future capital projects at the Sunnyside campus, and (3) fund the cost of issuance and underwriters discount which totaled \$0.5 million. These Bonds are due from December 1, 2020 through December 1, 2039 for an interest rate 4.00% to 5.00% with a blended effective rate after considering the premium and cost of issuance of 2.90%. The cost of issuance will be amortized into interest expense over the term of the loan.

2020B Loan

Simultaneous with the issuance of the Series 2020A Bonds, the Economic Development Authority of the Town of Timberville, Virginia issued its Residential Care Facilities Revenue Refunding Bond, Series 2020B (Series 2020B Bond or 2020B loan) in the total amount of \$8.2 million for the benefit of the Company for the purpose of refunding the outstanding Harrisonburg Series 2013B Fixed Rate Bonds. The 2020B loan is held by Truist (formerly BB&T) and bear interest initially at the taxable variable rate equal to One-Month LIBOR plus 1.00% and matures on December 1, 2038 with Truist agreeing to hold the 2020B loan for the initial 12 years. During 2023, LIBOR was discontinued, and the loan agreement substituted LIBOR with SOFR as the new reference rate. The rate of interest was 5.14% and 5.17% at December 31, 2023 and 2022, respectively. The 2020B loan had a "Cinderella" feature permitting the taxable interest rate to convert to a tax-exempt interest rate on or about December 1, 2023, which coincided with the original call date of the 2013B Fixed Rate Bonds.

Certain conditions were to be satisfied for the conversion of the taxable interest rate to a tax-exempt interest rate, and the Company could not guarantee the occurrence of such events.

If such conditions were not satisfied, the 2020B loan would continue to bear interest at the taxable rate noted above. Providing these conditions were met, the interest rate after December 1, 2023 would convert to 79% of SOFR plus 0.8295%.

The proceeds noted above, together with the sinking fund balances related to the 2013B bonds which totaled \$1.1 million, were put on deposit to fund the \$9.2 million retirement of the 2013B fixed rate bonds and the \$0.2 million for the cost of issuance. In order for the retirement of the 2013B fixed rate bonds to occur in advance of the 2023 call date, the \$9.2 million escrow payment was required, which represents the present value of the principal and interest payments from January 2020 through the 2023 call date and the principal payoff at that time.

**SUNNYSIDE PRESBYTERIAN HOME
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022**

NOTE 6 LONG-TERM DEBT (CONTINUED)

2020B Loan (Continued)

The \$0.2 million cost of issuance of the 2020B loan will be amortized into interest expense over the term of the loan.

Finally, the covenants for the 2020B loan were modified as follows:

- The debt to capitalization covenant of 60% was removed.
- The debt service coverage ratio of 1.20 and the days' cash on hand ratio of 150 will be tested annually at each fiscal year-end.
- The additional debt test will be modified to permit additional debt so long as after giving effect to such additional debt on a pro forma basis the Company is in compliance with a debt to capitalization ratio not in excess of 65%.

Rockingham Series 2017 Bond Modification

Simultaneous with the issuance of the Series 2020A Bonds Modification, the terms of the Rockingham Series 2017 Bond were modified to increase the applicable factor applied to One-Month LIBOR from 68% to 79%, to increase the credit spread from 0.795% to 0.8295% and to extend the holding period for 12 years from the date of modification. During 2023, LIBOR was discontinued, and the loan agreement substituted LIBOR with SOFR as the new reference rate.

Additionally, the covenants included in the 2017 Credit Agreement related to the Rockingham Series 2017 Bond were modified to agree to the covenants of 2020B the loan.

Rockingham County Loan

The Rockingham County Loan was issued on May 19, 2017 initially for an amount up to \$16 million. This is a tax-exempt bond purchased by BB&T from Rockingham County and advanced on a draw-down basis to the Company over the 18-month period ended October 31, 2018 to fund the acquisition, construction, and equipping of certain capital improvements at all three of our campuses.

The Company drew a total of \$13.8 million of this loan. Required principal payments were due monthly beginning in May 2018 and continue through December 2039. The rate of interest was 5.12% and 4.13% at December 31, 2023 and 2022, respectively.

Taxable Bank Note

The taxable bank note was issued in 2003 related to the University Plaza facility. Interest is payable monthly at LIBOR plus 1.75%. During 2023, LIBOR was discontinued, and the loan agreement substituted LIBOR with SOFR as the new reference rate. The rate of interest was 7.16% and 5.82% at December 31, 2023 and 2022, respectively. Principal payments average approximately \$11,100 between January 2019 and July 2025 with a final principal payment due August 2025 for \$846,000.

**SUNNYSIDE PRESBYTERIAN HOME
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022**

NOTE 6 LONG-TERM DEBT (CONTINUED)

Swap Agreements

On September 29, 2017, the Company entered into an \$11 million forward swap agreement with an expiration date of May 1, 2027 (Interest Rate Swap Agreement – 4 below). This instrument hedges a portion of the variable interest rate risk related to the bank debt by effectively converting interest payments from variable rates to a fixed rate over the term of the swap agreement.

On January 8, 2020, the Company entered into two additional SWAP agreements in order to synthetically fix the interest on the 2020B loan. The salient terms of these agreements are as follows:

- The effective date on the first SWAP is January 8, 2020 and the termination date is September 5, 2023 and it exchanges the LIBOR plus 1.0% variable rate of the 2020B loan with a fixed rate of 2.651% (Interest Rate Swap Agreement – 2 below).
- The effective date on the second SWAP is September 5, 2023 and the termination date is January 5, 2032 and it exchanges the anticipated term of 79% of LIBOR plus 0.8295% variable rate of the 2020B loan with a fixed rate of 2.425% (Interest Rate Swap Agreement – 3 below).
- The notional amount of these swap agreements mirrors the outstanding principal amount of the 2020B Loan at each month-end during their respective terms.

During 2023, LIBOR was discontinued, and the loan agreement substituted LIBOR with SOFR as the new reference rate.

At December 31, 2023 and 2022, the Company had interest rate swaps outstanding with the following terms:

	Notional Amount	Expiration Date	Sunnyside Pays	Sunnyside Receives	Fair Value	
					2023	2022
Interest Rate Swap Agreement - 1	\$ -	9/5/2023	Fixed 2.65%	100% of SOFR	\$ -	\$ (139,731)
Interest Rate Swap Agreement - 2	5,425,210	1/5/2032	Fixed 2.43%	79% of SOFR	(389,149)	(387,332)
Interest Rate Swap Agreement - 3	11,000,000	5/1/2027	Fixed 1.71%	68% of SOFR	(261,624)	(388,438)
Total	<u>\$ 25,425,210</u>				<u>\$ (650,773)</u>	<u>\$ (915,501)</u>

At December 31, 2023, the fair market value of the interest rate swap agreements indicated above is the estimated amount that the Company would receive from a sale of similar interest rate swap agreements as of December 31, 2023.

Interest payments receivable and payable under the terms of the interest rate swap agreements are accrued over the period to which the payment relates, and the net difference is treated as an adjustment of interest expense.

**SUNNYSIDE PRESBYTERIAN HOME
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022**

NOTE 6 LONG-TERM DEBT (CONTINUED)

Future Principal Payment Schedule

The scheduled principal repayments on long-term debt for the next five years and thereafter are as follows:

<u>Year Ending December 31,</u>	<u>Amount</u>
2024	\$ 2,165,420
2025	2,257,511
2026	2,314,978
2027	2,394,406
2028	2,472,838
2027 and Thereafter	31,490,638
Total	<u>\$ 43,095,791</u>

During 2023 and 2022, the Company made cash-basis interest payments on its long-term debt of approximately \$1,472,000 and \$1,407,000, respectively. No interest expense was capitalized as of December 31, 2023 and 2022.

Debt Covenants

The Corporation is required to meet certain financial covenants under the security agreements related to the bond issue. There are financial and operational covenants associated with the bond. As of December 31, 2023, management is not aware of any instances of noncompliance with the required covenants.

NOTE 7 ADVANCE FEES AND DEPOSITS

The Company uses three different styles of contracts. The first group of contracts is fee for service and has three types. Type I is fee for service with the resident paying for assisted living or healthcare on a per diem basis at the current rates. Type II is an enhanced fee for service contract where the resident pays a higher entrance fee and receives up to 90 days of care in assisted living or healthcare for no additional fees. Type III is the same as Type I with the exception that a 50% refund of the entrance fee is provided upon death or withdrawal from the community. Additionally, the Company offers a 90% refundable contract on a limited basis.

The remaining two styles of contracts are a rental contract and a lifecare contract. A rental contract does not require the resident to pay an entrance fee but instead pays a higher monthly service fee. Rental contracts are offered on a limited basis. A lifecare contract requires the resident to pay a higher entrance fee and high monthly fees but the monthly fees never increase (aside from normal annual increases) regardless of the resident's level of care.

SUNNYSIDE PRESBYTERIAN HOME
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022

NOTE 7 ADVANCE FEES AND DEPOSITS (CONTINUED)

A refundable deposit of 10% of the advance fee is made at the time a residency agreement is executed. Advance fees received from residents upon admission are subject to the refund provisions of residents' agreements. Refund periods expire ratably over 50 months from the residents' date of entrance for the most prevalent contract type (Type I contract).

The total amount that is refundable for all contracts for which refunds can be applicable amounted to \$18.9 million and \$18.3 million at December 31, 2023 and 2022, respectively. Amounts expected to be refunded to current residents over the next year are classified in current liabilities and, based on actuarial projections, were approximately \$880,000 and \$864,000 for the years ended December 31, 2023 and 2022. Actual refunds to residents during 2023 totaled approximately \$1,388,000.

NOTE 8 NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are available for the following purposes:

	<u>2023</u>	<u>2022</u>
Subject to Expenditure for Specific Purpose		
Residential Services:		
Nursing Education	\$ 421,251	\$ 444,956
Garden Fund	184,057	165,170
Fellowship	465,591	415,591
Other Residential Services	54,067	62,311
Net Assets Restricted in Trusts and Annuities:		
Beneficial Interest in Perpetual Trust	4,675,705	4,270,569
Annuity Funds	100,461	100,461
Total Net Assets With Donor Restrictions	<u>\$ 5,901,132</u>	<u>\$ 5,459,058</u>

Net assets of \$4,776,166 and \$4,371,030 at December 31, 2023 and 2022, respectively, are restricted to investments in perpetuity, the income from which is expendable to support residential services.

NOTE 9 PENSION PLANS

The Company offers a 401(k) defined contribution plan. All employees over 21 years of age who have worked over 1,000 hours are eligible to participate in the 401(k) plan at the beginning of the quarter following the employee's one-year anniversary of service. Effective January 1, 2009, the Company contributes an amount equal to 100% of the first 4% of employee contributions. In addition, the Company may make an additional discretionary contribution, the amount of which may vary from year-to-year. Total expense related to the plan was \$658,960 and \$483,925 in 2023 and 2022, respectively.

**SUNNYSIDE PRESBYTERIAN HOME
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022**

NOTE 10 DEFERRED GIVING ARRANGEMENTS

The Company offers donors the opportunity to enter into a charitable gift annuity contract in return for the transfer of an agreed-upon amount of funds by the donor to the Company. These contracts provide payments of a specified annual allowance (annuity) to the donor from the funds and related investment earnings. The funds revert to the Company upon the death of the donor. Annuities payable represent the present value of the expected aggregate liability to participants (discounted at 2.81% and 2.56% in 2023 and 2022, respectively).

The Company is the beneficiary of certain charitable remainder trusts. Under the arrangements, the donors have established and funded trusts with specified distributions to be made to designated beneficiaries over the term of the trust. Upon termination of the trust, the Company receives its proportionate share of the trust assets.

NOTE 11 COVID-19 STIMULUS FUNDING

Provider Relief Funds

Due to the Coronavirus pandemic, the U.S. Department of Health and Human Services (HHS) made available emergency relief grant funds to health care providers through the CARES Act Provider Relief Fund (PRF). Total grant funds approved and received by Sunnyside were \$3,119,686 between 2020 and 2021. The PRF's are subject to certain restrictions on eligible expenses or uses and reporting requirements. Sunnyside recognized \$2,088,063, as Provider Relief Funds - HHS grant revenue on the statements of operations within operating income between 2020 and 2021. The remaining portion of \$1,031,622 was recognized as a deferred advance liability on the balance sheets in 2021. At December 31, 2022, Sunnyside recognized \$1,031,622 of the deferred advance liability as Provider Relief Funds – HHS grant revenue on the statements of operations. No provider relief funds were received during the years ended December 31, 2023 and 2022.

Management believes eligible expenses or uses and reporting requirements were met with respect to the distributed grant funds and therefore the amounts have been recognized appropriately as of December 31, 2023 and 2022.

Employee Retention Credit

The Employee Retention Credit (ERC) is a refundable tax credit against certain employment taxes equal to 50% of the qualified wages an eligible employer pays to employees after March 12, 2020, and before January 1, 2021. On December 27, 2020, the Consolidated Appropriations Act (CAA) was signed into law. Among other provisions, the CAA expanded the eligibility for ERC to include more entities as well as extending ERC into calendar year 2021 including the first, second and third calendar quarters. Furthermore, the refundable tax credit for the calendar year 2021 was expanded to 70% of the qualified wages. CAA provided these entities the ability to retroactively recover payroll taxes from earlier in 2020 during which they were previously ineligible. This is done by retroactively applying for the credit.

**SUNNYSIDE PRESBYTERIAN HOME
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022**

NOTE 11 COVID-19 STIMULUS FUNDING (CONTINUED)

Employee Retention Credit (Continued)

Employers, including tax-exempt organizations, are eligible for the credit if they operate a trade or business during calendar year 2020 and 2021 and experience either the full or partial suspension of the operation of their trade or business during any calendar quarter due to a significant decline in gross receipts or because of governmental orders limiting commerce, travel or group meetings due to COVID-19. The credit applies to qualified wages (including certain health plan expenses) paid during this period or any calendar quarter in which eligibility requirements were met.

Grants from the government are recognized when all conditions of such grants are fulfilled or there is reasonable assurance that they will be fulfilled. During the year ended December 31, 2023 and 2022, the Company determined it met the compliance requirements and conditions of the Employee Retention Credit (ERC) program. The Company recognized \$2,791,017 and \$-0-, as Employee Retention Credit Grant Revenue, on the statement of operations for the years ended December 31, 2023 and 2022, respectively. The Company paid approximately \$134,500 to the public accounting firm that assisted with the filing of the ERC credit application.

There is a possibility that upon subsequent review that the Internal Revenue Service could reach a different conclusion regarding the Company's eligibility to retain the ERC credits received. That could result in repayment of the credits, interest, and potential penalties. The amount of liability, if any, from potential ineligibility cannot be determined with certainty.

SUNNYSIDE PRESBYTERIAN HOME
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022

NOTE 12 FUNCTIONAL EXPENSES

The Company provides residential services to the residents of its Harrisonburg, Waynesboro, and Martinsville facilities which include independent living, assisted living, and certain nursing services. All costs are directly attributable to their respective functions. Expenses related to providing these services are as follows:

	<u>Total</u>	<u>Residential Services</u>	<u>Health Care Services</u>	<u>Fundraising</u>	<u>General and Administrative</u>
Expenses Incurred for the Year Ended December 31, 2023					
Were for:					
Salaries and					
Benefits	\$ 30,513,773	\$ 10,132,593	\$ 12,976,784	\$ 241,422	\$ 7,162,974
Supplies and					
Materials	3,923,757	2,640,194	1,216,396	19,948	47,219
Depreciation	8,102,005	7,083,443	644,929	692	372,941
Interest	1,510,741	-	1,483,126	-	27,615
Insurance	909,461	-	-	-	909,461
Marketing	183,626	183,626	-	-	-
Occupancy	2,694,460	2,467,491	-	600	226,369
Purchased Services	3,312,034	862,429	1,593,634	9,845	846,126
Real Estate Taxes	690,226	-	-	-	690,226
Repairs and					
Maintenance	1,247,345	1,247,345	-	-	-
Other	589,581	84,519	129,068	3,864	372,130
Total	<u>\$ 53,677,009</u>	<u>\$ 24,701,640</u>	<u>\$ 18,043,937</u>	<u>\$ 276,371</u>	<u>\$ 10,655,061</u>
	<u>Total</u>	<u>Residential Services</u>	<u>Health Care Services</u>	<u>Fundraising</u>	<u>General and Administrative</u>
Expenses Incurred for the Year Ended December 31, 2022					
Were for:					
Salaries and					
Benefits	\$ 26,664,930	\$ 9,350,199	\$ 10,372,486	\$ 231,239	\$ 6,711,006
Supplies and					
Materials	5,362,155	2,442,064	2,855,151	18,981	45,959
Depreciation	8,015,732	7,091,123	596,387	692	327,530
Interest	1,453,890	-	1,432,526	-	21,364
Insurance	825,037	-	-	-	825,037
Marketing	223,268	223,268	-	-	-
Occupancy	2,843,420	2,615,806	-	600	227,014
Purchased Services	3,539,936	1,135,126	1,608,388	9,365	787,057
Real Estate Taxes	626,538	-	-	-	626,538
Repairs and					
Maintenance	1,239,365	1,239,365	-	-	-
Other	557,539	89,216	126,637	3,911	337,775
Total	<u>\$ 51,351,810</u>	<u>\$ 24,186,167</u>	<u>\$ 16,991,575</u>	<u>\$ 264,788</u>	<u>\$ 9,909,280</u>

SUNNYSIDE PRESBYTERIAN HOME
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022

NOTE 13 RENTAL INCOME

In July 2000, the Company purchased the University Plaza Shopping Center. They currently hold several operating leases for this property. The carrying value of the leased property is \$4,938,522 and \$4,813,841 as of December 31, 2023 and 2022, respectively, less accumulated depreciation of \$2,863,194 and \$2,715,761, respectively. The leases expire on various future dates and renewals are negotiated on an ongoing basis. Current contracts have minimum future rentals are as follows:

<u>Year Ending December 31,</u>	<u>Amount</u>
2024	\$ 282,937
2025	132,844
2026	70,521
2027	55,686
2028 and Thereafter	43,133
Total	<u>\$ 585,121</u>

Rental income received for the years ended December 31, 2023 and 2022 was approximately \$290,000 and \$261,000, respectively.

NOTE 14 CONCENTRATION OF CREDIT RISK

The Company maintains its cash accounts at commercial banks. The cash balances in each bank are insured by the Federal Deposit Insurance Corporation (FDIC). At times, cash in bank may exceed FDIC insurable limits. The funds on deposit in brokerage accounts are insured by the SIPC up to \$500,000. Investments, which include government and agency securities, fixed income mutual funds, equity mutual funds, and corporate bonds, are not concentrated in any corporation or industry.

Accounts receivable consists of amounts due from patients, their insurers, or governmental agencies. The mix of receivables from patients and third-party payors for the years ended December 31 is as follows:

	<u>2023</u>	<u>2022</u>
Medicare	32 %	23 %
Medicaid	-	4
Other Third-Party Payors	27	19
Private Pay	41	54
Total Accounts Receivable	<u>100 %</u>	<u>100 %</u>

SUNNYSIDE PRESBYTERIAN HOME
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022

NOTE 15 FAIR VALUE MEASUREMENTS

Fair value measurement applies to reported balances that are required or permitted to be measured at fair value under an existing accounting standard. The Company emphasizes that fair value is a market-based measurement, not an entity-specific measurement. Therefore, a fair value measurement should be determined based on the assumptions that market participants would use in pricing the asset or liability and establishes a fair value hierarchy. The fair value hierarchy consists of three levels of inputs that may be used to measure fair value as follows:

Level 1 – Inputs that utilize quoted prices (unadjusted) in active markets for identical assets or liabilities that the Company has the ability to access.

Level 2 – Inputs that include quoted prices for similar assets and liabilities in active markets and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument. Fair values for these instruments are estimated using pricing models, quoted prices of securities with similar characteristics, or discounted cash flows.

Level 3 – Inputs that are unobservable inputs for the asset or liability, which are typically based on an entity's own assumptions, as there is little, if any, related market activity.

In instances where the determination of the fair value measurement is based on inputs from different levels of the fair value hierarchy, the level in the fair value hierarchy within which the entire fair value measurement falls is based on the lowest level input that is significant to the fair value measurement in its entirety.

The following table presents the Company's fair value hierarchy for those assets and liabilities measured at fair value on a recurring basis as of December 31, 2023:

	Level 1	Level 2	Level 3	Total
Assets Limited as to Use:				
U.S. Government and				
Corporate Obligations	\$ 3,424,535	\$ -	\$ -	\$ 3,424,535
Marketable Equity Securities	13,482,575	-	-	13,482,575
Beneficial Interest in				
Perpetual Trusts	-	-	4,675,705	4,675,705
Total	<u>\$ 16,907,110</u>	<u>\$ -</u>	<u>\$ 4,675,705</u>	<u>\$ 21,582,815</u>
Investments:				
U.S. Government and				
Corporate Obligations	\$ 9,538,572	\$ -	\$ -	\$ 9,538,572
Marketable Equity Securities	29,112,574	-	-	29,112,574
Total	<u>\$ 38,651,146</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 38,651,146</u>
Fair Value Interest Rate				
Swap Agreements	<u>\$ -</u>	<u>\$ 650,773</u>	<u>\$ -</u>	<u>\$ 650,773</u>

SUNNYSIDE PRESBYTERIAN HOME
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022

NOTE 15 FAIR VALUE MEASUREMENTS (CONTINUED)

The following table presents the Company's fair value hierarchy for those assets and liabilities measured at fair value on a recurring basis as of December 31, 2022:

	Level 1	Level 2	Level 3	Total
Assets Limited as to Use:				
U.S. Government and Corporate Obligations	\$ 3,505,781	\$ -	\$ -	\$ 3,505,781
Marketable Equity Securities	10,771,656	-	-	10,771,656
Beneficial Interest in Perpetual Trusts	-	-	4,270,569	4,270,569
Total	<u>\$ 14,277,437</u>	<u>\$ -</u>	<u>\$ 4,270,569</u>	<u>\$ 18,548,006</u>
Investments:				
U.S. Government and Corporate Obligations	\$ 10,880,023	\$ -	\$ -	\$ 10,880,023
Marketable Equity Securities	23,097,749	-	-	23,097,749
Total	<u>\$ 33,977,772</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 33,977,772</u>
Fair Value Interest Rate Swap Agreements	<u>\$ -</u>	<u>\$ 915,501</u>	<u>\$ -</u>	<u>\$ 915,501</u>

Assets Limited as to Use and Investments

Assets limited as to use are recorded at fair value on a recurring basis. Fair value measurement is based upon quoted prices, if available. If quoted prices are not available, fair values are measured using independent pricing models or other model-based valuation techniques such as the present value of future cash flows, adjusted for the security's credit rating, prepayment assumptions, and other factors such as credit loss assumptions.

Securities valued using Level 1 inputs include those traded on an active exchange, such as the New York Stock Exchange, as well as U.S. government and corporate obligations and agency mortgage-backed securities that are traded by dealers or brokers in active over-the-counter markets.

Fair values of the beneficial interest in trusts are determined based upon securities valued using Level 1 inputs assets less the present value of estimated future payments to the recipient. The present value is based upon an estimated discount rate and applicable mortality tables and, accordingly, is classified as using a Level 3 input.

**SUNNYSIDE PRESBYTERIAN HOME
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022**

NOTE 15 FAIR VALUE MEASUREMENTS (CONTINUED)

Assets Limited as to Use and Investments (Continued)

The following table provides a summary of unobservable inputs related to the Company's beneficial interest in perpetual trusts as of December 31, 2023:

Instrument	Fair Value		Principal Valuation Technique	Unobservable Inputs
	2023	2022		
Beneficial Interest In Perpetual Trust	\$ 4,675,705	\$ 4,270,569	PV of Trust Investments	Term of Distributions

There were no purchases, sales or transfers for the year ended December 31, 2023 related to the beneficial interest in perpetual trusts.

Fair Value Interest Rate Swap Agreements

Fair values for interest rate swap contracts are determined based upon good faith estimates of mid-market transactions using valuation models, such as bid-offer spreads and credit reserves and, accordingly, are classified as using Level 2 inputs.

NOTE 16 COMMITMENTS AND CONTINGENCIES

Litigation

From time-to-time, the Company is involved in legal actions arising in the ordinary course of business. No liabilities have been accrued based on these matters in the accompanying financial statements.

Compliance

The Company operates in the health care industry and may be subject to legal proceedings and claims from time-to-time that arise in the course of providing its services. The Company maintains malpractice insurance coverage on an occurrence basis, which provides coverage for claims occurring during the policy year. Management has determined that no provision is required for amounts expected to be paid under the policy's deductible limits for unasserted claims not covered by the policy and any other uninsured liability.

The health care industry is subject to numerous laws and regulations of federal, state, and local governments. These laws and regulations include, but are not necessarily limited to, matters such as licensure, accreditation, and government health care program participation requirements, reimbursement for patient services, and Medicare and Medicaid fraud and abuse.

Other

In the normal course of business, there could be various outstanding claims and contingent liabilities. No contingent liabilities are reflected in the accompanying financial statements. No such liabilities have been asserted and, therefore, no estimate of loss, if any, is determinable.

**SUNNYSIDE PRESBYTERIAN HOME
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022**

NOTE 16 COMMITMENTS AND CONTINGENCIES (CONTINUED)

Professional Liability Insurance

The Company has a group insurance agreement with other Virginia facilities for general liability, property, professional liability, and workers' compensation insurance. Under the terms of the policy, the risk for these entities is pooled and a potential liability for this coverage is actuarially determined. Premiums paid represent a portion of the potential liability, as actuarially determined for the group. The policy also provides for umbrella coverage, which functions as an extension of the primary limit. The policy is written on a claims first-made basis and has a reinsurance component with a third party. Management has not recorded any liabilities related to this policy as they are not aware of any underfunding within the pool.

**SUNNYSIDE PRESBYTERIAN HOME
BALANCE SHEET BY DIVISION
DECEMBER 31, 2023**

	Sunnyside Presbyterian Retirement Community	King's Grant Retirement Community	Summit Square	University Plaza	Corporate	Eliminations	Total
ASSETS							
CURRENT ASSETS							
Cash and Cash Equivalents	\$ 1,165,634	\$ 154,541	\$ 84,550	\$ 5,418	\$ 25,903	\$ -	\$ 1,436,046
Cash and Cash Equivalents - Resident Funds	6,071	14,847	1,524	-	-	-	22,442
Accounts Receivable	791,577	149,090	187,849	-	-	-	1,128,516
Allowance for Credit Losses	(209,307)	(58,857)	(16,640)	-	-	-	(284,804)
Other Receivables	72,673	6	-	-	30,950	-	103,629
Pledges and Gifts Receivable	-	-	-	-	200	-	200
Inventories	286,083	43,952	65,360	-	-	-	395,395
Prepaid Expenses	725,065	8,645	8,079	-	56,975	-	798,764
Due from Other Funds	43,559,081	1,575,321	-	-	5,845,399	(50,979,801)	-
Total Current Assets	46,396,877	1,887,545	330,722	5,418	5,959,427	(50,979,801)	3,600,188
ASSETS LIMITED AS TO USE							
Externally Designated by Donor Restriction	421,251	-	-	-	5,479,881	-	5,901,132
Internally Designated by Board of Trustees	2,657,942	-	-	-	13,083,167	-	15,741,109
Total Assets Limited as to Use	3,079,193	-	-	-	18,563,048	-	21,642,241
INVESTMENTS	-	13,691,680	3,940,074	-	21,644,374	-	39,276,128
PROPERTY, PLANT, AND EQUIPMENT, NET	57,086,623	12,714,273	15,555,738	2,075,329	278,851	-	87,710,814
OTHER ASSETS							
Investment in Joint Venture	-	-	-	-	531,597	-	531,597
Investment in First Choice Home Health	-	-	-	-	788,311	-	788,311
Investment in MedRehab Collective	-	-	-	-	75,000	-	75,000
Miscellaneous	-	101,510	-	-	-	-	101,510
Total Other Assets	-	101,510	-	-	1,394,908	-	1,496,418
FAIR VALUE INTEREST RATE SWAP AGREEMENTS	358,647	244,536	47,590	-	-	-	650,773
Total Assets	<u>\$ 106,921,340</u>	<u>\$ 28,639,544</u>	<u>\$ 19,874,124</u>	<u>\$ 2,080,747</u>	<u>\$ 47,840,608</u>	<u>\$ (50,979,801)</u>	<u>\$ 154,376,562</u>

SUNNYSIDE PRESBYTERIAN HOME
BALANCE SHEET BY DIVISION (CONTINUED)
DECEMBER 31, 2023

	Sunnyside Presbyterian Retirement Community	King's Grant Retirement Community	Summit Square	University Plaza	Corporate	Eliminations	Total
LIABILITIES AND NET ASSETS							
CURRENT LIABILITIES							
Current Portion of Long-Term Debt	\$ 1,241,552	\$ 344,162	\$ 394,757	\$ 184,949	\$ -	\$ -	\$ 2,165,420
Current Portion of Annuities Payable	-	-	-	-	86,275	-	86,275
Accounts Payable	1,893,334	-	-	1,835	-	-	1,895,169
Retainage Payable	102,063	-	25,417	-	-	-	127,480
Accrued Salaries and Wages	729,241	464,736	276,087	-	403,723	-	1,873,787
Other Accrued Expenses	531,433	45,308	13,262	9,047	4,855	-	603,905
Refundable Advance Fees	598,000	262,000	20,000	-	-	-	880,000
Resident Funds Payable	6,071	14,847	1,524	-	-	-	22,442
Due to Other Funds	7,498,964	5,956,355	1,259,047	3,162,716	33,102,719	(50,979,801)	-
Total Current Liabilities	12,600,658	7,087,408	1,990,094	3,358,547	33,597,572	(50,979,801)	7,654,478
ADVANCE FEES AND DEPOSITS							
Advance Fee Deposits	691,623	137,901	124,580	16,948	-	-	971,052
Deferred Revenue from Advance Fees	33,218,515	11,150,003	3,479,016	-	-	-	47,847,534
Refundable Entrance Fee Liability	2,230,664	418,887	774,518	-	-	-	3,424,069
Total Advance Fees and Deposits	36,140,802	11,706,791	4,378,114	16,948	-	-	52,242,655
LONG-TERM DEBT, LESS CURRENT PORTION	29,112,441	7,546,568	6,759,478	132,111	-	-	43,550,598
ANNUITIES PAYABLE, LESS CURRENT PORTION	-	-	-	-	288,311	-	288,311
Total Liabilities	77,853,901	26,340,767	13,127,686	3,507,606	33,885,883	(50,979,801)	103,736,042
NET ASSETS							
Without Donor Restrictions	28,646,188	2,298,777	6,746,438	(1,426,859)	8,474,844	-	44,739,388
With Donor Restrictions	421,251	-	-	-	5,479,881	-	5,901,132
Total Net Assets (Deficits)	29,067,439	2,298,777	6,746,438	(1,426,859)	13,954,725	-	50,640,520
Total Liabilities and Net Assets	\$ 106,921,340	\$ 28,639,544	\$ 19,874,124	\$ 2,080,747	\$ 47,840,608	\$ (50,979,801)	\$ 154,376,562

**SUNNYSIDE PRESBYTERIAN HOME
STATEMENT OF OPERATIONS BY DIVISION
YEAR ENDED DECEMBER 31, 2023**

	Sunnyside Presbyterian Retirement Community	King's Grant Retirement Community	Summit Square	University Plaza	Corporate	Eliminations	Total
REVENUES, GAINS, AND OTHER SUPPORT WITHOUT DONOR RESTRICTIONS							
Residential Services, Including Amortization of Deferred Revenue from							
Advance Fees of \$7,497,133	\$ 12,205,860	\$ 5,696,677	\$ 3,293,445	\$ -	\$ -	\$ -	\$ 21,195,982
Health Care Services Revenue	10,009,486	4,191,682	2,739,982	-	-	-	16,941,150
Assisted Living Revenue	5,885,528	3,358,706	3,188,362	-	-	-	12,432,596
Unrestricted Gifts and Donations	-	-	-	-	1,051,118	-	1,051,118
Investment Income	52,565	200,808	57,818	-	868,134	-	1,179,325
Fellowship Revenue	1,257,893	221,707	115,787	-	-	(1,595,387)	-
Facility Management Fee	-	-	-	-	2,595,756	(2,595,756)	-
Pharmacy Revenue	62,647	-	6,836	-	-	-	69,483
Employee Retention Credit Grant Revenue	1,420,001	756,806	500,510	-	113,700	-	2,791,017
Other	631,306	342,360	288,843	290,236	-	-	1,552,745
Total Revenue, Gains, and Other Support Without Donor Restrictions	31,525,286	14,768,746	10,191,583	290,236	4,628,708	(4,191,143)	57,213,416
EXPENSES							
Nursing Services:							
Health Care	5,320,867	2,233,020	1,522,698	-	-	-	9,076,585
Assisted Living	2,391,802	1,586,975	1,016,602	-	-	-	4,995,379
Clinical	1,332,968	317,894	343,215	-	-	-	1,994,077
Dining Services	3,066,332	1,697,071	1,217,678	-	-	-	5,981,081
Resident Services	1,593,698	992,946	770,946	-	-	-	3,357,590
Environmental Services	2,969,232	1,285,040	932,475	60,962	-	-	5,247,709
General and Administrative Services	5,302,175	2,673,077	1,729,395	56,257	3,087,332	(2,595,756)	10,252,480
Credit Loss Expense	55,155	15,102	11,543	-	-	-	81,800
Utilities	1,345,317	590,003	397,085	26,733	-	-	2,359,138
Pharmacy Services	74,805	-	-	-	-	-	74,805
Fund Raising Expenses	-	-	-	-	275,679	-	275,679
Depreciation	5,230,471	1,553,520	1,106,492	147,432	64,090	-	8,102,005
Interest Expense	987,412	255,331	240,383	27,615	-	-	1,510,741
Fellowship Expense	-	-	-	-	1,595,387	(1,595,387)	-
Other	184,304	90,030	88,127	-	5,479	-	367,940
Total Expenses	29,854,538	13,290,009	9,376,639	318,999	5,027,967	(4,191,143)	53,677,009
OPERATING INCOME (LOSS)	\$ 1,670,748	\$ 1,478,737	\$ 814,944	\$ (28,763)	\$ (399,259)	\$ -	\$ 3,536,407

Exhibit E

2023 & 2024

Proforma Statement of Revenue
and Support, Expenses and
Capital Additions

SUNNYSIDE COMMUNITIES

2024 Budget - Disclosure Statement

Table of Contents	Pages
Entrance Fees and Refund Assumptions	3
Consolidated 2024 Budget	4
Consolidated 2024 Cash Flow	5
Cap Ex 2024 Budget	6
Sunnyside 2024 Budget	7
King's Grant 2024 Budget	8
Summit Square 2024 Budget	9
Corporate Office 2024 Budget	10

SUNNYSIDE COMMUNITIES
2024 OPERATING BUDGET
(with comparisons)

Entrance Fees and Refunds Assumptions		2020	2021	2022	2023	2024	'24 Bdgt vs	
		Actual	Actual	Actual	Actual	Budget	'23 Actual	
							\$	%
Consolidated	New entrance fees	8,402,665	8,987,847	7,169,507	9,837,578	9,296,772	(540,806)	-5.5%
	Entrance fees refunded	(693,900)	(806,349)	(733,266)	(1,216,325)	(825,000)	391,325	-32.2%
	Net entrance fees	7,708,765	8,181,498	6,436,241	8,621,253	8,471,772	(149,481)	-1.7%
Sunnyside	New entrance fees	6,302,326	6,229,133	4,063,083	4,867,610	5,791,230	923,620	19.0%
	Entrance fees refunded	(367,034)	(540,701)	(313,772)	(826,498)	(500,000)	326,498	-39.5%
	Net entrance fees	5,935,292	5,688,432	3,749,311	4,041,112	5,291,230	1,250,118	30.9%
Kings Grant	New entrance fees	1,410,866	2,297,993	2,463,350	3,431,501	2,847,207	(584,294)	-17.0%
	Entrance fees refunded	(205,957)	(217,370)	(22,577)	(362,377)	(250,000)	112,377	-31.0%
	Net entrance fees	1,204,909	2,080,623	2,440,773	3,069,124	2,597,207	(471,917)	-15.4%
Summit Square	New entrance fees	689,474	460,721	643,074	1,538,467	658,335	(880,132)	-57.2%
	Entrance fees refunded	(120,909)	(48,278)	(396,917)	(27,450)	(75,000)	(47,550)	173.2%
	Net entrance fees	568,565	412,443	246,157	1,511,017	583,335	(927,682)	-61.4%

SUNNYSIDE COMMUNITIES
**Consolidated Statement of Operations Budget Comparison
(Unaudited, with comparisons)**

	2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Budget	'24 Bdgt vs 23 Actual	
						\$	%
Revenue							
Residential services	\$ 18,842,918	\$ 18,944,272	\$ 19,787,216	\$ 21,238,674	\$ 21,995,375	\$ 756,701	3.6%
Assisted living	10,396,013	11,079,779	12,267,183	12,389,925	12,501,093	111,168	0.9%
Health services	14,133,508	15,172,324	15,357,159	16,941,150	17,983,356	1,042,206	6.2%
Investment income	1,948,996	3,895,873	2,530,328	1,179,328	2,190,240	1,010,912	85.7%
Other	3,118,763	2,430,436	3,121,775	5,186,654	2,150,605	(3,036,049)	-58.5%
University Plaza revenue	258,911	262,982	261,489	290,237	295,395	5,158	1.8%
Total Revenue	\$ 48,699,109	\$ 51,785,666	\$ 53,325,150	\$ 57,225,968	\$ 57,116,064	(109,904)	-0.2%
Expenses							
Nursing services	\$ 12,843,974	\$ 13,330,622	\$ 14,951,335	\$ 16,066,076	\$ 16,491,597	\$ 425,521	2.6%
Dining services	4,552,345	4,679,847	5,564,864	5,981,088	6,172,078	190,990	3.2%
Environmental services	4,402,319	4,553,191	5,055,328	5,177,148	5,454,658	277,510	5.4%
Resident services	2,028,866	2,467,118	2,858,804	3,021,672	3,194,043	172,371	5.7%
General & administrative	9,099,974	9,195,869	9,909,229	10,623,563	11,016,488	392,925	3.7%
Fund raising	312,631	268,623	264,098	275,686	292,343	16,657	6.0%
Utilities	1,796,250	2,126,708	2,489,143	2,332,401	2,475,441	143,040	6.1%
Interest	1,503,846	1,467,080	1,414,207	1,469,558	1,343,028	(126,530)	-8.6%
Depreciation & amortization	7,419,962	7,715,169	8,055,415	8,143,193	8,296,928	153,735	1.9%
Other	732,245	764,694	807,398	599,221	512,175	(87,046)	-14.5%
Total Expenses	\$ 44,692,412	\$ 46,568,921	\$ 51,369,821	\$ 53,689,606	\$ 55,248,779	1,559,173	3.0%
Operating Income	\$ 4,006,697	\$ 5,216,745	\$ 1,955,329	\$ 3,536,362	\$ 1,867,285	(1,669,077)	-47.2%
Other Changes in Net Assets							
Unrealized gain (loss) on investments	783,663	\$ 2,124,116	\$ (8,510,772)	\$ 6,237,609	\$ -	(6,237,609)	-100.0%
Fair value change in swaps and annuities payable	2,748	(561,028)	1,704,154	(316,086)	-	316,086	N/M
Loss on extinguishment of LT debt	(97,307)	65,475	-	-	-	-	N/M
Increase(decrease) in Net Assets	\$ 4,695,801	\$ 6,845,308	\$ (4,851,289)	\$ 9,457,885	\$ 1,867,285	\$ (7,590,600)	-80.3%
Other Key Elements of Operating Income							
Uncompensated care	1,787,461	1,795,707	1,680,610	1,577,387	1,850,168	272,781	17.3%
Contributed support	720,604	445,732	836,123	1,051,120	805,000	(246,120)	-23.4%
Amortization of entrance fees	4,799,118	4,920,505	5,017,280	5,041,774	5,181,195	139,421	2.8%
Termination income	1,498,022	1,578,906	1,228,435	1,875,359	1,335,000	(540,359)	-28.8%
Total of Amort of entrance fees and term income	6,297,140	6,499,411	6,245,715	6,917,133	6,516,195	(400,938)	-5.8%
Service Revenues	39,732,369	40,944,650	43,712,984	48,078,387	47,604,629	(473,758)	-1.0%
Net Operating Margin (NOM)	3,963,765	3,557,978	1,812,785	4,001,532	1,995,806	(2,005,726)	-50.1%
NOM Ratio	10.0%	8.7%	4.1%	8.3%	4.2%		

SUNNYSIDE COMMUNITIES
**Consolidated Statement of Cash Flow Comparison
(Unaudited, with comparisons)**

	2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Budget	'24 Bdgt vs 23 Actual		
SOURCES								
Gain (Loss) from Operations	\$ 4,006,697	\$ 5,216,745	\$ 1,955,329	\$ 3,536,362	\$ 1,867,285	\$ (1,669,077)	-47.2%	
Add:								
Depreciation & amortization	7,419,962	7,715,169	8,055,415	8,143,193	8,296,928	153,735	1.9%	
New entrance fees	8,402,665	8,987,847	7,169,507	9,837,578	9,296,772	(540,806)	-5.5%	
Deduct:								
Entrance fees amortization & Termination Income	(6,297,140)	(6,499,411)	(6,245,715)	(6,917,133)	(6,516,195)	400,938	-5.8%	
Entrance fees refunded	(693,900)	(806,349)	(733,266)	(1,216,325)	(825,000)	391,325	-32.2%	
Other			(1,246,218)	442,072				
TOTAL SOURCES	\$ 12,838,284	\$ 14,614,001	\$ 8,955,052	\$ 13,825,747	\$ 12,119,791	\$ (1,705,956)	-12.3%	
USES								
Scheduled repayment of LT Debt	1,888,533	1,911,349	1,911,349	2,041,179	2,474,038	432,859	21.2%	
Additional debt paydown	-	-	-	-	-			
Free Cash Flow	\$ 10,949,751	\$ 12,702,652	\$ 7,043,703	\$ 11,784,568	\$ 9,645,753	\$ (2,138,815)	-18.1%	
New Borrowings for Cap Ex	3,323,068	5,170,690	2,956,862	349,236	-	(349,236)	-100.0%	
Capital expenditures	(8,767,119)	(8,164,493)	(8,163,867)	(11,179,190)	(13,547,873)	(2,368,683)	21.2%	
Cash Flow	\$ 5,505,699	\$ 9,708,849	\$ 1,836,698	\$ 954,614	\$ (3,902,120)	\$ (4,856,734)	-508.8%	
Cash Flow (before new borrowings)	\$ 2,182,632	\$ 4,538,159	\$ (1,120,164)	\$ 605,378	\$ (3,902,120)	\$ (4,507,498)	-744.6%	

SUNNYSIDE COMMUNITIES
2024 OPERATING BUDGET
(with comparisons)

Cap Ex Budget	2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Budget	'24 Bdgt vs '23 Actual	
						\$	%
Consolidated	8,767,119	8,164,493	8,163,867	\$ 11,179,190	\$ 13,547,873	\$ 2,368,683	20.4%
Sunnyside	5,940,505	4,536,704	4,320,428	7,216,551	8,822,579	\$ 1,606,028	25.4%
Kings Grant	1,852,509	1,693,318	2065623	1,644,447	2,326,739	\$ 682,292	24.7%
Summit Square	746,339	1,484,952	1,381,845	2,163,646	2,238,756	\$ 75,110	3.5%
University Plaza & Corp	227,766	449,519	395,971	154,546	159,800	\$ 5,254	1.6%

SUNNYSIDE Campus
Statement of Operations Budget Comparison
(Unaudited, with comparisons)

	2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Budget	'24 Bdgt vs 23 Actual	
Revenue						\$	%
Residential services	\$ 10,932,008	\$ 11,183,818	\$ 11,699,452	\$ 12,269,570	\$ 12,496,445	\$ 226,875	1.8%
Assisted living	5,620,393	5,660,345	6,025,098	5,821,830	5,909,008	87,178	1.5%
Health services	9,090,686	9,251,368	9,059,588	10,009,480	10,874,882	865,402	8.6%
Investment income	118,198	182,952	104,640	52,565	150,458	97,893	186.2%
Fellowship Provided	1,546,412	1,464,191	1,452,119	1,257,893	1,481,000	223,107	17.7%
Other	1,495,962	1,191,277	1,478,393	2,113,954	758,789	(1,355,165)	-64.1%
Total Revenue	\$ 28,803,659	\$ 28,933,951	\$ 29,819,290	\$ 31,525,292	\$ 31,670,582	145,290	0.5%
Expenses							
Nursing services	\$ 7,248,874	\$ 7,296,932	\$ 8,473,402	\$ 9,045,662	\$ 9,189,497	\$ 143,835	1.6%
Dining services	2,467,409	2,519,404	2,889,441	3,066,337	3,230,639	164,302	5.4%
Environmental services	2,430,056	2,510,308	2,759,949	2,969,236	3,220,292	251,056	8.5%
Resident services	1,090,702	1,446,258	1,618,227	1,593,696	1,630,551	36,855	2.3%
General & administrative	5,024,716	4,906,927	5,300,539	5,357,332	5,642,413	285,081	5.3%
Utilities	1,030,468	1,311,582	1,603,212	1,345,314	1,462,294	116,980	8.7%
Interest	954,161	937,423	932,945	959,589	887,989	(71,600)	-7.5%
Depreciation & amortization	4,659,729	4,883,999	5,052,033	5,258,301	5,379,738	121,437	2.3%
Pharmacy	247,016	242,089	229,183	74,803	9,012	(65,791)	-88.0%
Other	146,544	170,268	174,088	184,309	170,007	(14,302)	-7.8%
Total Expenses	\$ 25,299,675	\$ 26,225,190	\$ 29,033,019	\$ 29,854,579	\$ 30,822,432	967,853	3.2%
	88%	91%	97%	95%	97%		
Operating Income	\$ 3,503,984	\$ 2,708,761	\$ 786,271	\$ 1,670,713	\$ 848,150	(822,563)	-49.2%
HC & AL Variable Margin	\$ 7,462,205	\$ 7,614,781	\$ 6,611,284	\$ 6,785,648	\$ 7,594,394	808,746	11.9%
	50.7%	51.1%	43.8%	42.9%	45.2%		
Service Revenues	\$ 22,888,510	\$ 22,906,638	\$ 23,987,389	\$ 25,878,216	\$ 25,883,558	5,342	0.0%
Expenses	19,685,785	20,403,768	23,048,041	23,636,689	24,554,704	918,015	3.9%
Net operating Margin	\$ 3,202,725	\$ 2,502,870	\$ 939,348	\$ 2,241,527	\$ 1,328,853	(912,674)	-40.7%
NOM Ratio	14.0%	10.9%	3.9%	8.7%	5.1%		

Kings Grant Campus
Statement of Operations Budget Comparison
(Unaudited, with comparisons)

	2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Budget	'24 Bdgt vs 23 Actual	
Revenue						\$	%
Residential services	\$ 5,216,113	\$ 5,192,304	\$ 5,262,605	\$ 5,696,678	\$ 5,893,762	\$ 197,084	3.5%
Assisted living	2,760,251	2,937,575	3,256,653	3,358,705	3,393,580	34,875	1.0%
Health services	3,056,163	3,647,059	3,757,037	4,191,686	4,322,347	130,661	3.1%
Investment income	218,131	851,780	501,858	200,808	389,114	188,306	93.8%
Fellowship Provided	86,390	208,870	124,424	221,707	256,584	34,877	15.7%
Other	484,725	421,751	366,516	1,099,170	402,114	(697,056)	-63.4%
Total Revenue	\$ 11,821,773	\$ 13,259,339	\$ 13,269,093	\$ 14,768,754	\$ 14,657,502	\$ (111,252)	-0.8%
Expenses							
Nursing services	\$ 3,392,906	\$ 3,610,951	\$ 3,864,810	\$ 4,137,897	\$ 4,313,521	\$ 175,624	4.2%
Dining services	1,191,994	1,262,878	1,522,385	1,697,073	1,690,478	(6,595)	-0.4%
Environmental services	1,120,354	1,185,548	1,328,318	1,275,428	1,328,134	52,706	4.1%
Resident services	691,857	751,043	925,598	992,954	958,018	(34,936)	-3.5%
General & administrative	2,257,799	2,311,851	2,295,096	2,697,785	2,877,650	179,865	6.7%
Utilities	436,653	518,911	557,312	590,001	598,397	8,396	1.4%
Interest	272,788	272,927	247,343	247,430	222,391	(25,039)	-10.1%
Depreciation & amortization	1,680,663	1,718,744	1,787,890	1,561,420	1,549,486	(11,934)	-0.8%
Other	72,166	75,968	76,228	90,030	90,277	247	0.3%
Total Expenses	\$ 11,117,180	\$ 11,708,821	\$ 12,604,980	\$ 13,290,018	\$ 13,628,353	\$ 338,335	2.5%
Operating Income	\$ 704,593	\$ 1,550,518	\$ 664,113	\$ 1,478,736	\$ 1,029,149	\$ (449,587)	-30.4%
HC & AL Variable Margin	\$ 2,423,508 41.7%	\$ 2,973,683 45.2%	\$ 3,148,880 44.9%	\$ 3,412,494 45.2%	\$ 3,402,406 44.1%	\$ (10,088)	0.3%
Service Revenues	\$ 9,986,962	\$ 10,505,388	\$ 11,190,593	\$ 12,406,070	\$ 12,180,993	\$ (225,077)	1.8%
Expenses	9,163,729	9,717,150	10,569,747	11,481,168	11,856,476	375,308	3.3%
Net operating Margin	<u>\$ 823,233</u>	<u>\$ 788,238</u>	<u>\$ 620,846</u>	<u>\$ 924,902</u>	<u>\$ 324,518</u>	<u>\$ (600,384)</u>	<u>64.9%</u>
NOM Ratio	8.2%	7.5%	5.5%	7.5%	2.7%		

Summit Square Campus
Statement of Operations Budget Comparison
(Unaudited, with comparisons)

	2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Budget	'24 Bdgt vs 23 Actual	
Revenue						\$	%
Residential services	\$ 2,694,797	\$ 2,568,150	\$ 2,825,159	\$ 3,272,426	\$ 3,605,167	\$ 332,741	10.2%
Assisted living	2,015,369	2,481,859	2,985,432	3,209,390	3,198,505	(10,885)	-0.3%
Health services	1,986,659	2,273,897	2,540,534	2,739,984	2,786,127	46,143	1.7%
Investment income	76,673	244,983	144,404	57,820	150,976	93,156	161.1%
Fellowship Provided	136,659	104,646	86,067	97,787	94,584	(3,203)	-3.3%
Other	417,734	364,630	407,432	814,189	184,702	(629,487)	-77.3%
Total Revenue	\$ 7,327,891	\$ 8,038,165	\$ 8,989,028	\$ 10,191,596	\$ 10,020,061	\$ (171,535)	-1.7%
Expenses							
Nursing services	\$ 2,202,194	\$ 2,422,739	\$ 2,613,123	\$ 2,882,517	\$ 2,988,579	\$ 106,062	3.7%
Dining services	892,942	897,565	1,153,038	1,217,678	1,250,961	33,283	2.7%
Environmental services	851,909	857,335	967,061	932,484	1,024,865	92,381	9.9%
Resident services	246,307	269,817	314,979	435,022	486,841	51,819	11.9%
General & administrative	1,743,101	1,768,053	1,948,060	2,076,868	2,119,051	42,183	2.0%
Utilities	329,129	296,215	328,619	397,086	414,750	17,664	4.4%
Interest	197,823	190,422	212,556	234,924	217,300	(17,624)	-7.5%
Depreciation & amortization	908,551	945,594	1,033,509	1,111,950	1,166,197	54,247	4.9%
Other	143,481	137,974	181,156	88,128	75,959	(12,169)	-13.8%
Total Expenses	\$ 7,515,437	\$ 7,785,714	\$ 8,752,101	\$ 9,376,657	\$ 9,744,504	367,847	3.9%
Operating Income	\$ (187,546)	\$ 252,451	\$ 236,927	\$ 814,939	\$ 275,557	(539,382)	-66.2%
HC & AL Variable Margin	\$ 1,799,834 45.0%	\$ 2,333,017 49.1%	\$ 2,912,843 52.7%	\$ 3,066,857 51.5%	\$ 2,996,052 50.1%	(70,805)	-2.3%
Service Revenues	\$ 6,598,248	\$ 7,262,596	\$ 8,240,202	\$ 9,395,643	\$ 9,244,683	(150,960)	-1.6%
Expenses	6,409,063	6,649,698	7,506,036	8,029,783	8,361,006	331,223	4.1%
Net operating Margin	\$ 189,185	\$ 612,898	\$ 734,166	\$ 1,365,860	\$ 883,677	\$ (482,183)	-35.3%
NOM Ratio	2.9%	8.4%	8.9%	14.5%	9.6%		

SUNNYSIDE Corporate
Statement of Operations Budget Comparison
(Unaudited, with comparisons)

	2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Budget	'24 Bdgt vs 23 Actual	
Revenue						\$	%
Contributed support	\$ 720,604	\$ 445,732	\$ 836,123	\$ 1,051,120	\$ 805,000	\$ (246,120)	-23.4%
Facility management Fees	2,538,756	2,647,850	2,583,864	2,595,756	2,787,255	191,499	7.4%
Investment income	1,535,994	2,616,158	1,779,426	868,135	1,499,692	631,557	72.7%
Other revenue	-	7,046	33,311	108,221	-	(108,221)	-100.0%
University Plaza revenue	258,649	262,982	261,489	290,237	295,395	5,158	1.8%
Total Revenue	\$ 5,054,003	\$ 5,979,768	\$ 5,494,213	\$ 4,913,469	\$ 5,387,342	\$ 473,873	9.6%
Expenses							
Fund raising expenses	\$ 312,631	\$ 268,623	\$ 264,098	\$ 275,686	\$ 292,343	16,657	6.0%
General & administrative	2,613,114	2,856,888	2,949,398	3,087,334	3,164,629	77,295	2.5%
Fellowships provided	1,769,461	1,777,707	1,662,610	1,577,387	1,832,168	254,781	16.2%
University Plaza op ex	105,038	120,395	128,743	143,951	148,919	4,968	3.5%
Depreciation & amortization	171,019	166,832	181,983	211,522	201,508	(10,014)	-4.7%
Interest	79,074	66,308	21,363	27,615	15,347	(12,268)	-44.4%
Other interfund transfers	18,000	18,000	18,000	18,000	18,000	-	0.0%
Total Expenses	\$ 5,068,337	\$ 5,274,753	\$ 5,226,195	\$ 5,341,495	\$ 5,672,913	\$ 331,418	6.2%
Operating Income (Loss)	\$ (14,334)	\$ 705,015	\$ 268,018	\$ (428,026)	\$ (285,571)	\$ 142,455	-33.3%

Exhibit F

Sunnyside Communities Debt Covenants

As Agreed to in the Guaranty
and Credit Agreement with
BB&T Bank – June 2013

1. Debt Service Coverage Ratio
2. Debt to Capitalization Ratio
3. Unrestricted Days Cash on Hand

EXHIBIT F

SUNNYSIDE COMMUNITIES DEBT COVENANTS - Fiscal Year 2024

**As agreed to in the Master Trust Indenture dated as of August 1, 2013,
as supplemented by the Eight Supplemental Indebture, dated as of
January 1, 2020**

1. Debt Service Coverage Ratio
2. Debt to Capitalization Ratio
3. Unrestricted Days Cash on Hand

SUNNYSIDE PRESBYTERIAN HOME

Financial Covenants Consolidated entities (includes Sunnyside, Kings Grant, Summit Square)

		Year End 2020 Actual 1.20	Year End 2021 Actual 1.20	Year End 2022 Actual 1.20	Year End 2023 Actual 1.20	Year End 2024 Budget 1.20
DEBT SERVICE COVERAGE RATIO (i) Covenant						
Net Gain (Loss) from operations	\$	4,017,541	\$ 5,216,745	\$ 1,958,864	\$ 3,536,362	\$ 1,867,285
Add (subtract):						
Interest expense		1,503,847	1,467,080	1,414,209	\$ 1,469,558	1,343,028
Depreciation and amortization		7,414,961	7,715,169	8,053,616	\$ 8,143,193	8,296,928
Entrance Fee Amortization		(6,297,140)	(6,499,411)	(6,245,715)	\$ (6,917,133)	(6,516,195)
Net Entrance Fees Received		7,708,765	8,180,498	6,436,241	\$ 8,621,253	8,471,772
Net Revenue Available for Debt Service	\$	14,347,974	\$ 16,080,081	\$ 11,617,215	\$ 14,853,233	13,462,818
Maximum Annual Debt Service	\$	3,764,845	\$ 3,764,845	\$ 3,764,845	\$ 3,764,845	\$ 3,764,845
Debt Service Coverage Ratio Actual		3.81	4.27	3.09	3.95	3.58

SUNNYSIDE PRESBYTERIAN HOME**Financial Covenants Consolidated entities (includes Sunnyside, Kings Grant, Summit Square)****Reporting Purposes Only**

DEBT TO CAPITALIZATION RATIO	Year End 2019	Year End 2020	Year End 2021	Year End 2022	Year End 2023
Annual Year End Measurement Not to Exceed .60	Actual	Actual	Actual	Actual	Actual
Long Term Debt	\$ 44,635,651	\$ 53,337,093	\$ 51,088,816	\$ 48,764,466	\$ 46,405,488
LT Debt+Unrestricted Net Assets+Def Rev Ent Fees	<u>\$ 121,091,832</u>	<u>\$ 134,547,134</u>	<u>\$ 143,742,957</u>	<u>\$ 134,750,864</u>	<u>\$ 143,417,527</u>
Debt to Capitalization Ratio Actual	36.9%	39.6%	35.5%	36.2%	32.4%

SUNNYSIDE PRESBYTERIAN HOME

Financial Covenants Consolidated entities (includes Sunnyside, Kings Grant, Summit Square)

UNRESTRICTED DAYS CASH ON HAND		Year End	Year End	Year End	Year End
		2020	2021	2022	2023
Annual Year End Measurement Minimum 150 Days					
Total Expenses	\$	44,692,412	\$ 46,568,921	\$ 51,368,118	\$ 53,689,606
Depreciation		(7,419,962)	(7,715,169)	(8,053,616)	(8,143,193)
Operating Expenses (excluding depreciation)	\$	37,272,450	\$ 38,853,752	\$ 43,314,502	\$ 45,546,413
Daily Expense (one "day" cash)	\$	102,116	\$ 106,449	\$ 118,670	\$ 124,785
Days Cash on Hand Actual		439	525	420	453
Cash	\$	2,012,921	\$ 3,214,320	\$ 1,661,427	\$ 1,458,488
Investments		42,850,863	52,624,910	48,237,946	55,082,619
Total Cash On Hand Available for Calculation	\$	44,863,784	\$ 55,839,230	\$ 49,899,373	\$ 56,541,107

Exhibit G

Resident Reservation Agreement and Admissions Policies/Guidelines

SUNNYSIDE COMMUNITIES
(Sunnyside, King's Grant, and Summit Square)
RESIDENT RESERVATION AGREEMENT

INTRODUCTION

THIS RESERVATION AGREEMENT is made this ____ day of _____, 20____, by and between SUNNYSIDE PRESBYTERIAN HOME, a not-for-profit corporation organized and incorporated under the laws of the Commonwealth of Virginia (the "Corporation") and _____ ("Resident," if two persons, they are referred to herein, sometimes jointly, sometimes severally, as the "Resident," and the obligations of two such persons shall be joint and several).

AGREEMENTS

I. Reservation Fee. Resident agrees to pay the Corporation a non-refundable reservation fee of \$_____ (which equals the first month's fee) for the reservation of Unit #_____, at _____ Community, for the term of 30 days. The parties agree that the payment of this fee will reserve the Unit for a period of 30 days and will be applied to the first month of occupancy if the Resident occupies the Unit within 30 days of the execution of this Agreement. The Corporation cannot hold the Unit for a period greater than 30 days without renewal of this Agreement by payment of another 30 days' fee by the Resident 10 days in advance of the expiration of this Agreement. The term of this Agreement may be extended for 30-day intervals; however, either party may terminate this Agreement with 10 days' notice.

II. Serious Deterioration of Health. In the unlikely event that the Corporation determines that the health of the Resident (or either of them, in the case of a couple) has deteriorated to such an extent that he/she (or either of them in the case of a couple) is precluded through illness, injury or incapacity from moving into the selected unit, the Corporation may terminate this Agreement at any time prior to the Date of Occupancy

III. Miscellaneous. The Resident's rights under this Agreement may not be transferred to any other person. This Agreement constitutes the entire Agreement between the Resident and the Corporation, and no waiver or modification hereof shall be valid unless made in writing and executed by the Resident and the Corporation. This Agreement, including its validity, the capacity of the parties hereto, its form, interpretation of its language, and any questions concerning its performance and discharge, shall be governed by and construed in accordance with the laws and judicial decisions of the Commonwealth of Virginia.

SIGNATURES

_____ (Resident)

_____ (Resident)

SUNNYSIDE PRESBYTERIAN HOME

BY: _____

MARKETING/ADMISSIONS

Admission Process

Mar. 1994 / June 2002

AD.002

POLICY:

The admission process will be carried out efficiently and in a timely manner to ensure that all associated staff are prepared for the new admission and the trauma of moving is lessened for the resident.

PROCEDURE:

1. Review application on file and update all information including a financial update. Send the Vice President – Administration a copy of all-financial applications and updates.
2. A physician's examination is required within 30 days of admission. A completed Medical Certificate is required and returned to the office of the Marketing Assistant prior to setting an admission date.
3. If necessary, the clinic coordinator should be consulted to review medical certificate for areas of concern or issues that may preclude admission to Sunnyside.
4. A final interview is desirable but not required. The objective of this interview is to assess the resident's ability to live successfully as a resident of Sunnyside and evaluate medical or mental impairments that would impact negatively on their living successfully at Sunnyside.
5. Move-in date scheduled after review of application and medical certificate.
6. Unit inspected and any necessary repairs or cleaning are reported to the appropriate department head 48-hours prior to move-in.
7. Initial orientation of emergency procedures and review handbook.
8. Keys issued.

ADMISSIONS

Admission Criteria for Assisted Living

Aug. 1997 / Sept. 2005

AD.012

POLICY:

The criteria for admission to the lifestyle option listed below must be met as a prerequisite for acceptance into the Sunnyside Community. This ensures that new residents enter at the most appropriate level of care that will best meet their needs.

NOTE: Criteria for admission to the Health Care Center are listed in Social Services Policy SS.001.)

PROCEDURE:

Individuals seeking entry into the lifestyle listed below must meet the following criteria for admission:

Living Criteria for: Assisted Living

Prospective Residents to the Assisted Living Unit must:

1. Be at least 62 years of age.
2. Have a Medical Certificate completed by a physician within 30 days of admission.
3. Have a chest x-ray or PPD completed within 30 days of admission stating free of TB.
4. Have a need for, or exhibit one (1) or more of the following:
 - a. Requires 24 hour nursing supervision.
 - b. Exhibits mild confusion and/or wandering.
 - c. Judgment impairment, which may endanger self or others.
 - d. Abusive, aggressive, or disruptive behavior.
 - e. Requires IV therapy for 48 hours or less.
 - f. Requires assistance with two (2) or more of the following ADL's (Activities for Daily Living):
 - 1) Bathing

- 2) Dressing
 - 3) Toileting
 - 4) Transferring
 - 5) Eating/Feeding
 - 6) Bowel or Bladder Incontinence
 - g. Require assistance with Medication Administration.
- 5. Free of drug, tobacco, or alcohol dependence.
 - 6. Be able to exit the building with the aid of physical device and/or single verbal command.
 - 7. Not meet criteria for Medicaid facility level of care as defined in the State Plan for Medical Assistance.

ADMISSIONS

Admission Criteria for Assisted Living - "Terrace"

Aug. 1997 / Sept. 2005

AD.013

POLICY:

The criteria for admission to the lifestyle option listed below must be met as a prerequisite for acceptance into the Sunnyside Community. This ensures that residents enter at the most appropriate level of care that will best meet their needs.

NOTE: Criteria for admission to the Health Care Center are listed in Social Services Policy SS.001.)

PROCEDURE:

Individuals seeking entry into the lifestyle listed below must meet the following criteria for admission:

Living Criteria for: Assisted Living - "Terrace"

Prospective Residents to the Assisted Living - "Terrace" Unit must:

1. Be at least 62 years of age.
2. Have a diagnosis of Alzheimer's disease or related dementia.
3. Have a physician's order for Assisted Living status, "Terrace" unit and physician assessment of serious cognitive impairment.
4. Have approval for placement in special care unit by POA.
5. Be free of drug, tobacco, or alcohol dependence.
6. Be capable of evacuating the building with only minimal assistance.
7. Meet the following criteria for dementia specific care:
 - a. Is confused (i.e., disoriented to person, place, or time) and requires 24 hour direction and/or supervision.
 - b. Can participate in the therapeutic milieu.

- c. Wanders.
- d. Ambulates independently or with minimal assistance.
- e. Altered sleep and wake cycle.
- f. Requires minimal to moderate supervision of assistance with bathing or dressing.
 - Minimal:** Requires supervision or assistance with clothes selections.
 - Moderate:** Requires direct assistance of one (1) caregiver.
- g. Requires minimal assistance at mealtimes. Assistance may include giving directions, supervising, or cutting meat.
- h. Is not frequently (three (3) or more times per week) violent or abusive and accepts staff redirection or supervision to control behavior.
- i. May be incontinent (urine or stool) but easily managed by one (1) staff member.



DEPARTMENT: HEALTH CARE

SUBJECT: ADMISSION OF RESIDENTS - HEALTH CARE

ISSUED / REVISED: 02/09

APPROVED:

POLICY:

Information will be obtained during the admission process, which enables staff to meet the resident's physical, emotional and mental and spiritual needs.

PROCEDURE:

1. A licensed nurse will complete an Admission Nurses notes and Assessment form and place on chart under "Admission". (Medicare assessment form if Skilled)
 - A. Familiarize resident with room, bed, bathroom & call bell
 - B. Together with Housekeeping Supervisory Staff, assist resident in arranging belongings in the room.
 - 1) If laundry services are desired--**LABEL ALL CLOTHING**. If not, place a sign on the closet door.
 - 2) If television is brought--**COMPLETE A MAINTAINCE REQUEST** for cable service.
 - a) If they want their own television brought from another location within the facility, complete a Maintenance Request.
 - b) If resident wants television but doesn't own one, contact Housekeeping Supervisory regarding rental.
 - 3) **ATTACH RESIDENT NAME LABEL** to all pictures, televisions, walkers, personal furniture items, clocks, etc. for easy identification.
 - 4) All personal electrical appliances and equipment will be checked by Buildings & Grounds Staff for safety. A Maintenance Request must be completed on admission.
2. Social Services Coordinator will meet with the resident and/or POA to determine telephone needs.

3. An "initial Careplan" must be completed **within 24 hours of admission** and placed on the chart under the "**CAREPLAN**" tab.
4. Notify the Dining Services Department regarding diet orders by telephone. Also complete and send a written diet slip.
5. Braden Scale must be completed **on admission** and placed on the chart under "Careplan" section.
6. Bladder and Bowel Assessment will be initiated on day of admission to monitor 3 days.
7. Other assessments completed upon admission:
 - A. Admission nurses assessment
 - B. Complete inventory of personal possessions
 - C. Fall assessment
 - D. Elopement risk assessment
 - E. Pain evaluation
 - F. Side rail assessment
8. Notify the Unit Secretary to complete the following:
 - A. Name tag for room
 - B. Identification bracelet, including **DNR** or **CPR**
 - C. Take resident's photograph
 - D. Mark dentures & eyeglasses if present (providing resident is agreeable)
9. A Status Change will be sent via E-Mail to the Status Change Group by the management staff.
10. Pharmacy will print a new "MAR" and Physician's Order sheet if admission comes during regular pharmacy hours. If an admission occurs during the evening hours or on weekends, nurse will complete "MAR" and orders by handwriting the current medications and treatments.
11. All medications/prescriptions that arrive with resident must be sent to Sunnyside's pharmacy, returned home, or given to family or significant other.

12. A complete list of current and previous diagnoses will be compiled for nurses and C.N.A.'s.

Exhibit H

Resident Grievance Procedure



RESIDENT GRIEVANCE PROCEDURE

Dear _____:

(Please print or type Resident's name.)

Although we work hard to provide care and to meet your needs, we recognize that there may at times be disagreements with policy or you may feel your rights as a resident have been infringed upon. In such cases, you are encouraged to voice your concern in the following manner:

1. If the complaint is a simple and legitimate one that is within a staff member's ability to resolve, share the concern with staff, and your complaint will be resolved as quickly as circumstances allow. If the staff member cannot resolve your problem, he/she will advise you of further steps to be taken to have your concern addressed.
2. You may share your concern with the Executive Director, who will discuss your grievance openly with you and try to resolve the problem.
3. If your grievance is still unresolved to your satisfaction, it should be put in writing (by you or with the assistance of a staff person) and presented to the Executive Director to be presented to the Management Staff at the next weekly meeting.
4. If, after taking the foregoing action, you still feel your concerns have not been sufficiently addressed by Management, you may contact the following agencies regarding your grievance:

➤ **RESIDENTS LIVING IN AN ASSISTED LIVING FACILITY SHOULD CONTACT:**

- | | |
|---|---|
| <p>(a) Virginia Dept. of Social Services
 Contact: Robin Ely
 57 Beam Lane, Suite 102
 Fishersville, Virginia 22939
 (p) 540.332.2330
 (f) 540.332.7748</p> | <p>(b) VA Association of Area Agencies on Aging
 State LTC Ombudsman
 24 East Cary Street, Suite 100
 Richmond, Virginia 23219
 (p) 804.565.1600 or 800.552.3402</p> |
| <p>(c) Adult Protectives
 1.888.832.3858</p> | <p>(d) Valley Program for Aging Services
 1.866.816.9020</p> |

Sunnyside and Summit Square residents call:
Valley Licensing Office – 540.332.2330

➤ **RESIDENTS LIVING IN A NURSING FACILITY SHOULD CONTACT:**

- | | |
|---|--|
| <p>(a) Virginia Department of Health
 Office of Licensure and Certification
 9960 Mayland Drive, Suite 401
 Richmond, Virginia 23233
 (p) 800.546.7545</p> | <p>(b) Valley Program on Aging Services
 Local Ombudsman
 John Brownlee
 P.O. Box 817
 325 Pine Avenue
 Waynesboro, Virginia 22980
 Email: john@vpas.info
 (p) 540.949.7141 or 800.868.8727
 (c) 540.471.9244
 (f) 540.949.7143
 www.vpas.info</p> |
|---|--|

I have reviewed and understand the Resident Grievance Procedure received on this date.

Signed: _____

Date: _____

Exhibit I

Financial Summary

Sunnyside Presbyterian Home
Sunnyside Campus
December 31, 2023
Unaudited

	Current Year	Prior Year	Increase (decrease)	% Change
Total Assets	\$ 106,921,340	\$ 105,827,632	1,093,708	1%
Total Liabilities	77,853,901	78,534,587	(680,686)	-1%
Total Net Assets	29,067,439	27,293,045	1,774,394	7%
Total Revenues	31,525,286	29,819,290	1,705,996	6%
Total Expenses	29,854,538	29,033,008	821,530	3%
Operating Income	1,670,748	786,282	884,466	112%
Operating Income Margin	5.3%	2.6%		
Net Income	\$ 1,798,096	\$ 1,356,898	441,198	33%
Fellowship support (included in revenue above)	\$ 1,257,893	\$ 1,452,119	194,226	15%

Narrative on financial condition:

Net assets increased \$1.8 million, \$1.7 million of which was from the results of operations and the balance from unrealized gain from investments. Operating income grew significantly from the prior year, both as total dollars and as a percent of revenue. \$679k of the revenue growth was from government programs included in the Other revenue line (current year receiving funds from Employee Retention Credits and in the prior year, we recognized the balance of funds from the Cares Act). Expenses showed modest growth aided by a decrease in utility expenses from milder weather and reduced pricing and by a decrease in nursing expense from better labor efficiency. These factors were more than offset by the insourcing of our therapy operation (\$980k in expense but accretive to operating income) and other normal expense increases. Solid cash flow allowed us to invest \$7.2 million in capital expenditures driven by an apartment building expansion project of an older apartment building.

Occupancy Information	Capacity of Units	Average Occupancy	Percentage Occupancy
Independent living	262	249	95%
Assisted Living and Memory Care	76	64	84%
Healthcare	77	69	90%

**Sunnyside Presbyterian Home
Sunnyside Campus
December 31, 2023**

	Current Year	Budget	Favorable (Unfavorable)
Total Revenues	31,525,286	30,506,935	1,018,351
Total Expenses	29,854,538	29,472,455	(382,083)
Operating Income	1,670,748	1,034,480	636,268
<i>Operating Income Margin</i>	5.3%	3.4%	
 Fellowship support (included in revenue above)	 \$ 1,257,893	 \$ 1,619,208	 361,315

Narrative on financial condition:

Revenue was favorable \$1 million (3%) but the employee retention credit (ERC) (noted in the comparison to prior year) was \$1.3 million. Revenue from our core services was unfavorable \$436k related primarily to a decline in AL census throughout the year which bottomed out in January 2024 and has since rebounded. Expenses were unfavorable 1%. This is largely due to nursing expense and therapy expenses. Nursing expenses improved in relation to the prior year but were still unfavorable to budget as were therapy expenses. Another key factor pressing down on the Sunnyside operating results was \$0.3 million of additional charges for employee medical expense related to high cost medical claims. Operating income was favorable in total and as a percent of revenue due to the factors noted above.

Sunnyside Campus Occupancy Trend

		2019	2020	2021	2022	2023
IL	Available	271	269	270	267	263
	Average Occupancy	249	248	244	250	249
	Average Occupancy %	92%	92%	91%	93%	95%
	YoY Change		0%	-2%	3%	1%
AL & MC	Available	76	76	76	76	76
	Average Occupancy	76.1	75.2	72.6	71.8	66.5
	Average Occupancy %	100%	99%	96%	94%	88%
			-1%	-3%	-1%	-7%
Healthcare	Available	84	84	77	77	77
	Average Occupancy	76.1	70.8	72.4	68.7	69.1
	Average Occupancy %	91%	84%	94%	89%	90%
			-6%	10%	-5%	1%
			(2)	(3)	(4)	(1)

(1) Low internal moves and few direct admits.

(2) Very few direct admits due to the pandemic.

(3) Increase is primarily from reduction of rooms that are available which related to conversion of semi-private rooms to private rooms.

(4) Decrease in direct skilled admits from the local hospital.