Friends LifeCare®

Your Life • Your Independence • Your Home

CONTINUING CARE AGREEMENT
BETWEEN
FRIENDS LIFE CARE
AND

_____

Consisting of the following parts:

Agreement

General Conditions

Definition of Terms

As stated in Paragraph 8 of the Agreement, all of these parts are understood to represent one document.

Friends Life Care
July 2023

FRIENDS LIFE CARE AGREEMENT

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TERMS

AGREEMENT

FRIENDS LIFE CARE AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), effective _____, between FRIENDS LIFE CARE, a Pennsylvania non-profit corporation with an office at 460 Norristown Road, Suite 300, Blue Bell, PA 19422 ("Friends"), and

_____ ("Member") who presently resides at

_____ (the "Home Site").

TERMS

1. Services

Friends will make available to Member and cover 100% of the Member's eligible out-of-pocket costs for the covered Services described in this Agreement and in the General Conditions on the terms and conditions set forth. This coverage will be made available in a manner consistent with the objective of enabling Member to maintain Member's own living arrangement at the Home Site for as long as is safe and practical.

No change in the Scope of Services shall be effective until Member shall have received not less than thirty days advance written notice of such changes, unless such change is required by federal, state, or local programs, or by law.

Member agrees to accept and pay for the Services in the manner set forth in this Agreement.

2. Benefit Selection

Member has elected the following benefit	Member #1	Member #2
A. Plan Selection: Home Care Life Care		
B. Maximum Lifetime Benefit: 1 year 3 years 5 years 2 years 4 years 7 years		
C. Maximum Daily Benefit: $75 $125 $175 $225 $100 $150 $200 $250		
D. Private Pay Option: 30 90 150 60 120 180 365 days		
E. Cost of Living Adjustment: None 3% Simple 5% Simple		
F. Shared Care Benefit: Yes No		

If Member selects the Shared Care Benefit, both Members must make identical benefit selections.

Member shall pay to Friends an Annual Fee of $ _____ for membership in the Plan upon Member's signing of this Agreement. **Twenty percent (20%) of the Annual Fee paid during the first five years of this Agreement is allocated to the Entry Fee.**

3. Date for Commencement of Membership

The Commencement Date will be the effective date of this Agreement.

4. Annual Fee

Friends will provide Member with a Billing Statement on an annual basis which will include the advance payment of the Annual Fee. Payment of the Annual Fee is due by the tenth day of the following month.

Friends reserves the right to adjust the amount of the Annual Fee as necessary to reflect changes in the costs to Friends of providing the Services but in no case will the Annual Fee be adjusted before the fifth anniversary of this Agreement. Friends may adjust the amount of the Annual Fee on a uniform basis for all Members enrolled in the specific Plan.

No change in the Annual Fee shall be effective until Member shall have received not less than thirty days advance written notice of such changes, unless such change is required by federal, state, or local law or regulations.

5. Income and Assets to Cover Costs

Member represents and warrants that Member has sufficient income and assets to cover the costs needed for membership in Friends as outlined in Paragraph 2 of this Agreement and in Section IV excluding subsection IV.G. 3 of the General Conditions.

6. Termination During Rescind Period

Member may terminate this Agreement at any time during the Rescind Period by giving written notice to Friends. In such event, all monies paid to Friends, will be refunded to Member, without interest, within thirty days after the end of the Rescind Period. Other termination provisions are covered in Section V of the General Conditions.

7. Termination by Death After Member's Signing of Agreement

Upon the death of Member that portion of the Annual Fee that is allocated to the Entry Fee shall be considered earned and shall become the property of Friends. That portion of the Annual Fee that is not allocated to the Entry Fee shall be refunded on a pro-rated basis.

8. **Documents Made a Part of this Agreement**

The a) Admissions Documents; b) General Conditions; c) Definitions of Terms; and d) the current Disclosure Statement are incorporated by reference and made a part of this Agreement. Acknowledging that Friends will rely on Member's statements made in this Agreement, Member represents and warrants that such statements are true and complete, to the best of Member's knowledge or information and belief.

9. **Average Annual Cost**

As of the date of this Agreement, the average annual cost to Friends of providing the Services is estimated by Friends to be $_____ for each Member. Friends is required to provide this information by the Act.

10. **Right to Receive Financial Information**

Friends will provide Member annually with a copy of Friends then current Disclosure Statement, including Friends then current certified financial statements.

11. **Right to Organize**

Members have the right of self-organization. Representatives of Friends will meet with Members at least quarterly to discuss financial and other matters related to the Plan. Members are entitled to at least seven days prior written notice of any such meeting.

12. **Misstatement of Age**

If Member's age has been misstated in connection with Member's application for admission to the Plan, Member agrees to pay Friends the difference, if any, between the amount of the Annual Fee paid by Member and the amount of the Annual Fee applicable to Member's true age at the time of Member's acceptance into the Plan.

13. **Payment of Medical and Health Care Costs**

Member shall be responsible to pay for all long term services not expressly covered by this Agreement as set forth in the General Conditions. Member will not be liable to a health care provider for services expressly covered by this Agreement as set for in the General Conditions. In the event that a health care provider seeks payment from a Member for services which Friends agreed to furnish in consideration of the Member's payment of the Entry fee and/or Annual fee, Friends will assume liability for payment of the health care services rendered.

14. **Pre-Existing Conditions**

Member represents and warrants that all Pre-Existing Conditions that are known to Member as of the effective date of this Agreement have been disclosed to Friends. In the

event that a Pre-Existing Condition has not been reported, Friends reserves the right to terminate this Agreement retroactively to the Agreement date as if no such Agreement existed.

15. Sole Responsibility

All obligations assumed by Friends in this Agreement are solely the responsibility of Friends Life Care. No obligations have been assumed hereby by Philadelphia Yearly Meeting of the Religious Society of Friends.

16. Notices

Notices, when required by the terms of this Agreement, shall be given in writing by mail to Friends at its office and to Member at the Home Site, until such time as Member may designate a different address.

17. Binding Effect and Assignability

This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns, and may not be assigned by Member. Friends may assign some or all of its rights and obligations under this Agreement, e.g.: a) in case of a Member who chooses to use Non-Plan Participating Providers outside the Designated Service Area if Friends concludes that it is appropriate to do so; or b) where Friends' ability to arrange and oversee care may be affected by federal, state or local law or regulations.

18. Severability

If any provision of this Agreement shall be determined to be invalid by a court of competent jurisdiction, then only that provision shall be stricken from this Agreement and in all other respects this Agreement shall be valid and continue in full force and effect.

19. Non-Waiver

The failure of either party to exercise any right under this Agreement shall not constitute a waiver thereof, nor shall it preclude such party from seeking enforcement of any right under this Agreement. No act, agreement or statement of any Member, or individual purchasing services for a Member under this Agreement, shall constitute a valid waiver of any provision of Act 82 of 1984 intended for the benefit or protection of a continuing care Member or individual purchasing care for the Member.

20. Governing Law

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and the venue for any dispute arising under this Agreement shall be in Montgomery County, Pennsylvania.

21. **Amendment of Agreement**

This Agreement may be modified or amended only by a written agreement signed by both parties.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date written below.

I/We have read and understand this Continuing Care Agreement, including the attached General Conditions and Definition of Terms.

FRIENDS LIFE CARE

By: _____

Title: _____

WITNESS: MEMBER:

_____ _____

WITNESS: MEMBER:

_____ _____

_____

DATE

FRIENDS LIFE CARE
GENERAL CONDITIONS
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GENERAL CONDITIONS

These General Conditions are the General Conditions referred to in and incorporated by the Agreement between Friends Life Care ("We") and Member ("You").

The first person plural "we" includes "us" and "ours" and the second person "you" includes "your" and "yours".

I. SERVICES

We will provide you with the following Services with the objective of providing you with continuing care. These are the only Services that we provide.

Unless otherwise noted, Services will be provided either directly by us or by a Plan Participating Provider, subject to applicable limitations. You may, under certain conditions, opt to use Non-Plan Participating Providers as outlined in Section I.C.8. of these General Conditions.

A. Coordination of Care

The Care Coordinator will work with you or your Member Representative to develop your Care Plan to meet your particular needs during the term of the Agreement.

The decision to transfer to an Assisted Living Facility or Nursing Home will be made in consultation with you or your Member Representative, and your personal physician based on our eligibility requirements for these Services.

If you disagree with a decision of the Care Coordinator, you will have the right to appeal such decision as outlined in Section I.E. of these General Conditions.

B. Home Inspection

During the first year of membership and every second year thereafter (unless we find that circumstances of the initial inspection or your health condition justify more frequent inspections), we may, at our discretion or at your request, conduct a functional inspection of your Home Site for the purpose of ascertaining any functional problems and will make recommendations to you based on the inspection. It is your responsibility to implement these recommendations. To aid you in securing necessary goods or services, we will make available through our Referral Service a list of possible vendors of such goods and services. You are solely responsible for the full cost of any services or goods procured.

C. **Long Term Care Services**

1. **Home Care**

We will provide home care services that are not Third-Party Covered Services if we determine that you require hands-on assistance in performing two or more activities of daily living or if you are found to have a Cognitive Impairment.

2. **Remote Monitoring Technology**

We will provide you with remote monitoring technology if we determine that you are at risk of falls or your safety in the home is compromised because you live alone or are alone a large part of the day or night. You agree to have individuals designated as responders, who are willing to participate and who will have access to your Home Site in the event of an emergency.

3. **Adult Day Care**

We will provide services of an adult day care center if we determine that you require hands-on assistance in performing two or more activities of daily living or if you are found to have a Cognitive Impairment.

4. **Assisted Living Facility**

(a) **Life Care Plan**

If you elect a Life Care Plan in Paragraph 2 of the Agreement, we will provide with services at an Assisted Living Facility if we determine that you require hands-on assistance in performing two or more activities of daily living or are found to have a Cognitive Impairment and if remaining in your Home Site would be injurious to your health or safety. The Care Coordinator will assist you in the selection of an Assisted Living Facility that meets your needs.

(b) **Home Care Plan**

If you elect a Home Care Plan in Paragraph 2 of the Agreement, the Care Coordinator will assist you in the selection of an Assisted Living Facility that meets your needs if we determine that you require hands-on assistance in performing two or more activities of daily living or are found to have a Cognitive Impairment and if remaining in your Home Site would be injurious to your health and safety. You will be solely responsible for paying for the Assisted Living Facility.

5. **Nursing Home Facility**

(a) **Life Care Plan**

If you elect a Life Care Plan in Paragraph 2 of the Agreement, we will provide you with services at a Nursing Home Facility if we determine that you require hands-on assistance in performing two or more activities of daily living or are found to have a Cognitive Impairment and if remaining in your Home Site would be injurious to your health or safety. The Care Coordinator will assist you in the selection of a Nursing Home Facility that meets your needs.

We will provide you with services at a Nursing Home Facility after all Third Party Covered nursing home days for which you are eligible have been exhausted. Third Party Covered nursing home days are not a prerequisite for receiving this Service.

(b) **Home Care Plan**

If you elect a Home Care Plan in Paragraph 2 of the Agreement, the Care Coordinator will assist you in the selection of a Nursing Home Facility that meets your needs if we determine that you require hands-on assistance in performing two or more activities of daily living or are found to have a Cognitive Impairment and if remaining in your Home Site would be injurious to your health and safety. You will be solely responsible for paying for the Nursing Home Facility.

6. **Nutritional Support**

We will provide nutritional support services if we determine that you require hands-on assistance in performing two or more activities of daily living or if you are found to have a Cognitive Impairment.

7. **Other Services**

We may add other Services to the Plan that may or may not be subject to deductibles, co-payments and limitations.

8. **Use of Non-Plan Participating Providers**

(a) **Non-Plan Participating Providers within the United States**

You may choose to use Non-Plan Participating Providers within the United States either within or outside the Designated Service Area. The following conditions apply to the use of Non-Plan Participating Providers: a) the Care Coordinator must approve the Non-Plan Participating Provider you wish to use; b) the Care Coordinator will work with you or your Member Representative to develop your Care Plan to meet your particular needs; and c) you may be responsible for arranging for the approved services from a licensed provider, paying for such services and submitting appropriate documentation to us of the delivery of the care and of the payment for the care.

Payment of Non-Plan Participating Providers is outlined in Section IV.F of these General Conditions.

(b) **Non-Plan Participating Providers Change of Permanent Residence - Outside the Designated Service Area**

You may use Non-Plan Participating Providers if you change your permanent residence outside the Designated Service Area but within the United States. We request that: a) you remain a resident of the Designated Service Area for a period of one (1) year before relocating; and b) you inform us in writing of your relocation as outlined in Section VI.E.of these General Conditions.

We may, in our sole discretion, engage, at our expense, a geriatric care manager to arrange and oversee the delivery of your care outside the Designated Service Area.

The conditions for use of Non-Plan Participating Providers outlined in Section I.C.8. (a) of these General Conditions apply to this change of permanent residence.

(c) **Non-Plan Participating Providers Outside of the United States**

Non-Plan Participating Providers may be used outside of the United States under the following conditions: a) you are traveling or temporarily residing outside of the United States for a period of ninety (90) days or less; b) you will be responsible for notifying your Care Coordinator of the situation within seventy-two (72) hours of requiring care; c) you will be responsible for arranging the approved services from an appropriate provider, paying for such services and submitting appropriate documentation of payment to us; and d) we will limit the annual maximum reimbursement for care to $1,000.00 United States Dollars (USD).

(d) **Release of Liability**

If you choose to use a Non-Plan Participating Provider, you release us, our officers, directors, agents, and employees from any and all liability, due to any injury, damage, death, or loss incurred in connection with the provision of or relating to the provision of any such services by a Non-Plan Participating Provider.

D. **Referral Service**

We will provide a Referral Service for additional services at costs payable in full by you, as invoiced directly to you by the vendor, of which the following are representative but not an exclusive list: (i) home maintenance; (ii) lawn services and snow removal; (iii) financial planning; (iv) legal services; (v) health care services such as remote monitoring technology for which you are not eligible; (vi) transportation services; and (vii)

assistance completing long term care insurance claim forms. If you choose to use a Referral Service, you release us, our officers, directors, agents, and employees from any and all liability, due to any injury, damage or loss incurred in connection with the provision of or relating to the provision of any such Referral Service.

E. **Appeal Related to Services**

1. **Your Right to Appeal**

You have the right to appeal matters covered in this Section I of these General Conditions.

You may appeal: (a) a denial of request for any Service; (b) the quantity or frequency of Service approved by the Care Coordinator; (c) a Nursing Home or Assisted Living Facility placement decision.

You have the right to appeal on your own behalf. Your family may advocate for or encourage you to appeal, but cannot themselves appeal, except in the case where the family member has been appointed your Member Representative. The Care Coordinator may not appeal but may act as an advocate for you or may facilitate the appeal.

2. **The Appeal Process**

Level I

(a) You shall within seven (7) days of the decision you are appealing initiate appeal procedures by (1) telephoning your Care Coordinator; or (2) informing us, in writing, of your desire to appeal.

(b) The Care Coordinator will record all requests for appeal. The Director of Care Coordination will perform a prompt, independent review of your situation within seven (7) days of the initiation of the appeal. The Director of Care Coordination will notify you of the review decision.

Level II

If you promptly notify us in writing, within seven (7) days of the Level I decision, of your desire to appeal to the next level, your situation will be reviewed within seven (7) days by the Chief Operating Officer. The Director of Care Coordination will notify you of the review decision.

Level III

If you promptly notify us in writing, within seven (7) days of the Level II decision, of your desire to appeal to the next level, your situation will be reviewed within seven (7) days by the Appeal Committee, consisting of the President, and a representative of our Board of Directors. The President will notify you of the review decision.

3. **No Further Appeal**

You shall have no right to appeal a Level III decision.

II. YOUR OBLIGATIONS

A. Annual Physical Examination

You agree that each year you will have a physical examination by a licensed physician of your choice. We require that a written report of the results be sent to the Plan's Chief Operating Officer, in confidence, for review.

B. Insurance

You agree to carry and pay for medical and surgical insurance provided through Member's Health Insurance Plan or by Medicare and to use this insurance to its full extent. If you are unable or unwilling to qualify for such insurance, or if the terms or interpretation of eligibility for coverage provided by such insurance is reduced or changed materially, we may require an appropriate adjustment in the Annual Fee, establish deductibles, co-payments or limitations for appropriate services, adjust the Scope of Services, and/or convert some services to Referral Services. If the terms or interpretation of Members Health Insurance Plan or Medicare eligibility or coverage should change, resulting in a duplication of coverage provided by us, we will adjust our Services and Annual Fees accordingly. Our obligation will be deemed to be secondary to all such insurances.

You will be responsible for obtaining the required referrals for rendering all claims for payment to Member's Health Insurance Plan or Medicare.

If you carry long term care insurance coverage, your long term care insurance will pay first. We will pay for services under this Agreement only to the extent that we deem you to be eligible for services and that long term care insurance does not provide payment. We will assist in coordinating your long term care insurance benefit with services provided by us. Assistance with completing long term care insurance claim forms is available as a Referral Service.

You agree to pursue all benefits available to you under the above referenced insurance coverages. Failure to do so may reduce our obligation to provide services under this Agreement.

C. Hospitalization or Change in Health

You agree to inform us when you are admitted to a hospital or when there is a change in your health.

D. **Contact with Care Coordinator**

You agree to meet in person with the Care Coordinator assigned to you a minimum of one (1) time per year.

III. EXCLUSIONS AND LIMITATIONS

A. **Services Not Covered**

If you elect a Home Care Plan in Paragraph 2 of the Agreement, you will be solely responsible for all costs related to Assisted Living Facility and Nursing Home Service.

If you desire Home Care services while you are a patient in a hospital, rehabilitation facility or any other institutional health care setting or if you are a resident in a Nursing Home or Assisted Living Facility, you will be solely responsible for all costs related to the Home Care services.

Except as specifically provided by this Agreement, you will be solely responsible for services not covered by Member's Health Insurance Plan or Medicare and for payments exceeding Member's Health Insurance Plan or Medicare limits including but not limited to: audiological tests and hearing aids; eye glasses and refractions; dentistry; dentures; dental inlays; organ transplants; orthopedic appliances; occupational, physical and speech therapy; podiatry; hospitalization and professional care for psychiatric disorders; treatment for alcohol or drug abuse; medications; chiropractors; renal dialysis; extraordinary treatments; and experimental treatments as reasonably determined by Plan's Medical Director.

B. **General Exclusions**

You will also be responsible for all costs relating to:

1. Care and treatment for mental illness; however, this will not permit exclusion or limitations on Alzheimer's Disease, Parkinson's disease or organic brain disease.

2. Care and treatment for alcoholism and drug addiction including care and treatment for any condition sustained or contracted in consequence of your being intoxicated or under the influence of alcohol or a narcotic, unless the narcotic was administered on the advice of a physician.

3. Physical condition arising out of (a) war or any act of war, declared or undeclared, (b) participation in a riot or insurrection, (c) attempted suicide, while sane or insane, or intentionally self-inflicted injury, or (d) being engaged in an illegal occupation or the commission of or attempt to commit a felony.

4. Other expenses not included in the Agreement.

IV. FINANCIAL TERMS

Paragraphs 2, 4, 6, 7 and 13 of the Agreement outline financial terms with respect to Benefit Selection, the Annual Fee, Termination During the Rescind Period, Termination by Death after Member's Signing of Agreement, and Payment of Medical and Health Care Costs.

A. Refund or Adjustment of Annual Fee

1. Rescission

In the case of rescission as outlined in Section V.A. of these General Conditions, you will be entitled to a refund of all monies paid to us, without penalty or forfeiture.

2. Termination

In the case of termination as outlined in Section V., B, C and D. of these General Conditions, you will not be entitled to a refund of any portion of the Annual Fee allocated to the Entry Fee.

In the case of termination as outlined in Section V., B, C and D. of these General Conditions, you will be entitled to a pro-rated refund of that portion of the Annual Fee paid in the current year that is not allocated to the Entry Fee, based on the date of this Agreement.

3. Death, Change of Status of Double Members

If you were admitted to the Plan as a Double Member and one of you dies or becomes a resident in an Assisted Living or Nursing Home Facility, the remaining membership in the Plan will continue without adjustment to the then current Annual Fee applicable to a Double Member.

If you were admitted to the Plan as a Double Member and one of you moves to a different Home Site, other than a Nursing Home or Assisted Living Facility, membership in the Plan will continue but both Members agree to pay the then current Annual Fee applicable to a single Member.

If you were admitted to the Plan as a Double Member and one of you terminates participation in the Plan, the remaining membership in the Plan will continue, but the remaining Member agrees to pay the then current Annual Fee applicable to a single Member.

4. **Marriage or Double Membership Subsequent to Execution of this Agreement**

If after the execution of this Agreement you marry another Member, or if you become a cohabitant with another Member at the Home Site, your Annual Fee will be adjusted, based on the current rate for Double Membership.

B. **Additional Considerations**

1. **Bed Reservation**

If you elect a Life Care Plan in Paragraph 2 of the Agreement and if you desire to hold your accommodations in an Assisted Living Facility or Nursing Home Facility while you are hospitalized or away from the Facility for any other reason, you agree to pay the full cost to hold such accommodations.

2. **Waiver of Annual Fee**

If you elect a Life Care Plan in Paragraph 2 of the Agreement, after thirty (30) consecutive days as a resident in an Assisted Living Facility or Nursing Home, a pro-rated portion of the Annual Fee not allocated to the Entry Fee is waived for the previous thirty (30) day period; and continues to be waived if you a) remain a resident in an Assisted Living or Nursing Home Facility; and b) we have not expended on your behalf the pool of money you elected in Paragraph 2 of the Agreement. You are responsible for paying the portion of the Annual Fee allocated to the Entry Fee during the first five (5) years of membership.

If you elect a Private Pay Option in Paragraph 2 of the Agreement, the waiver of Annual Fee described above will not be implemented until the days attributed to the Private Pay Option have been satisfied.

If you are a resident of an Assisted Living Facility or Nursing Home when we have expended on your behalf the pool of money you elected in Paragraph 2 of the Agreement, the waiver of the Annual Fee will cease. You will be required to pay the Annual Fee in order to continue to receive other Services specified in Section I. A, B, and D, of these General Conditions.

C. **Maximum Daily Benefit**

We will limit payment for Long Term Care Services outlined in Section I.C. of the General Conditions to the amount you elected in Paragraph 2 of the Agreement. You must pay the difference in cost between the cost of Services and the Maximum Daily Benefit. We will limit payment for use of Non-Plan Participating Providers to the lesser of the amount paid to the Non-Plan Participating Provider and our average cost of care provided by a Plan Participating Provider.

D. **Maximum Lifetime Benefit**

1. **Life Care Plan**

If you elect a Life Care Plan in Paragraph 2 of the Agreement, our obligation to pay for any Long Term Care Services as discussed under Section I. C. of the General Conditions shall terminate at such time as we have expended on your behalf the pool of money you elected as your Maximum Lifetime Benefit Period in Paragraph 2 of the Agreement, in payments to Plan Participating and Non-Plan Participating Providers and to Nursing Homes and Assisted Living Facilities over the term of this Agreement. Once we have paid the pool of money you elected as your Maximum Lifetime Benefit, our obligation to make any further payments ceases and the Agreement shall terminate as outlined in Section V.D of the General Conditions.

2. **Home Care Plan**

If you elect a Home Care Plan in Paragraph 2 of the Agreement, our obligation to pay for any Long Term Care Services as discussed under Section I. C of the General Conditions shall terminate at such time as we have expended on your behalf the pool of money you elected as your Maximum Lifetime Benefit Period in Paragraph 2 of the Agreement, in payments to Plan Participating and Non-Plan Participating Providers over the term of this Agreement. Once we have paid the pool of money you elected as your Maximum Lifetime Benefit, our obligation to make any further payments ceases and the Agreement shall terminate as outlined in Section V.D of the General Conditions.

E. **Shared Care**

If you elected the Shared Care Benefit in Paragraph 2 of the Agreement, the following conditions apply:

1. **Sharing Benefits**

If your Shared Care Partner exhausts the Maximum Lifetime Benefit pool of money under his/her identical benefit, your Shared Care Partner may receive benefits from your Maximum Lifetime Benefit pool of money. Both Members must agree to the transfer of benefits.

If you selected a Private Pay Option in Paragraph 2 of the Agreement, you and your Shared Care Partner will each be required to complete one (1) Private Pay option. You will not be required to complete an additional Private Pay Option if you use the benefits of your Shared Care Partner.

Payment for Services under the Shared Care Benefit is subject to the same terms and conditions included in these General Conditions.

Any benefits used by your Shared Care Partner will reduce the amount of the Maximum Lifetime Benefit pool of money available to you.

Our obligation to pay for any Long Term Care Services discussed under Section I.C. of the General Conditions shall terminate at such time as we have expended on behalf of you and your Shared Care Partner, the combined Maximum Lifetime Benefit pool of money you elected in Paragraph 2 of the Agreement in payments to Plan Participating and Non-Plan Participating Providers and to Nursing Home or Assisted Living Facilities over the term of the Agreement.

2. **Death of Your Shared Care Partner**

In the event of the death of your Shared Care Partner, the remaining Maximum Lifetime Benefit pool of money, if any, will be added to your Maximum Lifetime Benefit pool of money.

If the Maximum Lifetime Benefit pool of money was exhausted at the time of your Shared Care Partner's death, or if your Shared Care Partner had received benefits from your Maximum Lifetime Benefit pool of money, we will pay for any Long Term Care Services discussed under Section I.C. of the General Conditions until such time as we have expended on your behalf the remainder Maximum Lifetime Benefit pool of money you elected in Paragraph 2 of the Agreement.

In the event of the death of your Shared Care Partner, your membership will continue without adjustment to the then current Annual Fee applicable to your portion of the fee for a Double Member. You will not be required to pay the Annual Fee applicable to your Shared Care Partner.

3. **Termination of the Shared Care Benefit**

The Shared Care Benefit will terminate if your Shared Care Partner terminates this Agreement for any reason other than death. The remaining member agrees to pay the Annual Fee as of the effective date of this Agreement applicable to a single Member without the Shared Care Benefit.

The Shared Care Benefit will terminate if your Shared Care Partner moves to a different Home Site, other than a Nursing Home or Assisted Living Facility. Both Members agree to pay the Annual Fee as of the effective date of this Agreement applicable to a single Member without the Shared Care Benefit.

F. Payment for Assisted Living Facilities, Nursing Home Facilities and Non-Plan Participating Providers

1. **Assisted Living Facility**

(a) **Life Care Plan**

If you elect a Life Care Plan in Paragraph 2 of the Agreement and if you the require services of an Assisted Living Facility either within or outside the Designated Service Area, you agree to pay for such services and to submit appropriate documentation to us. We will reimburse you the lesser of the amount paid by you for room

and board provided by the Assisted Living Facility or the Maximum Daily Benefit you elected in Paragraph 2 of the Agreement.

(b) **Home Care Plan**

If you elect a Home Care plan in Paragraph 2 of the Agreement you are solely responsible for all charges related to Assisted Living Facility Services.

2. **Nursing Home Facility**

(a) **Life Care Plan**

If you elect a Life Care Plan in Paragraph 2 of the Agreement, and if you require services of a Nursing Home Facility either within or outside the Designated Service Area, you agree to pay for such services and to submit appropriate documentation to us. We will reimburse you the lesser of the amount paid by you for room and board provided by the Nursing Home or the Maximum Daily Benefit you elected in Paragraph 2 of the Agreement.

(b) **Home Care Plan**

If you elect a Home Care Plan in Paragraph 2 of the Agreement, you are solely responsible for all charges related to Nursing Home Facility Services.

3. **Non-Plan Participating Providers**

If you choose to use a Non-Plan Participating Provider within the Designated Service Area, you agree to pay for such services and to submit the appropriate documentation to us of the delivery of the care and of the payment for the care. We will reimburse you for the lesser of the amount paid by you for care provided by a Non-Plan Participating Provider or our average cost of care provided by a Plan Participating Provider for any such services up to the Maximum Daily Benefit elected by you in Paragraph 2 of the Agreement.

If you choose to use a Non-Plan Participating Provider outside the Designated Service Area, you agree to pay for such services and to submit the appropriate documentation to us of the delivery of care and the payment for the care. We will reimburse you for any such services up to the Maximum Daily Benefit you elected in Paragraph 2 of the Agreement.

G. **Charges**

1. **Billing Statement**

We shall present you a detailed Billing Statement including the following:

(a) The Annual Fee for the following year;

(b) Credits, if any;

(c) Difference in cost, if any, between the actual cost for care and the Maximum Daily Benefit that you elected in Paragraph 2 of the Agreement if the actual cost of care is less than two (2) times the Maximum Daily Benefit;

(d) Friends reserve the right to require that you pay for services and submit the appropriate documentation of the delivery and payment of such services to us for reimbursement if the actual cost of services is greater than two (2) times the Maximum Daily Benefit you elected in Paragraph 2 on the Agreement.

(e) Charges for non-covered services including Bed Reservation charges outlined in Section IV.B.1. of these General Conditions; and

(f) Any other amounts due to us;

2. **Payment of Charges**

All charges appearing on the Billing Statement shall be paid to us by the 10th day of the following month. If you do not make payment within ten days after receiving the statement, we may give you written notice that you must make such payment immediately after receiving such written notice, and if you fail to comply with such written notice, we may terminate the Agreement. You will be charged interest at the rate of up to one percent (1%) per month on all overdue balances.

The Annual Fee is payable in advance for the following year and your Billing Statement shall reflect credits or adjustments for such Fee, as applicable.

3. **Inability to Pay**

(a) **Our Policy**

Without in any way limiting or qualifying our right to terminate the Agreement, we declare our policy to be that all Members receive whatever level of care they medically require for their continuing care, and that status as a Member shall not be terminated because of the exhaustion of a Member's financial resources beyond the control of the member. To this end, we will review situations of financial hardship and, at our sole discretion, if your circumstances justify special financial consideration, we may partly or wholly assist you in paying your Annual Fee and the difference in cost, if any, between the actual cost for care and the Maximum Daily Benefit that you elected in Paragraph 2 of the Agreement, provided that (i) such assistance can be granted or continue without impairing the ability of the Plan to attain its objectives while operating on a sound financial basis; (ii) you warrant and represent that you have not made any transfer of real or personal property within five years prior to signing the Agreement or subsequent to signing the Agreement that would impair your ability or the ability of your estate to satisfy your financial obligations under the Agreement; and (iii) you warrant and represent that you did not misrepresent your ability to cover the costs of membership at the time of enrollment.

All determinations made by us concerning advancing or continuing special financial consideration shall be final and binding on you, and any such

determination shall be regarded as a confidential transaction between us and you, except for reports required to be made to financial institutions lending monies to us and to regulatory or other governmental bodies.

(b) **Your Responsibility**

If your income and other financial resources are inadequate to meet your responsibilities to us and to pay personal and incidental expenses, you agree to make every effort to obtain assistance from available resources, and, if you can qualify, to take necessary steps to obtain county, state, or federal aid or assistance. If we assist in the payment of your Annual Fee either wholly or partly (i) you warrant and represent that you have not made any gift of real or personal property in contemplation of financial assistance from us; (ii) you agree not to otherwise transfer property without our written consent except as permitted in Section IV.G.3.(a) of these General Conditions that would substantially impair your ability to satisfy the financial obligations under this Agreement; and (iii) you agree, from time to time at our request, to supply us with financial statements, copies of tax returns and other financial documents as we may reasonably request from time to time.

(c) **Recovery of Our Assistance**

If we have wholly or partly provided assistance in paying your Annual Fee or the difference in cost, if any, between the actual cost for care and the Maximum Daily Benefit that you elected in Paragraph 2 of the Agreement and you die, your estate, if any, will be liable to us for the full amount of the assistance for the entire time of membership. The Agreement shall operate as a lifetime assignment, transfer, and conveyance to us of so much of your property as is necessary to cover such liability. This Section shall continue to apply whether or not you are a Member of the Plan at time of death.

(d) **Survival**

The provisions of this section shall survive termination of the Agreement for any reason, including your death.

V. TERMINATION

A. During Rescind Period

1. During the Rescind Period, you may terminate this Agreement, without penalty or forfeiture, by mailing or delivering a signed and dated copy of the Notice of Right to Rescind.

2. You will be entitled to a refund of the Annual Fee as outlined in Section IV.A.1. of these General Conditions.

3. Our obligations under this Agreement will cease if you rescind this Agreement.

B. **During Introductory Period**

1. During the Introductory Period, either of us may terminate this Agreement by giving written notice to the other of the intent to do so, provided that we both have the right to require that written notice be given not less than thirty days prior to the date when termination is to be effective. On the effective date of such termination, your obligation to pay the Annual Fee shall cease and you may be entitled to a refund of a portion of the Annual Fee as outlined in Section IV. A.2. of these General Conditions.

2. Our obligations under the Agreement will cease on the effective date of the termination.

C. **After Introductory Period**

1. **Termination by You**

You have the right at any time to terminate this Agreement by delivering to us written notice. The written notice shall state a date when the termination is to become effective. On the effective date of such termination, which you agree will not be less than thirty days or more than one hundred twenty days after written notice has been given, your obligation to continue to pay the Annual Fee will cease and you may be entitled to a refund of a portion of the Annual Fee as outlined in Section IV.A.2. of these General Conditions. On the effective date of such termination, all of our obligations will cease.

2. **Termination by Us**

We reserve the right to terminate the Agreement upon at least thirty (30) days' notice to you for just cause, which shall include, but not be limited to, any one or more of the following: (i) failure on your part to abide by the rules which we adopt; (ii) the making of any material misrepresentation or omission in connection with your application for admission or participation in the Plan including, without limitation, failure to disclose a Pre-Existing Condition; (iii) failure on your part to pay a Plan Participating Provider; (iv) your breach of any other terms of the Agreement; (v) your refusal to leave the Home Site after determination of your Care Coordinator that you must do so; (vi) your refusal of any reasonable recommendation of your Care Coordinator; (vii) nonpayment in accordance with Section IV.G.2. of these General Conditions; or (viii) a good faith determination in writing, signed by the President.

Upon termination by us, your obligation to continue to pay the Annual Fee shall cease and you may be entitled to a refund of a portion of the Annual Fee as outlined in Section IV.A.2. of these General Conditions. On the effective date of termination, all our obligations under the Agreement will cease.

D. **Termination Related to the Maximum Lifetime Benefit**

Once we have paid the pool of money you elected as your Maximum Life Benefit, our obligation to make any further payments ceases and the Agreement is

terminated. Upon termination, your obligation to continue to pay the Annual Fee shall cease and you may be entitled to a refund of any portion of the Annual Fee as outlined in Section IV.A.2. of these General Conditions. On the effective date of the termination, all our obligations under the Agreement will cease.

E. Termination by Death

Unless sooner terminated by its own provisions, the Agreement shall terminate at your death, whereupon all our obligations under the Agreement will cease. Your obligation to pay Facility Charges as provided herein shall continue until your personal property and effects have been removed from any Nursing Home or Assisted Living Facility where you may have been residing.

VI. CERTAIN RIGHTS AND OBLIGATIONS

A. Right of Entry; Right of Privacy

You recognize and accept our right and responsibility to enter your Home Site in order to carry out the purpose and intent of the Agreement. The purposes for which such entry may be made include but are not limited to (i) performance of scheduled home care services; (ii) response to emergencies; (iii) entry by authorized personnel if you are reported missing or have not responded to a call; and (iv) other scheduled Services. We recognize your right of privacy and our responsibility to limit entry to your Home Site as contemplated by this Section. If you refuse to allow us to enter your Home Site, we may terminate the Agreement as per Section V.C.2, (iv) and (v.) of these General Conditions.

B. Confidentiality

Except as may be required by law or by the order of any court, and except as may be necessary to enable us to obtain reimbursement or payment by insurers and other third party payors, we will hold all medical records and other information concerning your medical and health condition confidential and will not disclose such information or records except as authorized by you as required by the Health Insurance Privacy and Accountability Act (HIPAA). We may use your individual information to aggregate information from the medical and financial records of Members so long as your individual information remains anonymous. This Section also shall continue to apply whether the Agreement is terminated for any reason including death.

C. No Member Rights to Our Property; Subordination

The rights and privileges granted to you by the Agreement do not include any right, title, or interest in any part of the personal property, land, buildings and improvements owned, leased or administered by us. Nothing contained herein shall be construed to create the relationship of landlord and tenant between us. Your rights are primarily for Services subject to all the terms and conditions of this Agreement. Any rights, privileges or benefits conferred shall be subordinate to any mortgage on any of the premises or interest in our real property, to all amendments, modifications, replacements, or refunding of any

such mortgage and to such reasonable rules and regulations relating to the use of all of our property as shall be adopted by us from time to time.

D. **Responsibility for Damages**

All loss or damage to our real or personal property or to that of a Plan Participating or Non-Plan Participating Provider or Facility caused by your negligence or intentional acts or omissions shall be charged to and paid for by you; provided, however, that with respect to any of our property or that of a Plan Participating or Non-Plan Participating Provider for which we or Plan Participating or Non-Plan Participating Provider is insured, we or Plan Participating or Non-Plan Participating Provider may waive all rights of recovery against you. If any negligence or intentional act or omission of another Member in the Plan results in damage to your person or property, we assume no responsibility therefore and you release and discharge us from all liability or responsibility for loss or damage to your person or property caused by the fault or negligence of another Member.

E. **Required Notice of Relocation from Home Site**

You agree to inform us in writing if you relocate from the Home Site. If you relocate outside the Designated Service Area you may: a) terminate this agreement; or b) exercise your right to use Non-Plan Participating Providers as outlined in Section I.C.8. (b). of these General Conditions.

F. **Limitation of Liability in Case of Refusal of Any Reasonable Recommendation**

If your Care Coordinator reasonably determines that for you to remain in your Home Site would be injurious to your health or safety and reasonably recommends that you should become a resident in an Assisted Living or Nursing Home Facility, and you refuse to make such move, or if you refuse any other reasonable recommendation of your Care Coordinator, we will have no responsibility or liability for the consequences of such refusal. In addition, we may terminate the Agreement as per Section V.C.2, (iv). and (v). of these General Conditions.

G. **Our Rights in Case of Injury Caused by Third Party**

In the event of injuries or damages to you caused by third parties, all of your rights of recovery against a third party shall become our rights to the extent of any losses we suffered including payments we made plus the reasonable expenses or value of care we furnished to you. We will be subrogated, to the extent of the amount of such losses, to all rights, privileges and remedies you may have against any person, firm or corporation. You agree that you will do everything necessary to protect our rights and seek recovery for us of our losses and will do nothing to prejudice our rights. You further agree that we may, at our sole discretion, assert a claim or institute suit in your name or in our name to enforce any cause of action for injuries, damages or losses sustained by you and/or us. You agree to fully cooperate in the prosecution of such claim and suit.

H. **Arrangements for Guardianship**

You authorize us to nominate a person or entity to serve as a legal guardian when approved by a court as provided by law in the event that you become unable to care properly for your property and you have made no other designation of a person or legal entity to serve as guardian or trustee, or under a power of attorney.

I. **Your Obligation to Provide Personal Information**

You agree to provide us with the following information within ninety days after the execution of this Agreement: (i) names of persons to notify in case of emergency; (ii) name of person to whom you have granted a durable power of attorney for health care; (iii) name of person to whom you have granted a durable power of attorney for financial matters; (iv) executor of your Will or Living Trust; (v) location of your Advance Directive or Living Will; and (vi) information regarding any other health related insurance that you carry including long term care insurance and medical and surgical insurance. You also agree to provide us with copies of your Advance Directive/Living Will, Durable Power of Attorney for Health Care and Durable Power of Attorney for Financial matters and documentation of in force health related insurance coverage and to notify us of any changes in this information.

J. **Delegation by President**

It is understood and agreed that any authority or responsibility given by the Agreement to the President may be delegated by him or her to any one or more members of our staff.

K. **No Discrimination**

It is understood and agreed that age, race, color, religion, sex, gender identity, sexual orientation, gender expression, marital status, national origin, citizenship, and Veteran status shall have no bearing upon the acceptance or rejection of candidates for acceptance into the Plan.

L. **Rules Adopted by Us**

We reserve the right to adopt policies, procedures and rules regarding your participation consistent with the provisions of the Agreement, and it is agreed that such policies, procedures, and rules shall be deemed expressly incorporated into the Agreement by reference.

DEFINITION OF TERMS

All terms not defined here shall have the meanings ascribed to them in the Agreement, or their common meaning.

The Act means the Pennsylvania Continuing Care Provider Registration and Disclosure Act, No. 82, P.L. 391, 40 P.S. 3201-3225 (1984), as amended or any subsequent legislation or regulations dealing with the same or similar subject matter.

Activities of Daily Living means the basic human functional abilities required for you to remain independent. The inability to perform activities of daily living without hands-on assistance from another person is used as a basis for determining eligibility for Services. Hands-on assistance includes physical aid or support from another person. The following is a definition of each of those activities.

Bathing: Ability to get into or out of a tub or shower and/or to wash the body and hair in a tub, shower or by sponge bath.

Continence: The ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for a catheter or colostomy bag).

Dressing: Ability to choose appropriate items of clothing for personal health and safety, put on and take off all necessary items (including any braces or artificial limbs), and to secure and unfasten them with or without use of adaptive devices.

Eating: Ability to get food or nourishment into the body (orally or by stomach tube) after it has been prepared and made available with or without use of adaptive utensils.

Toileting: Ability to get to and from toilet (commode, bedpan or urinal), manage and care for an ostomy or catheter, maintain a reasonable level of personal hygiene such that your health is not compromised, and adjust clothing as necessary with or without use of an elevated toilet seat, grab bars, etc.

Transferring: Ability to move in and out of a chair (including a wheelchair) or bed, with or without equipment.

Admissions Documents are those documents required in connection with Member's admission to the Plan.

Adult Day Care means a supervised, professionally staffed, therapeutic and recreational program of weekday care that seeks to prolong independent living for physically, mentally and emotionally impaired individuals operated in accordance with Commonwealth of Pennsylvania Office on Aging regulations applicable to Adult Day Care Centers.

Agreement (see Agreement, page 1).

Annual Fee means the amount billed by Friends to Member on an annual basis to cover part of the cost of providing Services to Member under this Agreement.

Appeal Committee means the committee consisting of the President, Chief Operating Officer and a representative of Board of Directors of Friends that reviews Level III appeals.

Assistance Fund means the amount allocated to and collected for such fund from all Members' annual fees, or provided in some other manner, administered by Friends for the possible benefit of Members who, in Friends opinion, may require assistance in paying their annual fees or the difference in cost, if any, between the actual cost for care and the Maximum Daily Benefit that you elected in Paragraph 2 of the Agreement.

Assisted Living Facility means in a facility which provides assistance with personal hygiene, activities of daily living and medications, as well as social services, independent and group activities, dietary services, and nursing services provided in accordance with state regulations applicable to Personal Care Boarding Homes and/or Assisted Living Facilities.

Billing Statement means the invoice presented by Friends to Member outlining all amounts due to Friends.

Care Coordinator means the person(s) designated by Friends to be responsible for handling needs of Member for Services, conducting specific needs assessments and making recommendations for Services.

Care Plan means the written plan of Services that is developed by the Care Coordinator in consultation with Member or Member's Representative based on a needs assessment. The Care Plan includes type of Services, start date, quantity, frequency, duration of Services, name of provider or facility and any special considerations. Such Care Plan may include care and services not provided for under the Agreement, the payment for which is the responsibility of the Member.

Chief Operating Officer means the person designated by Friends who maintains supervisory oversight of the care coordination system of the Plan subject to review of the President.

Cognitive Impairment means a deficiency in a person's short or long-term memory, orientation as to person, place and time, deductive or abstract reasoning or judgment (as it relates to safety awareness) as diagnosed by a physician who also certifies that the person requires 24-hour-a-day supervision to maintain his/her safety and/or the safety of others.

Commencement Date means the date Member is eligible to receive Services from Friends.

Cost of Living Adjustment means the formula used to increase the Maximum Daily Benefit (0%, 3% simple/20years, 5% simple/20 years) and therefore the pool of money available to pay for eligible services. The Cost of Living Adjustment you elect is shown in Paragraph 2 of the Agreement. The Maximum Daily Benefit is adjusted annually on the anniversary of this Agreement.

Designated Service Area means the area where Friends is authorized to enroll Members. Any change in the Designated Service Area by Friends will not exclude Member from continued membership in the Plan.

Director of Care Coordination means the person designated by Friends who supervises the Care Coordinators of the Plan, subject to review of the Chief Operating Officer.

Disclosure Statement means the Disclosure Statement of Friends, pursuant to the Act.

Double Membership means occupancy of the Home Site by two Members.

Entry Fee means a percent of the Annual Fee paid by Member to Friends for the first five years of this Agreement to cover part of the cost of providing Services to Member under this Agreement.

General Conditions mean the document incorporated as part of the Agreement that describes in detail the Services provided under the Agreement, exclusions, financial terms, termination provisions, and miscellaneous rights and obligations of the parties to the Agreement.

Home Care Plan means a plan that includes coordination of care, home inspection and Long Term Care Services including home care, remote monitoring technology, adult day care and nutritional support with the objective of providing member continuing care at Member's Home Site. The Home Care Plan does not include services provided by an Assisted Living Facility or Nursing Home. The Plan you elect is shown in Paragraph 2 of the Agreement.

Home Care Services means services provided by an agency operating in accordance with Commonwealth of Pennsylvania Department of Health regulations applicable to Home Care Agencies. Home Care Services include assistance with personal care and activities of daily living. Home Care Services may also include assistance with meal preparation, personal laundry/bed linens and light housekeeping to maintain a safe and clean home living environment when provided incidental to assistance with personal care and activities of daily living. Light housekeeping does not include home maintenance, lawn care, snow removal or any other services provided outside the home. Home Care Services do not include transportation. Some direct care workers who provide Home Care Services are independent contractors; they are responsible for filing and paying their own Local, State and Federal Income taxes and are not covered by workers' compensation insurance.

Home Inspection means the evaluation conducted by the Care Coordinator in consultation with an occupational therapist as indicated to assess the Member's functioning and safety within the Home Site and to make recommendations for appropriate adaptations.

Home Site means the place where the Member resides.

Introductory Period means the six-month period immediately following the Member's signing of the Agreement.

Life Care Plan means a plan that includes coordination of care, home inspection and Long Term Care Services including home care, remote monitoring technology, adult day care, nutritional support, Assisted Living Facility and Nursing Home Facility provided by Friends with the objective of providing member continuing care. The Plan you elect is shown in Paragraph 2 of the Agreement.

Maximum Daily Benefit means the maximum dollar amount per day ($75, $100, $125, $150, $175, $200, $225, or $250 per day) payable by the Plan for all care and Services. The Maximum Daily Benefit you elect is shown in Paragraph 2 of the Agreement.

Maximum Lifetime Benefit means the pool of money available to pay for home care, remote monitoring technology and adult day care. If you elect a Life Care Plan in Paragraph 2 of the Agreement, the pool of money is also available to pay for an Assisted Living Facility or Nursing Home Services. If you elect a Home Care Plan in Paragraph 2 of the Agreement, the pool of money does not include Assisted Living Facility or Nursing Home Services. The Maximum Lifetime Benefit Period you elect is shown in Paragraph 2 of the Agreement. The pool of money available is calculated by multiplying the Maximum Daily Benefit times 365 days times a number of years (1,2, 3, 4, 5 or 7 years).

Medical Director means a physician duly licensed to practice medicine appointed by Friends. Any designee of the Medical Director must meet these licensure qualifications.

Medical Record means all records relating to the Member's medical history and condition, which may be maintained by Friends or by a facility or provider.

Medicare means the Health Insurance for the Aging Act, Title XVIII of the Social Security Amendment of 1965, as amended and Regulations promulgated thereunder or any subsequent legislation or regulations dealing with the same or similar subject matter. Medicare includes Medicare Part A and B or a Medicare certified Health Maintenance Organization.

Member means the individual(s) listed on page 1 of the Agreement.

Membership Application means the Membership Application completed by Member.

Member's Health Insurance Plan means coverage that provides payments for medical expenses provided by a governmental agency, private business or not-for-profit entity licensed by the Pennsylvania or Delaware Department of Insurance.

Member's Representative means any person appointed by the Member to represent Member's interests including Member's agent or guardian appointed by a court.

Non-Plan Participating Provider means a health care provider not having an agreement with Friends to provide health care services to Members.

Notice of Right to Rescind means the document that you must deliver to Friends in order to rescind and terminate the Agreement within seven (7) days of execution of this Agreement.

Nursing Home Facility means a facility that meets the Medicare definition of a Skilled Nursing Unit and provides custodial, intermediate and skilled level nursing care services in accordance with state regulations applicable to Skilled and Intermediate Care Nursing Facilities.

Nutritional Support means assistance in accessing food resources that will support the health status and prolong the independent living of physically or cognitively impaired individuals.

Plan Participating Provider means a health care provider having an agreement with Friends to provide health care services to Members.

Pre-existing Condition means a mental or physical condition for which symptoms existed prior to the effective date of coverage that would cause an ordinarily prudent person to seek diagnosis, care or treatment, or for which medical care, advice, or treatment was recommended by or received from a physician, within the five-year period preceding the date of the Member's admission to the Plan.

President means the chief executive officer of Friends, appointed as such by the Board of Directors of Friends.

Private Pay Option means the number of days (30, 60, 90, 120, 150, 180 or 365 days) during which Friends provides Member with Home Care services**,** Adult Day Care or care in an Assisted Living Facility or Nursing Home Facility provided for under this Agreement and during which the Member is responsible for paying the cost of these Services. One day of Home Care services is considered a minimum of four (4) hours paid for by each Member. The Private Pay Option you elect is shown in Paragraph 2 of the Agreement and must be satisfied only once during the term of the Agreement. The days attributable to the Private Pay Option can be nonconsecutive. Medicare covered days do not count toward the Private Pay Option. Member is responsible for paying for services during the Private Pay period.

Provide means that Friends will directly or through a Plan Participating Provider make services available at Friends cost, subject to applicable co-payments, deductibles and limitations.

Referral Service means a service whereby Friends, acting as an intermediary between Member and third party vendors of such services, makes referrals to Member for such services as Member may choose, at costs payable in full by Member. Friends makes no warranties as to the suitability of such a service provider and assume no liability for the actions of any such providers.

Remote Monitoring Technology means devices that monitor activities of daily living and provide assistance in the event of an in-home emergency. Remote Monitoring Technology includes emergency response systems (lightweight, wireless device worn by Member and a base unit that attaches to the telephone; pressing a button on the pendant or the console connects the Member to the emergency response center, where specially trained operators receive the call for help) and wireless home monitoring (network of discrete wireless sensors that transmit information about activity in the home to a private and secure website where caregivers can log in and receive information about activity patterns; sensors can alert caregivers to unusual activity patterns and send real-time information to computers and mobile devices).

Rescind Period means the seven (7) day period following the execution of this Agreement.

Scope of Services means the continuum, type and frequency of services provided by the Plan.

Services means the coordination of care, home inspection and Long Term Care Services including, home care, remote monitoring technology, adult day care, nutritional support, assisted living facility and nursing home facility provided by Friends with the objective of providing Member with continuing care.

Shared Care Partner means the persons named as Member #1 and Member #2 in Paragraph 2 of this Agreement.

Third-Party Covered Services means all hospital, skilled nursing, home care and medical and other services eligible for payment by Medicare, or Member's Health Insurance, or other organization providing equivalent insurance coverage.