

**GOODWILL MENNONITE HOME, INC.
d/b/a Goodwill Retirement Village**

DISCLOSURE STATEMENT

October 2023

Issuance of a certificate of registration by the Maryland Department of Aging does not constitute approval, recommendation or endorsement of a continuing care retirement community by the Department, nor is it evidence of, nor does it attest to, the accuracy or completeness of the information set forth in this Disclosure Statement.

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Disclaimer

This Disclosure Statement sets forth information required to be disclosed by Sections 10-401-10-499 of the Human Services Article of the Annotated Code of Maryland. The information provided is in response to specific topics identified in the statute, and Goodwill Mennonite Home, Inc. makes no representation that all material information related to Goodwill Mennonite Home, Inc. is set forth in this Disclosure Statement.

In addition, this Disclosure Statement attempts to summarize the Residence and Care Agreement. Any discrepancy between the statements made in this Disclosure Statement and the Residence and Care Agreement shall be governed by the terms of the Residence and Care Agreement.

**GOODWILL MENNONITE HOME, INC.
d/b/a Goodwill Retirement Village**

**DISCLOSURE STATEMENT
September 2022**

The following statement is given in compliance with Section 10-424-10-425 of the Human Services Article of the Annotated Code of Maryland.

1. Name, address and description of the facility and the name and address of any parent or subsidiary person.

Goodwill Mennonite Home, Inc.
d/b/a Goodwill Retirement Village
891 Dorsey Hotel Road
Grantsville
Garrett County, Maryland 21536

Goodwill Mennonite Home, Inc. d/b/a Goodwill Retirement Village, a Maryland not-for-profit corporation ("Goodwill") owns and operates a continuing care retirement community (the "Community") in Garrett County, Maryland. The Community is situated among the rolling hills in beautiful Garrett County, one mile north of Grantsville, Maryland (the "Campus") and consists of independent living cottages with access to assisted living and comprehensive nursing care on a fee-for-service basis. Goodwill Mennonite Home, Inc. owns the facility and the land on which the facility is located.

A. Mission Statement

Goodwill's mission statement is: "Caring through Goodwill with God's Love."

B. Description of Facility

Goodwill has owned and operated licensed health care facilities at the Campus since 1959. The health care facilities provide Thirty-seven (32) assisted living units and one-hundred and seven (108) comprehensive nursing care beds, and feature home-cooked style meals and a busy calendar of social events and activities. During the last year, the oldest portion of the assisted living was renovated and the smaller units were combined into larger units and a new beauty shop. However, the assisted living continues to be licensed for the same number of beds as all units can be occupied as semi-private units

The Community features thirty (30) independent living cottages, paved roads, a village park with gazebo, beautiful scenery and many opportunities to socialize.

The facility has recently added a large maintenance garage for equipment and other storage.

The Campus is located off Interstate 68 at Exit 19 (Grantsville) near the intersection of Route 495 and Route 40.

2. Organizational structure and management

Goodwill Mennonite Home, Inc. d/b/a Goodwill Retirement Village, (“Goodwill”) is a Maryland not-for-profit corporation recognized by the Internal Revenue Service as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code. Goodwill is managed under the direction of a nine (9) member Board of Trustees. Goodwill’s Articles of Incorporation and Bylaws require that the members of Goodwill’s Board of Trustees (except for the Community’s resident representative) must be a member of the various churches in Garret County, Maryland, and Somerset County, Pennsylvania which are affiliated with the Conservative Mennonite Conference. However, no organization or constituent body of the Conservative Mennonite Conference has a contractual or financial responsibility for the obligations of Goodwill.

The President of Goodwill’s Board is Tim Tice. Mr. Tice is a manager
The Vice President of Goodwill is Brad Maust. Mr. Maust is a Business Owner.

The Secretary of Goodwill is Nick Guingrich. Mr. Guingrich is a business owner.

The Treasurer of Goodwill is Tim Bender. Mr. Bender is a Business Owner.

Day-to-day management of the continuing care retirement community is under the direction of Anthony Lehman, Chief Executive Officer. Mr. Lehman has been employed by Goodwill since 1995, and he has held the positions of Assistant Administrator and Administrator prior to his selection as CEO. Mr. Lehman holds a Bachelor of Science degree in Psychology. He is licensed in the State of Maryland as a Nursing Home Administrator and is an approved Nursing Home Administrator Preceptor.

See Exhibit B for an organizational chart.

3. Statement regarding any affiliation with a religious, charitable, or other nonprofit organization, and the extent to which the organization is responsible for the financial and contractual obligations of the provider.

Although Goodwill’s Board of Trustees and officers are required to be members of certain churches in Garrett County, Maryland and Somerset County, Pennsylvania, which are affiliated with the Conservative Mennonite Conference, no organization or constituent body of the Conservative Mennonite Conference has a contractual or financial responsibility for the obligations of Goodwill.

4. Description of all basic fees, including entrance fees, fees for health related services, and periodic fees, collected by the provider from subscribers, setting forth the amount and frequency of the fee changes during each of the previous 5 years.

See Exhibit C for a description of fees for the previous five years.

A. Independent Living

Under the terms of Goodwill's Residence and Care Agreement, the resident pays an Entrance Fee and a Monthly Charge when the resident enters the Community and moves into an independent living cottage.

(1) Entrance Fee. The Entrance Fee is based upon age at occupancy, the type of cottage desired, and the number of individuals occupying the cottage. If two (2) individuals sign the Residence and Care Agreement, the age of the younger individual is used when calculating the Entrance Fee.

For individual residents sixty-one (61) years of age and older, a portion of the Entrance Fee is amortized at the rate of one percent (1%) per month for one hundred (100) months (the "Amortizing Portion of the Entrance Fee"), and another portion is one hundred percent (100%) refundable* (the "Fully Refundable Portion of the Entrance Fee"). For individual residents who may be sixty (60) years of age, the entire Entrance Fee is amortized at the rate of one percent (1%) per month for one hundred (100) months.

For a couple, where the younger person is sixty-three (63) years of age or older, a portion of the Entrance Fee will be fully refundable*, and another portion will be amortized at the rate of one percent (1%) per month for one hundred (100) months. For a couple, where the younger person is sixty two (62) years of age or younger, the entire Entrance Fee is amortized at the rate of one percent (1%) per month for one hundred (100) months.

* Carefully read the Residence and Care Agreement for the conditions that must be satisfied before Goodwill is required to pay the entrance fee refund.

(2) Monthly Charge. The resident is also required to pay to Goodwill a Monthly Charge. A Monthly Charge is assigned to each cottage. When two residents reside in the same cottage, one-half of the Monthly Charge is attributable to each resident.

The Monthly Charge may be adjusted from time to time by Goodwill, in its discretion, based upon operating costs and other financial needs of Goodwill upon FORTY-FIVE (45) DAYS prior written notice to the resident.

B. Assisted Living/Comprehensive Care

When a resident transfers to assisted living or comprehensive nursing care on a temporary basis, the resident pays the Monthly Charge plus the per diem charge for the assisted living or comprehensive care services. If the resident permanently transfers to the assisted living or comprehensive care, and the resident releases his/her cottage, then the resident pays the costs associated with the assisted living apartment or the comprehensive nursing care unit.

5. Statement describing the provisions that have been or will be made to comply with the operating reserve requirements and a general statement as to the investment policy related to the required reserves, including how often the reserve fund investment is reviewed and by whom.

Section 10-402 of the Human Services Article of the Maryland Code requires that continuing care retirement communities create an operating reserve of 15% of annual net operating expenses. Goodwill invests the operating reserve funds in low risk investment vehicles such as money market, treasury notes, fixed-income, long term growth, etc., maintaining the funds in reasonably liquid forms in the judgment of Goodwill and/or its investment broker. Goodwill's Board of Trustees reviews the operating reserve fund investments annually.

The following schedule represents the calculation of the projected operating reserve for the ten (10) year phase-in period to meet the operating reserve requirements. Please note that this schedule has been prepared based on the year in which the operating reserve is to be funded, and therefore, the actual calculation presents the operating expenses incurred from the prior year.

The operating reserve requirement was funded as of 3/31/2023

Goodwill Mennonite Home, Inc.

For the Year Ended March 31, 2023

Operating reserve

	2023
Total operating expenses per financial statements for year ending March 31, 2022	\$13,839,403
Less: Depreciation and Bad Debt	<u>-863,866</u>
Operating expenses for operating reserve calc.	\$12,975,537
Statutory reserve percentage	<u>25%</u>
Statutory reserve amount before adjustment for certified units	<u><u>\$3,243,844</u></u>
Total certified units	56
Total number of units	180
Percentage of units certified	31.11%
Statutory reserve based on number of units	\$1,009,172

A copy of the most recent certified financial statements.

The auditor for Goodwill is Fike, Conner and Associates, P.A. The official audit results are presented annually with comments to the Goodwill Board of Trustees and are attached to this Disclosure Statement as "Exhibit A".

6. A description of the long-term financing for the facility.

Goodwill does not have any long-term financing.

7. Financial Ratios

Net Operating Ratio: -11.10%-

Net Operating Margin Ratio – Adjusted: -8.16%-

Operating Ratio: 110.28%

Operating Margin Ratio: -15.17%

Total Excess Margin Ratio: -14.90%

Days Cash on Hand: 148.78

Debt Service Coverage Ratio: No Debt Service

Age of Facility: 1958

8. Cash flow forecast statement for the current and next two fiscal years. - Attached

9. The names and occupations of the officers, directors, trustees, managing or general partners, and any other persons with a 10% or greater equity or beneficial interest in Goodwill , and a description of the financial interest in or occupation with Goodwill.

As a not-for-profit, nonstock Corporation, no individual person owns an equitable or beneficial interest in Goodwill.

Board of Trustees:

Occupation:

Tim Tice, President

Executive

Brad Maust, Vice President

Business Owner

Nick Guingrich, Secretary

Business Owner

Tim Bender, Treasurer

Business Owner

James Dornburg

PTA

James Yoder

Retired

Kris Graber

Nurse

Mike Gregory

Manager

Gordon Bender

Retired, Resident, Goodwill Retirement Village

10. The name and address of any professional service firm, association, trust, partnership, company, or corporation in which a person identified in item 9 has a 10% or greater financial interest and which is anticipated to provide goods, premises, or services to the facility or GOODWILL of a value of \$10,000 or more within any fiscal year, including a description of the goods, premises, or services and their anticipated cost to the facility or provider. However, the disclosure of salary, wage, or benefit information of employees of the provider is not required.

In Fiscal year 2023, Mossy Horn Construction, 19795 Garret highway, Oakland, MD 21550 replaced stairs and concrete walkways for a total cost of \$37,400.

In Fiscal year 2023, Byco Enterprises, 11746 Bittinger Road, Gratsville, MD 21536 completed installation of a new air conditioning system for North Wing, added a pressure tank and heater in the Assisted Living, and other minor plumbing and electrical repairs for a total cost of \$179,059.61.

11. Name and address of the manager/management company if the facility is managed on a day-to-day basis by a person other than an individual directly employed by GOODWILL, and a description of the business experience, if any, of the manager or company in the operation or management of similar facilities.

Goodwill is not managed by a third-party manager or management company.

12. Description of any matter in which an individual identified in item 9 was convicted of felony or pleaded *nolo contendere* to a felony charge, if the felony involved fraud, embezzlement, fraudulent conversion, or misappropriation as a fiduciary; or has been subject to an effective injunctive or restrictive order of a court of record or, within the past 10 years, had any state or federal license or permit suspended or revoked as a result of an action brought by a governmental agency, arising out of or relating to business activity or health care, including actions affecting a license to operate any facility or service for aging, impaired, or dependent persons.

None of the members of the Board of Trustees of Goodwill nor any member of the senior management team has ever been: (i) convicted of a felony or pleaded *nolo contendere* to a felony charge; (ii) held liable or enjoined in any civil action by a final judgment in any action involving fraud, embezzlement, fraudulent conversion or misappropriation as a fiduciary; or (iii) subject to an effective injunctive or restrictive order of a court of record or within the past ten (10) years had any state or federal license or permit suspended or revoked as a result of an action brought by a governmental agency, arising out of or relating to business activity or health care, including actions affecting a license to operate any facility or service for aging, impaired or dependent persons.

13. A description of the form of governance of Goodwill, including the composition of the governing body, and a statement that the provider shall satisfy the requirements of §§10-426 and §§10-427 of this subtitle.

Goodwill, as a not-for-profit corporation, is managed under the direction of its nine (9) member Board of Trustees.

Goodwill's Articles of Incorporation and Bylaws require that the members of Goodwill's Board of Trustees (except for the Community's resident representative) must be members of the various churches in Garrett County, Maryland, and Somerset County, Pennsylvania which are affiliated with the Conservative Mennonite Conference. However, no organization or constituent body of the conservative Mennonite Conference has a contractual or financial responsibility for the obligations of Goodwill.

One resident of Goodwill's Continuing Care Retirement Community is a member of the Board of Trustees. When the subscriber board member position becomes vacant, a replacement candidate

is nominated by the executive committee in consultation with management and the resident association and then presented for approval at the next corporation meeting.

In addition, a Goodwill officer will meet at least annually with the residents to present a summary of Goodwill's operations, significant changes from the previous year, and the goals and objectives for the next year. The officer shall receive and answer questions from residents at this annual meeting.

14. A description of the conditions under which Goodwill may be issued a certificate of registration and may use escrowed deposits, and a statement of the amount of the subscriber's deposit that may be used.

Sections 10-401 through 10-499 of the Human Service Article of the Maryland Annotated Code require a preliminary certificate of registration before a provider may offer or enter into continuing care agreements for any new units.

Sections 10-401 through 10-499 of the Human Service Article also require an initial certificate of registration before a provider may operate a facility offering continuing care. The Maryland Department of Aging (the "Department") shall issue an initial certificate of registration when all of the following conditions have been met: (i) a preliminary certificate of registration has been issued; (ii) all licenses and certifications and letters of exemption from the Department of Health and Mental Hygiene ("DHMH"), the Maryland Health Care Commission ("MHCC") and the Department have been obtained; (iii) agreements have been executed for at least sixty-five percent (65%) of the independent living units, and ten percent (10%) of the total entrance fee has been paid for each unit for which an agreement has been executed; (iv) there is a written commitment for permanent long-term financing, if applicable; (v) closing on construction financing has taken place, if applicable; and (vi) the form and substance of all advertising and other promotional materials are not deceptive, misleading, or likely to mislead. Each year thereafter, the Department shall issue a renewal certificate of registration when the Department receives a renewal application and determines that the requirements of Sections 10-401 through 10-499 have been met.

Sections 10-401 through 10-499 of the Human Services Article of the Maryland Annotated Code provides that all deposits and entrance fees shall be held in an escrow account in a Maryland financial institution until the following conditions have been met: (i) an initial certificate of registration has been issued; (ii) construction is completed; (iii) a certificate of occupancy, or the equivalent by the appropriate local jurisdiction, has been issued; and (iv) all appropriate licenses and certificates have been issued. When the Department determines that the above conditions have been met, the Department shall issue written approval to the provider permitting the withdrawal of deposits and entrance fees from escrow for use by the provider.

The portion of the Entrance Fee to be refunded after the Occupancy Date, if any, is not held in trust or escrow for the benefit of Resident after the Occupancy Date. Carefully read the Residence and Care Agreement for the conditions that must be satisfied before Goodwill is required to pay the Entrance Fee refund.

15. Summary of basic services provided under the continuing care agreement, including the extent to which health related services are furnished, that clearly states which services are indicated in the agreement as included in the basic fee or fees and which services are or will be made available at or by Goodwill at an extra charge.

The resident's rights under the Residence and Care Agreement are not proprietary and do not include any right, title or interest in the real or personal property of Goodwill, nor does any resident have the right to transfer, convey, assign or divide his or her rights under the Residence and Care Agreement. The resident's rights are primarily for services with a contractual right to occupancy.

A. Residential Facilities and Services

The following benefits and services are available to all residents at no extra fee:

- Independent living cottages with neutral-colored walls, washer, dryer, range, sink, garbage disposal and refrigerator in the kitchen area, individual thermostatic control for heating, an emergency call system, pre-wiring for a telephone and pre-wiring for cable television reception;
- Private connected garage for each cottage;
- Free parking for resident and resident's guests in designated areas;
- Use of all public rooms and outdoor areas;
- Housekeeping services in the assisted living apartments and comprehensive nursing care facility;
- Monitoring of emergency alarms;
- Removal of snow from main roads, driveways, sidewalks and common areas;
- Complete maintenance of all buildings, grounds, and equipment, except as noted in the Residence and Care Agreement;
- Supervision of buildings and grounds; and
- Individual mailboxes.

Services or items not listed above are not included as part of the services and items received under the Monthly Charge. The following services are available to residents of Goodwill for purchase at additional cost on an individual basis:

- Utilities
- Beauty salon and barber shop;
- Transportation to appointments if arranged in advance;
- Fax transmission;
- Copier use; and
- Group trips arranged for special cultural, social, sporting and scenic excursions.

B. Assisted Living and Comprehensive Nursing Care

If a resident relocates to an assisted living apartment or comprehensive nursing care unit on a temporary basis, the resident will sign another agreement and pay the Monthly Charge for the

independent living accommodation in addition to the Daily Rate for the new accommodation and for any additional services that are required. If the resident transfers on a permanent basis to an assisted living apartment or comprehensive nursing care unit, the resident will enter into a new agreement for the type of accommodation that he or she is entering, be responsible for the Daily Rate for the new accommodation and for any additional services that are required, and will release the independent living cottage.

1. Assisted Living

The Daily Rates for assisted living depend upon the level of care provided to the resident. However, the following items/services are included in all of the Daily Rates for the assisted living apartment:

- Apartment with single room and private bathroom;
- Locks on apartment door and locked drawer in apartment;
- Three meals per day and snacks as appropriate;
- Registered dietician review of meals;
- Utility services (heat, electricity, water, sewage);
- Trash removal;
- Bed and bath linens (Resident may provide their own);
- Bed, bedside table and lamp, chair, dresser (Resident may provide their own);
- All building maintenance services and supplies;
- Social services and activities programming;
- Emergency nurse call system;
- Housekeeping services;
- Nursing services as described in the Residence and Care Agreement.

Some of the items and services not covered by the Daily Rate that are available in the Community include:

- Physician services;
- Medications;
- Medical equipment and supplies;
- Therapy services;
- Dental services;
- Podiatry services;
- Vision services;
- Beautician and barber services;
- Name tags for clothing;
- Transportation services;
- Private TV and cable services;
- Private telephone and telephone charges;
- High speed wireless internet;
- Specially prepared food except if ordered by the physician;
- Audiology services;
- Psychiatric services; and
- Psychology services.

2. Comprehensive Nursing Care

Goodwill participates in the Medicare and Medicaid programs. The items and services included in the Daily Rate for comprehensive nursing care are:

- Room;
- Board;
- Social services; and
- Nursing care, including the provision of:
 - the administration of prescribed medications, treatments and diet;
 - care to prevent skin breakdown, bedsores and deformities;
 - care to keep the resident comfortable, clean and well-groomed; and
 - care necessary to encourage, assist and train the resident in self-care and group activities.

Some of the Items and services available in the Community that are not included in the Daily Rate are listed below. The services marked (*) may have a separate supply charge. Residents will be notified of those charges at the time the supplies are ordered.

- Catheter Care*, colostomy care*, decubitus care*, suctioning*, tracheotomy care*, tube feeding*, incontinent care*, IV therapy*, laundry* (All of these services are included in the Daily Rate but they may have a supply charge.)
- Laboratory services;
- Oxygen Therapy*;
- Radiology;
- Physician services;
- Medications;
- Medical equipment and supplies;
- Physical and Occupational Therapy services*;
- Dental services;
- Podiatry services;
- Vision services;
- Beautician and barber services;
- Name tags for clothing;
- Transportation services;
- Private TV and cable services;
- Private telephone and telephone charges;
- High speed wireless internet;
- Specially prepared food except if ordered by the physician;
- Audiology services;
- Speech therapy;
- Psychiatric services; and
- Psychology services.

16. Statement that Goodwill shall amend its Disclosure Statement if an

amendment is necessary.

Goodwill will amend promptly this Disclosure Statement if, at any time, Goodwill or the Department of Aging is of the opinion that an amendment is necessary to prevent the Disclosure Statement from containing any material misstatement of facts, as required by Section 11C of the Continuing Care Act to be stated in this Disclosure Statement, or omits a material fact required by Section 11C of the Continuing Care Act to be stated in this Disclosure Statement.

17. Description of any activity involving a renovation or an expansion during the preceding fiscal year or proposed for the current fiscal year.

In FY 23, a large portion of the parking lot was repaved and concrete was re-poured. Other aging infrastructure such as HVAC systems were replaced.

18. Description of any financial arrangements Goodwill has made to address the renewal and replacement of the buildings and improvements at the facility.

Goodwill has not established a special renewal or replacement fund.

19. Statement if it is Goodwill's policy to impose a surcharge on some, but not all, subscribers because of some condition or circumstance and that the surcharge will not be considered part of the entrance fee in the statutory refund.

Goodwill does not currently impose any surcharge.

20. A description of the existence and role of the Residents' Association.

Residents have the right to participate fully in a Residents' Association and to meet privately to conduct business. However, on February 18, 2004, the residents chose not to form a Residents' Association. Therefore, Goodwill will continue to work closely with the residents to encourage their suggestions and to address all of their concerns.

21. A description of the internal grievance procedure.

Goodwill has established an internal grievance procedure to address resident grievances. A resident or group of residents collectively may submit a grievance in writing to the Retirement Village Manager. Goodwill will send a written acknowledgement to the resident or group of residents within five days after receipt of the written grievance. Goodwill will assign personnel to investigate the grievance. A resident or group of residents who file a written grievance are entitled to a meeting with management of Goodwill within 30 days after receipt of the written grievance, in order to present the grievance. Goodwill will provide a response in writing within 45 days after receipt of the written grievance as to the investigation and resolution of the grievance.

Within 30 days after Goodwill provides its response to the grievance, a resident, group of residents, or Goodwill may seek mediation through one of the community mediation centers in the

State or another mediation provider. If a resident, group of residents, or Goodwill seeks mediation under the preceding sentence, the mediation shall be nonbinding.

EXHIBIT A: MOST RECENT CERTIFIED FINANCIAL STATEMENT UNDER GAAP

Goodwill Mennonite Home, Inc., Financial Report, March 31, 2022, AND 2021 – Attached

EXHIBIT B - ORGANIZATIONAL CHART

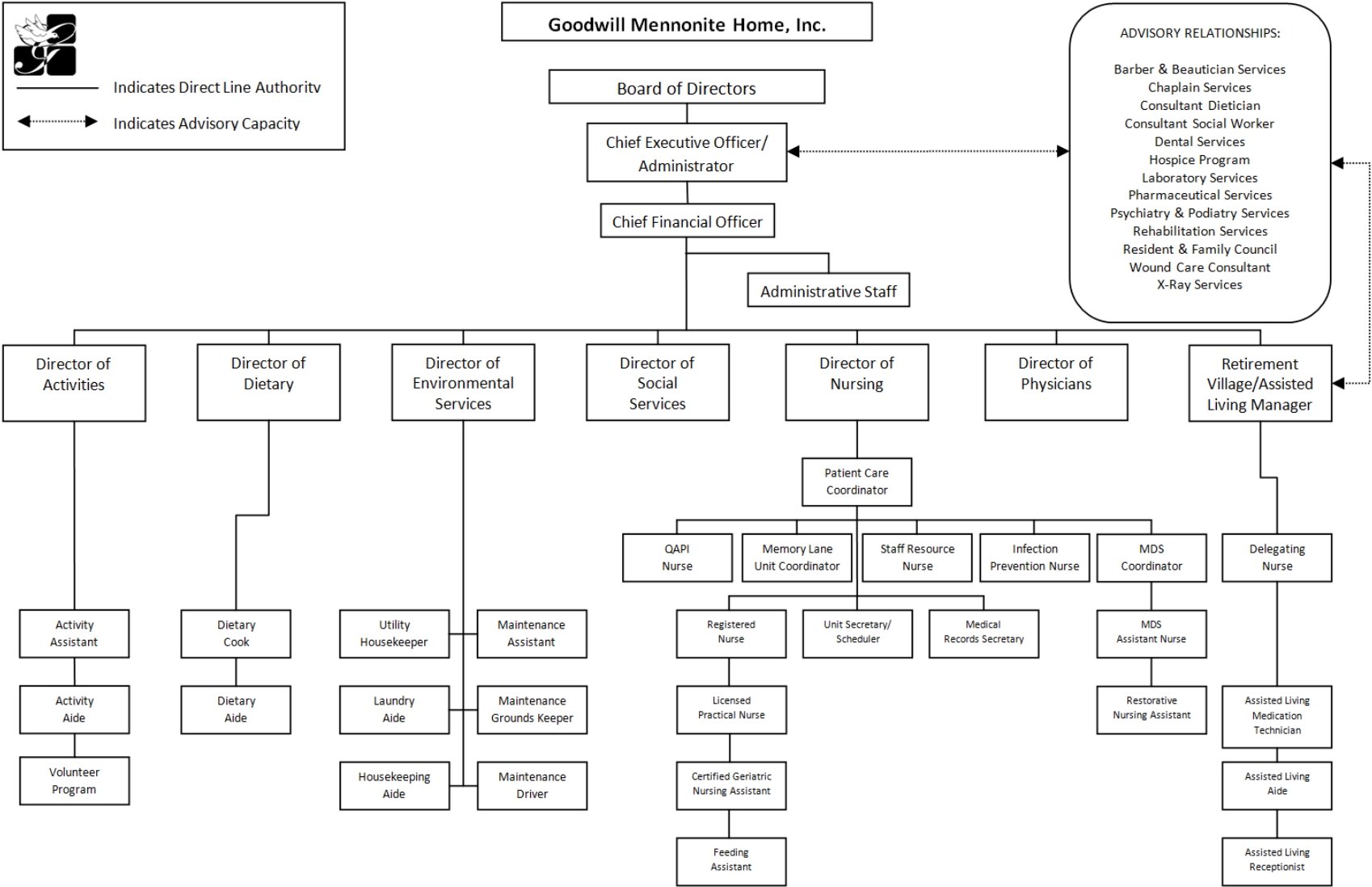


EXHIBIT C - FEES

Rates for the Comprehensive Care (“SNF”) and Assisted Living accommodations are per diem rates unless otherwise specified.

SNF (Skilled Nursing)

Semi-Private Room Rates	10/1/19	10/1/20	1/1/21	1/1/22	4/1/23
Light level of care	\$269.00	\$280.00	\$280.00	\$280.00	\$320.00
Moderate level of care	\$310.00	\$322.00	\$322.00	\$322.00	\$362.00
Heavy level of care	\$340.00	\$354.00	\$354.00	\$354.00	\$394.00

Private Room Rates

Light level of care	\$282.00	\$293.00	\$293.00	\$293.00	\$333.00
Moderate level of care	\$323.00	\$335.00	\$335.00	\$335.00	\$375.00
Heavy level of care	\$353.00	\$367.00	\$367.00	\$367.00	\$407.00

Assisted Living

	11/1/19	10/1/20	1/1/21	1/1/22	4/1/23
Level 1- Low level of care	\$90 .00 – \$119.00	\$129	\$129	\$129	\$139
Level 2 - Moderate level of care	102.00 – 136.00	\$147	\$147	\$147	\$157
Level 3 - High level of care	\$137.00 – 184.00	\$196	\$196	\$196	\$199

Retirement Village

	10/1/19	10/1/20	10/1/21	1/1/22	4/1/23
Monthly Maintenance Fee	\$350.00	\$350.00	\$350.00	\$500.00	\$500.00
Entrance Fee –Two Bedroom*	\$110,000.00	\$110,000.00	\$110,000.00	\$125,000.00	\$125,000.00
Entrance Fee – One Bedroom*	\$100,000.00	\$100,000.00	\$100,000.00	\$115,000.00	\$115,000.00

* Carefully read the Residence and Care Agreement for the conditions that must be satisfied before Goodwill is required to pay the entrance fee refund.

Prices increased due to improvements, services and rates within the competitive marketplace.