



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HUMAN SERVICES



CERTIFICATE OF COMPLIANCE

This Certificate is hereby granted to **FREDERICK MENNONITE COMMUNITY**

LEGAL ENTITY

To operate **FREDERICK LIVING - MAGNOLIA HOUSE**

NAME OF FACILITY OR AGENCY

Located at **2849 BIG ROAD, ZIEGLERVILLE, PA 19492**

(COMPLETE ADDRESS OF FACILITY OR AGENCY)

| | |
|--|--|
| <small>ADDRESS OF SATELLITE SITE</small> | <small>ADDRESS OF SATELLITE SITE</small> |
| <small>ADDRESS OF SATELLITE SITE</small> | <small>ADDRESS OF SATELLITE SITE</small> |
| <small>ADDRESS OF SATELLITE SITE</small> | <small>ADDRESS OF SATELLITE SITE</small> |

To provide **Personal Care Homes**

TYPE OF SERVICE(S) TO BE PROVIDED

The total number of persons which may be cared for at one time may not exceed **104**
or the maximum capacity permitted by the Certificate of Occupancy, whichever is smaller.

(MAXIMUM CAPACITY)

Restrictions: _____

This certificate is granted in accordance with the Human Services Code of 1967, P.L. 31, as amended, and Regulations

55 Pa.Code Chapter 2600: Personal Care Homes

(MANUAL NUMBER AND TITLE OF REGULATIONS)

and shall remain in effect from **July 22, 2020** until **July 22, 2021**,
unless sooner revoked for non-compliance with applicable laws and regulations.

No: **127720**

Robert E. Robinson

ISSUING OFFICER

[Signature]

Deputy Secretary

NOTE: This certificate is issued for the above site(s) only and is not transferable
and should be posted in a conspicuous place in the facility.



May 15, 2020

Mr. Jeremy Kauffman
Interim CEO
Frederick Mennonite Community
2849 Big Road - Office
Zieglerville, Pennsylvania 19492

RE: Frederick Living – Magnolia House
Certificate #: 127720

Dear Mr. Kauffman:

The Department has received your May 1, 2020 renewal application to operate the above Personal Care Home pursuant to Title 55, PA Code, Chapter 2600. A regular license is being issued in response to your application. Your license is enclosed.

Please be advised that, pursuant to 55 Pa.Code § 20.31 (relating to annual inspection), the Department is required to conduct an onsite inspection of the above Personal Care Home at least once every twelve months. The Department will conduct an inspection of Frederick Living – Magnolia House within the next twelve months. If evidence of noncompliance with Title 55, PA Code, Chapter 2600 is found during the inspection, the Department will take appropriate enforcement action.

If you have any questions about the Department's process, please contact the Bureau of Human Services Licensing's Provider Support Hotline at 1-866-503-3926 or by electronic mail at ra-pwarlheadquarters@state.pa.us.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Hancock", is written over a light blue horizontal line.

Kevin Hancock
Deputy Secretary
Office of Long-term Living

Enclosure
License

RENEWAL APPLICATION FOR EXISTING CERTIFICATE OF COMPLIANCE
APPLICATION IS MADE HEREWITH TO RENEW THE CERTIFICATE OF COMPLIANCE TO OPERATE
THE FACILITY/AGENCY TO PROVIDE THE SERVICE SPECIFIED

TYPE OR USE PEN, SIGN AND RETURN

IDENTIFICATION

14600160002

| | | | |
|---|---|--|--|
| 1. NAME OF AGENCY/FACILITY FREDERICK LIVING - MAGNOLIA HOUSE | | TELEPHONE NUMBER (610) 754-7878 | |
| FACILITY ADDRESS 2849 BIG ROAD - OFFICE Zieglerville PA 19492 | | E-MAIL FOR FACILITY (NOT the WEB site URL) DSAMA1@frederickliving.org LSTRAUSSER@FREDERICKLIVING.ORG | 3. COUNTY MONTGOMERY |
| 2. NAME OF LEGAL ENTITY FREDERICK MENNONITE COMMUNITY | | TELEPHONE NUMBER | |
| MAILING ADDRESS (CORRESPONDENCE TO BE DELIVERED TO) 2849 Big road - office Zieglerville PA 19492 | | E-MAIL FOR LEGAL ENTITY (NOT the WEB site URL) DSAMA1@frederickliving.org LSTRAUSSER@FREDERICKLIVING.ORG | 4. DATE CERTIFICATE EXPIRES 07/22/2020 |
| 5. CERTIFICATE NUMBER 127720 | | 6. NAME AND TITLE OF LEGAL ENTITY REPRESENTATIVE | |
| 7. TYPE OF SERVICE PROVIDED PERSONAL CARE HOMES | | FEIN OR SSN 23-138-2402 | |
| 8. REQUESTED/LICENSED CAPACITY (PERSONAL CARE HOMES AND ASSISTED LIVING FACILITIES) ch # 101651 \$ 50.00 | | | |
| 9. TYPE OF OPERATION <input type="checkbox"/> PROFIT <input checked="" type="checkbox"/> NON-PROFIT | 10. TYPE OF OWNERSHIP/CONTROL <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> ASSOCIATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> FOREIGN PART <input type="checkbox"/> LLP <input type="checkbox"/> LP <input type="checkbox"/> GOVERNMENT <input type="checkbox"/> SCHOOL DISTRICT <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> FOREIGN CORP <input type="checkbox"/> LLC <input type="checkbox"/> OTHER | | |
| 11. PRIOR LICENSE STATUS Has the agency/facility (Item 1) or Legal Entity (Item 2), or the Person Responsible (Operator) (Item 6), or the person signing the application ever been denied a Certificate or License, had a Certificate of Compliance or License revoked, or had a Certificate of Compliance or License non-renewed in Pennsylvania or any other state? <input type="checkbox"/> YES (IF YES, EXPLAIN ON SEPARATE SHEET) <input checked="" type="checkbox"/> NO | | | |
| 12. PLEASE ANSWER THE FOLLOWING (IF YES, EXPLAIN ON SEPARATE SHEET) HAS THE LEGAL ENTITY, OWNER, OR OPERATOR EVER: A BEEN CONVICTED OF A FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO B BEEN CONVICTED OF A CRIME INVOLVING CHILD ABUSE, CHILD NEGLECT, MORAL TURPITUDE, OR PHYSICAL VIOLENCE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO C BEEN NAMED A PERPETRATOR IN AN INDICATED OR FOUNDED REPORT OF CHILD ABUSE IN ACCORDANCE WITH THE CHILD PROTECTIVE SERVICE LAW (11 P.S. 2201-2225) OR THE CARE-DEPENDENT SERVICES ACT (18 PA.C.S. 2713)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | | |
| 13. CURRENT STATUS OF LEGAL ENTITY, OWNER OR OPERATOR IS THE LEGAL ENTITY, OWNER, OR OPERATOR CURRENTLY CHARGED WITH A FELONY OR MISDEMEANOR? <input type="checkbox"/> YES (IF YES, EXPLAIN ON SEPARATE SHEET) <input checked="" type="checkbox"/> NO | | RECEIVED MAY 01 2020 | |

DECLARATION

Human Services Licensing

Any false information or statement knowingly given in this application is punishable under section 4904 of the PA Crimes Code.

I understand that the Certificate of Compliance will be issued to me on the condition that I will operate the above named facility or agency in accordance with the laws of the Commonwealth of Pennsylvania and with the rules and regulations of the Department of Human Services; Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; the Rehabilitation Act of 1973; and the PA Human Relations Act of 1955; and I hereby declare that the information given in this application is true to the best of my knowledge.

Jeremy Kaufman
NAME (Type or Print)

Joey Keph
SIGNATURE OF THE LEGAL ENTITY REPRESENTATIVE
(Where the legal entity is a corporation, the signature must be of a corporate officer)

Interim CEO
TITLE

4/24/2020
DATE

Notice. Any notice hereunder shall be given in writing to the party for whom it is intended to the following addresses or such future addresses as may be designated in writing:

Property Agent: Notice will be sent to the address provided for registration above.

United States Postal Service: Notice should be provided to [provide USPS contact information]

No Waiver. If either the Property Agent or USPS shall overlook, excuse, condone or suffer any default, breach, non-observance, improper compliance or non-compliance by the other of any obligation hereunder, this shall not operate as a waiver of such obligation in respect of any continuing or subsequent default, breach, or non-observance, and no such waiver shall be implied but shall only be effective if expressed in writing.

Integration. This Agreement constitutes the full and complete agreement between the parties and supersedes any and all prior representations, promises, and/or understandings pertaining to the subject matter hereof. No modifications to this Agreement are binding unless made in writing and signed by the parties.

Severability. Should any provision or provisions of this Agreement be illegal or not enforceable, it or they shall be considered separate and severable from this Agreement and its remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.

Interpretation, Construction, Choice of Law. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties hereto. This Agreement shall be governed by the Federal laws of the United States.

Claims and Disputes. This Agreement, and any dispute arising hereunder, is subject to the Contract Disputes Act of 1978 (41 U.S.C. §§ 7101-7109).


Attachments. In the event that one or more Attachments are intended to be included with this Agreement, then any such Attachments appended hereto are made a part of this Agreement and are incorporated herein by this reference.

By signing below, the parties agree to be bound by the terms and conditions of this Agreement, its Bill of Sale, and any applicable attachments as determined below and attached hereto.

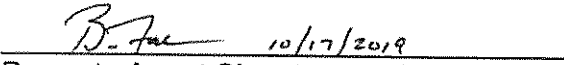
Attachments (circle if applicable):

USPS-MOD-A1

USPS-MOD-A2



USPS Signature and Date



Property Agent Signature and Date

District Manager Signature and Date

Area Vice President Signature and Date

the Postal Service and the Property Agent for the placement of Delivery Equipment at the agreed upon location(s) indicated on the plot map. Property Agent accepts the Delivery Equipment pursuant to the Bill of Sale in Section V below.

V. BILL OF SALE

1. In consideration for the agreement by Property Agent to modify the mode of delivery for the address(es) described in this Agreement, the USPS does hereby sell, convey, transfer and deliver to Property Agent the following personal property:

The Delivery Equipment and any fixtures to attach that Delivery Equipment to the property of the Property Agent (collectively, the "Personal Property"),

subject, however, to USPS's right to uninstall Delivery Equipment in the event that the installation and use of the Delivery Equipment on the property of the Property Agent violates any laws, rules, regulations or ordinances applicable to the USPS.

2. USPS warrants that USPS is the legal owner of the Personal Property and that the Personal Property is free of all liens and encumbrances.
3. Except as set forth in item 2 immediately above, the Personal Property is transferred in "as is" condition without representations or warranties of any kind, expressed or implied, of merchantability, fitness for a particular purpose, condition, design operation, capacity or otherwise.
4. The Personal Property shall be delivered to Property Agent on the Date of Installation agreed upon in this Agreement.
5. This Bill of Sale shall be governed by and construed in accordance with Federal law.
6. This Bill of Sale shall bind and inure to the benefit of Property Agent and the USPS and their respective successors and assigns.

VI. Installation and Maintenance

- a. Property Agent shall pay for every cost associated with the installation of the Delivery Equipment.
- b. Property Agent shall pay for every cost associated with the current and future maintenance and replacement of the Delivery Equipment, except in the limited circumstances regarding keys and locks if the Responsible Party is noted as the USPS in Section IV above.

VII. General Terms and Conditions

Binding on Successors and Assigns. Property Agent, on behalf of itself and each and every owner of the Properties, understands and agrees that this Agreement binds and shall inure to the benefit of Property Agent and to each and every owner of the Properties covered by this Agreement and their respective successors and assigns, agents, employees, servants, tenants, occupants. All parties hereto agree that the owner of each Property shall include this Agreement in any document transferring rights in the Property to any successor in ownership for that Property. This Agreement and any obligation for future maintenance and replacement of the Delivery Equipment contained herein shall survive any expiration, termination or modification of this Agreement. Property Agent represents that it is or acts on behalf of (a) the only person or entity with an interest in the Property (b) the only person or entity with authority to enter into this Agreement and bind owner(s) to the terms and conditions set forth herein and (c) that it has the legal capacity to execute this Agreement, including but not limited to, in the case of a Property Agent that is an individual, being of sound mind, being capable of understanding the language of this Agreement, and being of the age of majority.

III. Residential Property (if commercial, leave blank and proceed to Section IV)

| <u>Type of Project</u> | <u>Deliveries</u> | <u>Equipment-Type #</u> | <u>Pad size</u> |
|---------------------------|-------------------|-------------------------|-----------------|
| Apartment complex (walk) | _____ | _____ | _____ |
| Apartment complex (other) | _____ | _____ | _____ |
| Mobile Homes | _____ | _____ | _____ |
| Townhouses | _____ | _____ | _____ |
| Condos | _____ | _____ | _____ |
| Single family homes | _____ | _____ | _____ |
| Other | _____ | _____ | _____ |

ADDITIONAL COMMENTS:

- Customer signatures must be obtained prior to a conversion.
 - In single-family housing areas (including manufactured housing and mobile homes) where the residences and lots are owned, each owner must agree to the conversion in writing. Owners who do not agree must be allowed to retain their current mode of delivery.
 - If an owners' association or developer represents the community, it can direct the mode of delivery for the community.
 - In rental areas, such as apartment complexes and mobile home parks, the owner or manager can approve a conversion.
- When a residence is sold, the mode of delivery cannot be changed arbitrarily prior to the new resident moving in. The existing mode of delivery must be retained absent an agreement otherwise.

IV. Equipment Provided and Installation Requirements

EQUIPMENT (ENTER # OF PIECES)

| TYPE I | TYPE II | TYPE III | TYPE IV | TYPE V | TYPE VI | TOTAL |
|--------|---------|----------|---------|--------|---------|-------|
| | | | | | | |

Comments:

DATE OF INSTALLATION: _____

Circle the Responsible Party

| | | |
|----------------|------|---|
| Property Agent | USPS | Shall pay for every cost associated with the purchase of the Delivery Equipment. |
| Property Agent | USPS | Shall pay for every cost associated with the issuance of keys to occupants. |
| Property Agent | USPS | Shall pay for every cost associated with the changing of locks to the Delivery Equipment. |

Location and installation of all Delivery Equipment must be approved by Postal Service representative to confirm ready and reasonable access to the Delivery Equipment, as well as compliance with any applicable federal laws. See attached site map of complex, for pad(s) location and box configuration onto pad(s). This notice will serve as an Agreement/Letter of Consent between

MODE OF DELIVERY AGREEMENT

This agreement outlines the commitments made by the United States Postal Service, and by the business/property owner either on its own or by and through its agent, manager, or representative (collectively, "Property Agent"), for establishment or conversion of a delivery mode and for the installation, maintenance, and replacement of a Cluster Box Unit (the "Delivery Equipment") at the site and delivery points listed below for the property addresses covered by this Agreement (individually, a "Property" and collectively, the "Properties"). The Agreement is entered into voluntarily by the parties and is for a permanent change in the mode of delivery.

I. General Information

| | |
|--|--------------------------|
| District | PHILADELPHIA METRO |
| Area | EASTERN |
| Postal Service Representative | JOHN WHELAN (POSTMASTER) |
| Property Management Company | FREDERICK LIVING |
| Management Representative | BRIAN FALLON |
| Primary Address of Location and Addresses Covered by this Agreement | 2849 BIG RD |
| City, State, Zip Code | ZIEGLERVILLE PA 19492 |
| Range of Possible Deliveries (Start-End) | 2849 Big Rd |
| Number of Possible Deliveries Converted | 5 drops |
| Route # | 19492H001 |

II. Commercial Property (if residential, leave blank and proceed to Section III)

This project is: **NEW CONSTRUCTION** ___ **RENOVATION** ___
 Estimated 1ST Occupancy Date: _____ 10% Occupancy: _____ Completion: _____
Delivery options will be explained by Postal Service representative

| <u>Type of Project</u> | <u>Deliveries</u> | <u>Equipment-Type / #</u> | <u>Pad size</u> |
|---------------------------|-------------------|---------------------------|-----------------|
| Office Bldg. (___ Floors) | _____ | _____ | _____ |
| Shopping Mall | _____ | _____ | _____ |
| Strip Mall | _____ | _____ | _____ |
| Other | _____ | _____ | _____ |

ADDITIONAL COMMENTS:

- Postal Service shall:
 - Label all keys and the insides of the Delivery Equipment by suite numbers.
 - Provide an electronic directory for key distribution to tenants.
 - Provide a letter of introduction and instruction "How to Use the CBU and Parcel Lockers."