

**VOLUNTARY RESOLUTION AGREEMENT  
BETWEEN  
UNITED STATES DEPARTMENT OF JUSTICE,  
UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES,  
AND  
GENESIS HEALTHCARE'S DESIGNATED NURSING HOME FACILITIES**

**I. BACKGROUND**

1. The Parties to this Voluntary Resolution Agreement (“Agreement”) are:
  - a. the United States Department of Justice through the U.S. Attorney’s Office for the District of Rhode Island and the District of Massachusetts (“DOJ”), pursuant to its jurisdictional authority under Title III of the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§ 12181-12189, and its implementing regulation, 28 C.F.R. Part 36, and the U.S. Department of Health and Human Services (“HHS”), Office for Civil Rights (“OCR”), pursuant to its jurisdictional authority under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 *et seq.*, and its implementing regulation, 45 C.F.R. Part 84 (“Section 504”), and Section 1557 of the Patient Protection and Affordable Care Act, 42 U.S.C. § 18116 and its implementing regulation, 45 C.F.R. Part 92 (“Section 1557”); and
  - b. Certain skilled nursing facilities, specifically: 10 Woodland Drive Operations LLC, d/b/a Respiratory & Rehabilitation Center of Rhode Island (“RRCRI”), Courtyard Nursing Care Center Partnership d/b/a Courtyard Nursing Care Center, Harborside Massachusetts Limited Partnership d/b/a Hathorne Hill, Westfield Healthcare, LLC d/b/a Westfield Center, Wakefield Healthcare, LLC d/b/a Wakefield Center 40 Parkhurst Road Operations LLC d/b/a Palm Skilled Nursing Care and Center for Rehabilitation Excellence, 120 Murray St Operations LLC d/b/a Glen Ridge Nursing Care, 89 Morton Street Operations LLC d/b/a Academy Manor, and 1801 Turnpike Street Operations LLC d/b/a Sutton Hill Center, all of which are affiliates or subsidiaries of Genesis Healthcare, Inc. (together the “Designated Genesis Facilities”).
2. The Designated Genesis Facilities provide skilled nursing services, post-acute medical services, and rehabilitation programs.
3. This matter was initiated based upon Complaints filed with DOJ, in which Complainants alleged that the Designated Genesis Facilities discriminated against individuals on the basis of disability in violation of Title III of the ADA. Specifically, the Complainants alleged that Designated Genesis Facilities refused to accept individuals for admission to their

facilities because the individuals were being treated with Suboxone® (buprenorphine and naloxone), or other medications approved by the Food and Drug Administration to treat opioid use disorder (“OUD”). For example, in April 2019, when a hospital requested an available bed for its patient who needed skilled nursing services, one of the Designated Genesis Facilities’ staff said that they were unable to take the individual due to his prescription of Suboxone to treat his OUD.

4. As a result of these complaints, DOJ initiated reviews of the Designated Genesis Facilities’ compliance with Title III of the ADA with regard to the Designated Genesis Facilities’ alleged practice of denying admission to individuals who take medication prescribed to treat OUD (USAO # 2019V00080, DJ # 202-66-47).
5. OCR initiated a review of RRCRI’s compliance with Section 504 and Section 1557 with regard to its stated practice of denying admission to individuals who take medication prescribed to treat OUD (OCR # 01-19-349586).
6. The Designated Genesis Facilities do not admit the allegations asserted by the United States herein and are not aware of the clinical or other circumstances of their alleged denials of admission in the referenced compliance reviews. Nonetheless, the Designated Genesis Facilities have agreed to clarify or revise its admissions policies to assure full compliance with the ADA, Section 504, and Section 1557 in connection with medication-assisted treatment for OUD in full conformance with this Agreement.

## **II. JURISDICTION**

7. The Attorney General of the United States is responsible for administering and enforcing Title III of the ADA, 42 U.S.C. §§ 12101-12213, and the relevant regulations implementing Title III, 28 C.F.R. Part 36.
8. OCR is responsible for enforcing Section 504, 29 U.S.C. § 794(a), and its implementing regulation, 45 C.F.R. Part 84, which prohibit discrimination on the basis of disability in any program or activity receiving financial assistance from HHS.
9. OCR is also responsible for enforcing Section 1557, 42 U.S.C. § 18116, and its implementing regulation, 45 C.F.R. Part 92. The Section 1557 implementing regulation provides that, except as provided in Title I of the Patient Protection and Affordable Care Act (ACA), an individual shall not, on the grounds prohibited under Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, or Section 504 of the Rehabilitation Act of 1973, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any health program or activity, any part of which is receiving federal financial assistance from HHS, or under any program or activity that is administered by HHS under Title I of the ACA or by any entity established under Title I of the ACA. 45 C.F.R. § 92.2.

10. Each of the Designated Genesis Facilities is a place of public accommodation because it is a facility that is a health care provider, hospital, or other service establishment. 42 U.S.C. § 12181(7)(F); 28 C.F.R. § 36.104(6) (definition of place of public accommodation). Each of the Designated Genesis Facilities is a private entity that “owns, leases (or leases to), or operates a place of public accommodation” within the meaning of 42 U.S.C. § 12182(a), and is thus subject to the requirements of Title III of the ADA.
11. The Designated Genesis Facilities are recipients of financial assistance from HHS, including through their participation in Part A of the Medicare program, Title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq.*, and the Medicaid program, Title XIX of the Social Security Act, 42 U.S.C. § 1396 *et seq.*, and, thus, subject to the requirements of Section 504. 45 C.F.R. § 84.2. As a health program or activity receiving financial assistance from HHS, each of the Designated Genesis Facilities, are subject to Section 1557. 45 C.F.R. § 92.3(a)(1).
12. Under Title III of the ADA, no individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of a place of public accommodation. 42 U.S.C. § 12182(a); 28 C.F.R. § 36.201(a). Specifically, discrimination includes the imposition or application of eligibility criteria that screen out or tend to screen out an individual with a disability or any class of individuals with disabilities from fully and equally enjoying any goods, services, facilities, privileges, advantages or accommodations, unless such criteria can be shown to be necessary for the provision of the goods, services, facilities, privileges, advantages, or accommodations being offered. 42 U.S.C. § 12182(b)(2)(A)(i). While a public accommodation may impose legitimate safety requirements that are necessary for safe operation, such requirements must be based on actual risks and not on mere speculation, stereotypes, or generalizations about individuals with disabilities. 28 C.F.R. § 36.301(b).
13. Under Section 504 and Section 1557, no qualified individual with a disability shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination by reason of disability in any health program or activity receiving financial assistance from HHS. 29 U.S.C. § 794; 42 U.S.C. § 18116; 45 C.F.R. §§ 84.4(a), 84.52(a)(1); 45 C.F.R. § 92.2. In providing health services or benefits, a recipient of HHS financial assistance may not, on the basis of disability, deny a qualified individual with a disability the opportunity to participate in or benefit from its services, or provide benefits or services in a manner that limits or has the effect of limiting the participation of a qualified individual with a disability. 45 C.F.R. §§ 84.4(b)(1)(i), (b)(4)(i), 84.52(a)(4), 45 C.F.R. § 92.2.
14. Individuals with OUD are protected as an “individual with a disability” within the meaning of the ADA, Section 504, and Section 1557, if the individual has a physical or mental impairment, including opioid addiction, that substantially limits one or more major life activities, which includes the operation of major bodily functions. 42 U.S.C. § 12102; 29

U.S.C. § 705(9) (adopting ADA definition of “disability” at 42 U.S.C. § 12102(1)); 45 C.F.R. § 92.102(c) (adopting the Section 504 definition of “disability” at 29 U.S.C. § 705(9)(B)). *See also* 28 C.F.R. § 36.105(b)(2) (defining physical or mental impairment to include “drug addiction”). Major life activities include caring for oneself, working, learning, concentrating, thinking, communicating, and the operation of a major bodily function, such as neurological and brain functions. The determination whether an impairment substantially limits a major life activity is made without regard to the effect that ameliorating measures – including medication – may have on the impairment. 42 U.S.C. § 12102(4)(E)(i).

15. Individuals with OUD and those perceived to have OUD, are also protected as an “individual with a disability” under the ADA, Section 504, and Section 1557, if they have been “subjected to discrimination because of an actual or perceived impairment, whether or not the impairment limits or is perceived to limit a major life activity.” 42 U.S.C. § 12102(3); 29 U.S.C. § 705(9) (adopting ADA definition of “regarded as having such impairment” at 42 U.S.C. § 12102(3)).
16. Under the ADA, Section 504, and Section 1557, the term “individual with a disability” does not include an individual who is “currently engaging in the illegal use of drugs when the covered entity acts on the basis of such use.” 42 U.S.C. § 12210(a). This exclusion does not apply to individuals who are no longer illegally using drugs and who (1) have successfully completed drug rehabilitation, (2) are participating in a supervised rehabilitation program, or (3) are erroneously regarded as illegally using drugs. 42 U.S.C. § 122210(b); 29 U.S.C. § 705(20)(C)(ii); 45 C.F.R. § 92.102(c).
17. Consistent with paragraphs 12 and 13, the Designated Genesis Facilities’ policy or practice of refusing to admit any individual with OUD, because those individuals are taking medication to treat OUD, excludes individuals with disabilities from the Designated Genesis Facilities’ services, denies such individuals the opportunity to participate in or benefit from the Designated Genesis Facilities’ services on the basis of disability, and imposes eligibility criteria that screens out individuals with disabilities.
18. Ensuring that skilled nursing facilities do not discriminate on the basis of disability is an issue of general public importance. DOJ is authorized to investigate alleged violations of Title III of the ADA, to use alternative means of dispute resolution, where appropriate, including settlement negotiations, to resolve disputes, and to bring a civil action in federal court in any case that raises issues of general public importance. 42 U.S.C. §§ 12188(b), 12212; 28 C.F.R. §§ 36.502, 503, 506.
19. OCR is responsible for investigating complaints and conducting compliance reviews to determine if recipients of HHS funding operate their programs and activities in compliance with Section 504 and Section 1557. OCR has the authority, where appropriate, to negotiate and secure voluntary compliance agreements. If noncompliance cannot be corrected by

informal means, OCR may take any action authorized by law, including, but not limited to, referrals to DOJ or initiation of administrative actions to suspend or terminate financial assistance from HHS.

20. The Parties have reached an agreement that it is in the Parties' best interests, and DOJ and OCR believe that it is in the public interest, to resolve this dispute. The Parties have therefore voluntarily entered into this Agreement as follows:

### **III. ACTIONS TO BE TAKEN**

21. The Designated Genesis Facilities will not discriminate against any individual with a disability on the basis of OUD, including but not limited to, discrimination on the basis of taking medication to treat OUD, by denying such individuals the opportunity to participate in or benefit from the Designated Genesis Facilities' services on the basis of disability or by imposing eligibility criteria that screen out individuals with disabilities on the basis of OUD in violation of Title III of the ADA, Section 504, and Section 1557.
22. The Designated Genesis Facilities will adopt, maintain, and enforce a revised non-discrimination policy. The non-discrimination policy: (a) affirms that the Designated Genesis Facilities do not discriminate in admission or access to its services to persons on the basis of OUD, including on the basis of taking medication to treat OUD, and (b) includes written direction to those with questions, concerns, or complaints on how to make contact with the Designated Genesis Facilities regarding those issues. The Designated Genesis Facilities will conspicuously post the non-discrimination policy in the reception area of the Designated Genesis Facilities and as a link on as well as on the homepage of any current or future Designated Genesis Facilities websites. The non-discrimination policy and the actions identified herein will be implemented within 30 days from the effective date of this Agreement.
23. The Designated Genesis Facilities will adopt, maintain, and enforce a revised admission policy. Under the revised admission policy, the Designated Genesis Facilities: (a) will not deny admission to individuals with disabilities on the basis of OUD or taking medication to treat OUD; (b) will determine whether an individual with OUD is qualified for the services provided at the Designated Genesis Facilities with or without reasonable accommodations; and (c) before excluding an individual with OUD on the basis that he or she poses a significant risk to others, will conduct an individualized assessment, based on reasonable judgment that relies on current medical knowledge or on the best available objective evidence, to ascertain whether the individual poses a significant risk to the health or safety of others that cannot be reduced by reasonable modifications to its policies, practices, or procedures. The admissions policy and the actions identified herein will be implemented within 30 days from the effective date of this Agreement.
24. Within 30 days from the effective date of this Agreement, the Designated Genesis Facilities will provide training on Title III of the ADA, Sections 504, and Section 1557 to the Designated Genesis Facilities employees and contractors who are involved with

admissions to its nursing facility, including training about OUD, medications to treat OUD, and discrimination in general.

25. The Designated Genesis Facilities will ensure that all new employees and contractors who are involved with admissions receive the training referenced in paragraph 24 as a component of new employee training and orientation through the duration of this Agreement. The Designated Genesis Facilities shall provide the training to such new employees and contractors as a part of their standard training for new employees and contractors.
26. All training manuals or written or electronic materials that address the Designated Genesis Facilities' policies and practices and that are used in the trainings required in paragraphs 24 and 25, or created or substantively revised after the effective date of this Agreement, shall be consistent with the provisions of this Agreement.
27. For the duration of this Agreement, the Designated Genesis Facilities shall create and maintain a log that documents each inquiry or referral for admission to Designated Genesis Facilities that involves a prospective resident who is taking medication to treat OUD. The log shall include the names of the entity or individual making the inquiry or referral for admission, the date of the inquiry or referral, whether the prospective resident was taking medication to treat OUD at the time of the referral, and if so, the name of the medication, whether the prospective resident was denied admission, and, if so, a description of the reason for denial. This log should not include the name of the individual referred for admission, and should be maintained in accordance with privacy and security requirements applicable to health information received and maintained by the Designated Genesis Facilities, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule, 45 C.F.R. Parts 160 and 164. This log may be kept in electronic format. Copies of such log shall be provided to DOJ and OCR within 21 days of any written request for it.
28. For the duration of this Agreement and within 21 days of receipt of any written or oral complaint made to the Designated Genesis Facilities alleging a denial of admission of an individual on the basis of OUD or on the basis of taking medication to treat OUD, the Designated Genesis Facilities shall send written notification to counsel for DOJ and OCR with a copy of any such written complaint (or, if an oral complaint was made, a description of the oral complaint) and a complete copy of the Designated Genesis Facilities' response.
29. The Designated Genesis Facilities will notify DOJ and OCR in writing when it has completed the actions described in paragraphs 22 and 23. Notification of the Designated Genesis Facilities' completion of the training described in paragraphs 24 and 25 will be provided to DOJ and OCR within 60 days of the training. If any issues arise that affect the anticipated completion dates set forth in paragraphs 22 through 30, the Designated Genesis Facilities will immediately notify DOJ and OCR of the issue(s), and the Parties will attempt to resolve those issues in good faith.

30. The Designated Genesis Facilities shall pay a civil penalty to DOJ in the amount of \$60,000 as authorized by 42 U.S.C. § 12188(b)(2)(C) and 28 C.F.R. § 36.504(a)(3), as amended. The payment shall be made as follows:
- a. The Designated Genesis Facilities shall pay \$10,000 to DOJ within 30 days of the effective date of this Agreement and the remainder one year from the effective date of this Agreement.
  - b. Payment of \$50,000 (the “Suspended Payment”) shall be suspended and forgiven if the Designated Genesis Facilities materially comply with the terms of this Agreement for the duration of this Agreement.
  - c. If at any time, DOJ determines that the Designated Genesis Facilities have failed to materially comply with the terms of this Agreement, it shall provide written notice reasonably describing the non-compliance and demanding payment of the Suspended Payment, or of some portion of the Suspended Payment. The Designated Genesis Facilities will then have 30 days to make the payment or cure the non-compliance if it is possible to do so. Alternatively, within the 30-day time-period, the Designated Genesis Facilities may contest or explain the alleged non-compliance or assert that the non-compliance has already been cured or does not need to be cured. If, after the 30-day period, and after fully considering the Designated Genesis Facilities’ explanations, proposals, and attempts to cure, the United States determines that there has been material non-compliance that has not or cannot be cured and notifies the Designated Genesis Facilities of such determination, and the Designated Genesis Facilities fail to make the Suspended payment within five (5) business days of being so notified, the United States may file a civil action in federal court to enforce the payment obligation and take any other action it determines is necessary and appropriate.

#### **IV. OTHER PROVISIONS**

31. In consideration of the terms of this Agreement, DOJ and OCR agrees to close their respective investigations of the Designated Genesis Facilities and will not institute a civil action at this time alleging discrimination based on the allegations described above lodged against the Designated Genesis Facilities, except as provided in this Agreement. DOJ or OCR, however, may review Designated Genesis Facilities’ compliance with this Agreement and/or Title III of the ADA, Section 504, and Section 1557 at any time during the period of this Agreement. Except as related to the facts alleged in the above-mentioned complaints, nothing contained in this Agreement shall be construed as a waiver by DOJ or OCR of any right to institute enforcement proceedings against the Designated Genesis Facilities for violations of any other statutes, regulations, or rules administered by DOJ and OCR or to prevent or limit the right of DOJ and OCR to obtain relief under the ADA, Section 504, or Section 1557 for allegations not related to this Agreement.
32. If DOJ and/or OCR believe that this Agreement or any portion of it has been violated, the agencies will raise its concerns with the Designated Genesis Facilities, and the parties will attempt to resolve the concerns in good faith. If the parties are unable to reach a satisfactory resolution of the issue(s) raised within 30 days of the date that DOJ and OCR provide

notice to the Designated Genesis Facilities, DOJ may institute a civil action in the United States District Court to enforce this Agreement or Title III of the ADA against the Designated Genesis Facilities and/or OCR may take steps to initiate proceedings to effect compliance with Section 504 and Section 1557, as authorized by law, including administrative action to suspend or terminate financial assistance from HHS.

33. Failure by DOJ or OCR to seek enforcement of any provision of this Agreement is not a waiver of the agencies' respective right to enforce any provision of this Agreement.
34. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect, provided, however, that if the severance of any such provision materially alters the rights or obligations of the Parties, the Parties shall engage in good faith negotiations to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the Parties as closely as possible to the initially agreed upon relative rights and obligations. The Parties will not, individually or in combination with one another, seek to have any court declare or determine that any portion of this Agreement is invalid, illegal, or unenforceable.
35. This Agreement is binding on the Designated Genesis Facilities, including all principals, agents, executors, administrators, representatives, employees, beneficiaries, successors, and assigns. In the event that any of the Designated Genesis Facilities seeks to sell, transfer, or assign substantially all of its assets or a controlling membership position in such Designated Genesis Facility during the term of this Agreement, then, as a condition of such sale, transfer, or assignment, that Designated Genesis Facility will obtain the written agreement of the successor, buyer, transferee, or assignee to all obligations remaining under this Agreement for the remaining term of this Agreement.
36. The signatory for the Designated Genesis Facilities represents that he or she is authorized to bind the Designated Genesis Facilities to this Agreement. This Agreement may be executed in counterparts.
37. This Agreement constitutes the entire agreement between DOJ and OCR and the Designated Genesis Facilities on the matters raised herein, and no prior or contemporaneous statement, promise, or agreement, either written or oral, made by any party or agents of any party, that is not contained in this written agreement, including any attachments, is enforceable. This Agreement can only be modified by mutual written agreement of the Parties.
38. This Agreement does not constitute a finding by DOJ and OCR that the Designated Genesis Facilities are in full compliance with the ADA, Section 504, and Section 1557. This Agreement is not intended to remedy any other potential violations of the ADA, Section 504, Section 1557, or any other law that is not specifically addressed in this Agreement, including any other claims for discrimination on the basis of disability. Nothing in this Agreement relieves the Designated Genesis Facilities of their obligations to comply fully with the requirements of the ADA, Section 504, and Section 1557.



39. The Designated Genesis Facilities shall not discriminate or retaliate against any person because of his or her participation in this matter.
40. DOJ and OCR place no restriction on the publication of the Agreement. In addition, DOJ and OCR may be required to disclose material related to this Agreement to any person upon request, consistent with the requirements of the Freedom of Information Act, 5 U.S.C. § 522.
41. All notifications under this Agreement shall be sent to the United States Attorney's Office, District of Rhode Island, 50 Kennedy Plaza, 8th Floor, Providence, RI 02903, Attn: AUSA Amy Romero, United States Attorney's Office, District of Massachusetts, Suite 9200, Moakley Courthouse, One Courthouse Way, Boston, MA, 02210 Attn: AUSA Sara Miron Bloom, and to Susan Pezzullo Rhodes, Regional Manager, Office for Civil Rights, JFK Federal Building, Room 1875, Boston, MA 02203.
42. The effective date of this Agreement is the date of the last signature below.
43. The duration of this Agreement will be two (2) years from the effective date, except that if, one year after execution of this Agreement, DOJ and OCR determine that the Designated Genesis Facilities have substantially complied with this Agreement, DOJ and OCR's review and monitoring of this Agreement shall terminate.

**AGREED AND CONSENTED TO:**

**FOR THE UNITED STATES DEPARTMENT OF JUSTICE:**

RICHARD B. MYRUS  
Acting United States Attorney  
District of Rhode Island



Amy R. Romero  
Assistant U.S. Attorney  
District of Rhode Island

Dated: August 5, 2021

NATHANIEL R. MENDELL  
Acting United States Attorney  
District of Massachusetts



Sara Miron Bloom  
Assistant U.S. Attorney  
District of Massachusetts

Dated: August 5, 2021

**FOR THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES:**

*Susan Pezzullo Rhodes*

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Susan Pezzullo Rhodes  
Regional Manager, New England Region  
Office for Civil Rights,  
Boston, MA 02203

Dated: 8/4/21



**FOR 10 WOODLAND DRIVE OPERATIONS LLC, D/B/A RESPIRATORY & REHABILITATION CENTER OF RHODE ISLAND**

*M Sherman*

Michael Sherman  
Secretary & Asst. Treasurer  
101 E. State Street  
Kennett Square, PA 19348

Dated: *Aug 3, 2021*

As to form:

*Kate McDermott*

Kathleen McDermott  
Partner  
Morgan, Lewis & Bockius, LLP  
1111 Pennsylvania Ave., NW  
Washington, DC 20005

Dated: August 4, 2021

**FOR COURTYARD NURSING CARE CENTER PARTNERSHIP D/B/A COURTYARD NURSING CARE CENTER**

*M Sherman*

Michael Sherman  
Secretary & Asst. Treasurer  
101 E. State Street  
Kennett Square, PA 19348

Dated: *Aug 3, 2021*

As to form:

*Kate McDermott*

Kathleen McDermott  
Partner  
Morgan, Lewis & Bockius, LLP  
1111 Pennsylvania Ave., NW  
Washington, DC 20005

Dated: August 4, 2021

**FOR HARBORSIDE MASSACHUSETTS LIMITED PARTNERSHIP D/B/A HATHORNE HILL**

*M Sherman*

Michael Sherman  
Secretary & Asst. Treasurer  
101 E. State Street  
Kennett Square, PA 19348

Dated: *Aug 3, 2021*

As to form:

*Kate McDermott*

Kathleen McDermott  
Partner  
Morgan, Lewis & Bockius, LLP  
1111 Pennsylvania Ave., NW  
Washington, DC 20005

Dated: August 4, 2021



**FOR WESTFIELD HEALTHCARE, LLC D/B/A WESTFIELD CENTER**

*M Sherman*

Michael Sherman  
Secretary & Asst. Treasurer  
101 E. State Street  
Kennett Square, PA 19348

Dated: *Aug 3, 2021*

As to form:

*Kate McDermott*

Kathleen McDermott  
Partner  
Morgan, Lewis & Bockius, LLP  
1111 Pennsylvania Ave., NW  
Washington, DC 20005

Dated: August 4, 2021

**FOR WAKEFIELD HEALTHCARE, LLC D/B/A WAKEFIELD CENTER**

*M Sherman*

Michael Sherman  
Secretary & Asst. Treasurer  
101 E. State Street  
Kennett Square, PA 19348

Dated: *Aug 3, 2021*

As to form:

*Kate McDermott*

Kathleen McDermott  
Partner  
Morgan, Lewis & Bockius, LLP  
1111 Pennsylvania Ave., NW  
Washington, DC 20005

Dated: August 4, 2021

**FOR 40 PARKHURST ROAD OPERATIONS LLC D/B/A PALM SKILLED NURSING CARE AND CENTER FOR REHABILITATION EXCELLENCE**

*M Sherman*

Michael Sherman  
Secretary & Asst. Treasurer  
101 E. State Street  
Kennett Square, PA 19348

Dated: *Aug 3, 2021*

As to form:

*Kate McDermott*

Kathleen McDermott  
Partner  
Morgan, Lewis & Bockius, LLP  
1111 Pennsylvania Ave., NW  
Washington, DC 20005

Dated: August 4, 2021



**FOR 120 MURRAY STREET OPERATIONS LLC D/B/A GLEN RIDGE NURSING CARE**

As to form:

*M Sherman*

*Kate McDermott*

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Michael Sherman  
Secretary & Asst. Treasurer  
101 E. State Street  
Kennett Square, PA 19348

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Kathleen McDermott  
Partner  
Morgan, Lewis & Bockius, LLP  
1111 Pennsylvania Ave., NW  
Washington, DC 20005

Dated: *Aug 3, 2021*

Dated: August 4, 2021

**FOR 89 MORTON STREET OPERATIONS LLC D/B/A ACADEMY MANOR**

As to form:

*M Sherman*

*Kate McDermott*

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Michael Sherman  
Secretary & Asst. Treasurer  
101 E. State Street  
Kennett Square, PA 19348

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Kathleen McDermott  
Partner  
Morgan, Lewis & Bockius, LLP  
1111 Pennsylvania Ave., NW  
Washington, DC 20005

Dated: *Aug 3, 2021*

Dated: August 4, 2021

**FOR 1801 TURNPIKE STREET OPERATIONS LLC D/B/A SUTTON HILL CENTER**

As to form:

*M Sherman*

*Kate McDermott*

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Michael Sherman  
Secretary & Asst. Treasurer  
101 E. State Street  
Kennett Square, PA 19348

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Kathleen McDermott  
Partner  
Morgan, Lewis & Bockius, LLP  
1111 Pennsylvania Ave., NW  
Washington, DC 20005

Dated: *Aug 3, 2021*

Dated: August 4, 2021