Thrive AT HOME WITH WHITNEY CENTER

August 11, 2021

Mr. Richard Wysocki
Principal Cost Analyst
Office of CON & Rate Setting
State of Connecticut
Department of Social Services
55 Farmington Avenue
Hartford CT 06105

Dear Mr. Wysocki:

Whitney Center, Inc. d/b/a Thrive at Home with Whitney Center, encloses our Disclosure Statement as of July 31, 2021 for your review, in accordance with Sections 17b-520 through Section 17b-535 of the Connecticut General Statues concerning the Management of Continuing Care Facilities.

The changes in Thrive at Home with Whitney Center's 2021 Disclosure Statement include the following:

- The Board of Directors' changes in membership and Management changes have been reflected in Section III Officers, Directors and Management
- Exhibit A, Section V.I.B Monthly Fees adjusted to provide notice of the change in monthly services fees when change in household
- Exhibit A, Section V.C. Right of Entry adjusted to include Home Safety
- Exhibits B and C have been revised to reflect audited financial statements and pro forma financial statements
- Exhibit D, Membership Fees & Periodic Charges have been revised to include 2021 pricing

These are the only material changes to the Disclosure Statement from the July 2020 filing to our July 2021 filing. Should you have any questions, please do not hesitate to contact me at michelle@thriveathome.org or 203-848-2626.

Sincerely,

Michelle M. Pandolfi

Michelle M. Pandolfi
Executive Director

Disclosure Documents
2021

Thrive at Home with Whitney Center

200 Leeder Hill Drive
Hamden, CT 06517
(203) 848-2626
www.thriveathome.org

Getting It Right | Creating an LGBT Inclusive Organization

ACKNOWLEDGEMENT OF RECEIPT

WHITNEY CENTER, INC.
D/B/A THRIVE AT HOME℠ WITH WHITNEY CENTER
DISCLOSURE STATEMENT

PURSUANT TO CONNECTICUT STATUTE 17b-522,
THE FOLLOWING NOTICE MUST BE PROVIDED.

You are advised that:

- A continuing care contract is a financial investment and that investment may be at risk;
- The provider's ability to meet its contractual obligations under such contract depends on its financial performance;
- You should consult with an attorney or other professional experienced in matters relating to investments in continuing care facilities before you sign a contract for continuing care; and
- The Department of Social Services does not guarantee the security of your investment.

I acknowledge that I have read the above statement, the Disclosure Statement, and the Continuing Care (Membership) Agreement.

____ ____________
Member Signature Date

____ ____________
For Thrive at Home with Whitney Center Date

(TO BE DETACHED AND RETAINED BY THRIVE AT HOME)

DISCLOSURE STATEMENT

2021

WHITNEY CENTER, INC.
D/B/A THRIVE AT HOME[SM] WITH WHITNEY CENTER

200 LEEDER HILL DRIVE, HAMDEN, CONNECTICUT 06517
(203) 848-2626
WWW.THRIVEATHOME.ORG

Thrive at Home[SM] with Whitney Center is registered with the State of Connecticut Department of Social Services pursuant to Sections 17b-520 through 17b-535 of the Connecticut General Statutes. The registration does not constitute approval, recommendation or endorsement by the Department of Social Services or the State of Connecticut, nor does such registration evidence the accuracy or completeness of the information set forth in this Disclosure Statement.

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I. INTRODUCTION

Thrive at Home[SM] with Whitney Center (Thrive at Home) offers the greater New Haven region and beyond a way of retirement living known as "continuing care at home" or "life care at home." This membership program is designed for qualified adults, who want to remain in their own homes for as long as possible. Members pay a one-time membership fee and ongoing monthly fees for an array of coordinated services designed to help them maintain their lifestyle at home, even as support and health care needs increase. Thrive at Home also covers the cost of facility-based assisted living, memory support and skilled nursing care services, if and when necessary, according to the terms of a Continuing Care (Membership) Agreement attached at Exhibit A.

The purpose of this Disclosure Statement is to explain to prospective members, their families, and advisors who and what is involved in the operation of Thrive at Home, to present financial information about Whitney Center, Inc., to describe Thrive at Home's services and applicable fees and to provide certain other information required by law. This Disclosure Statement was prepared based on assumptions believed to be realistic as of July 31, 2021. Such assumptions are subject to change and may be significantly affected by changes in inflation and interest rates. Because of future changes in circumstances, Thrive at Home expects that minor changes in the program's operation may be necessary.

Although we have tried to prepare this Disclosure Statement carefully, it is possible that there may be some minor differences between the text in this statement and the Membership Agreement attached at Exhibit A. In the event of any differences, the provisions of the Membership Agreement shall govern.

II. PROVIDER

WHITNEY CENTER D/B/A THRIVE AT HOME[SM] WITH WHITNEY CENTER

Thrive at Home is a division of Whitney Center, Inc., a Connecticut 501(c)(3) not-for-profit corporation, organized for the purpose of owning and operating Whitney Center. Its principal business address is 200 Leeder Hill Drive, Hamden, Connecticut 06517. No part of the earnings of Whitney Center, Inc. may be used for the benefit of or be distributed to its officers, directors, or other private individuals except as reasonable compensation for services rendered.

Mission

Whitney Center's mission, Excellence in Senior Living, is grounded in the principle that all elders, regardless of physical or cognitive limitations, have the right to engage in life and seek fulfillment. Ideals of self-determination, lifelong learning and continual growth are unbounded by age and embraced by a person-centered philosophy.

Vision

Whitney Center will be a recognized leader in senior living services, the model of innovation and quality for consumers, providers, and regulatory agencies.

Values

In carrying out our mission as a not-for-profit organization, we abide by principles that underlie everything we do. Whitney Center's employees and board members are committed to these core values:

Community

- We have a responsibility, as a corporate citizen of the greater New Haven community, to maintain collaborative relationships with our neighbors.
- We provide leadership in the aging services industry by contributing resources and experience toward the improvement of services for older adults.

Respect

- We believe that every resident, member, and team member is an independent and self-determining individual, each worthy of the utmost respect for their voice, individuality, and accomplishments.
- We understand and appreciate that aging is a lifelong process in which learning, and growth opportunities are integral to maintaining a fulfilled lifestyle.
- We promote a work and living environment that enables residents, members, and team members to continuously enhance their various dimensions of wellness: Physical Well-Being, Nutrition, Social, Emotional, Spiritual, Intellectual, and Vocational.

Excellence

- We believe in the continuous pursuit of excellence in delivering the highest quality services possible.
- We strive to be the aging services provider of choice as well as the preferred employer in our market area.

Stewardship

- Every team member and board member have a responsibility to protect the assets and the good name of Whitney Center.
- We have the responsibility to advocate for the rights of all older adults.

Teamwork

- We believe that every resident, member, and team member have a significant role in the ongoing affairs of our program and, therefore, seek to maximize opportunities for participation in all facets of our operation.
- We believe that transparency and good communication are vital to a healthy organization.

A Culture of Giving

Our person-centered philosophy, leadership and experience in programing and healthcare is recognized by accreditation organizations within our industry and highly regarded by our community. Our vision is to improve aging for more people, at Whitney Center and in the greater New Haven area. When you contribute to the Whitney Center gift fund, you are joining us at helping to make positive changes in aging services.

III. Officers, Directors And Management

The Board of Directors of Whitney Center, Inc. has the overall responsibility for Whitney Center and Thrive at Home, including strategic planning and the approval of annual budgets. The Board of Directors of Whitney Center, Inc. comprises up to 16 members with expertise in such areas as banking, law, hospital administration, and medicine. The Directors receive no compensation for their services on the board. Neither the Directors, nor any persons involved in the management of Whitney Center or Thrive at Home, have any proprietary interest in either.

The Officers and Directors of Whitney Center, Inc. as of July 31, 2021, are listed below; the people and entities referred to below have assumed no financial responsibility for the fulfillment of agreements of Whitney Center, Inc.:

Perry Aycock - Director, 224 Vance Street, Chapel Hill, North Carolina 27516. Mr. Aycock is the President of K4Advisors. He has over 20 years' experience in the senior housing and services field providing health systems, senior housing systems and stand-alone communities with the strategies and tactics to expand their margins and missions. Mr. Aycock has been a speaker at multiple LeadingAge and other conferences focused on senior housing, services and the longevity economy. He is a former team member of two continuing care retirement communities and led a consulting practice that served over 260 organizations focused on bettering older lives. (Year service commenced – 2018)

Sandra Minor Bulmer, Ph.D., M.S., C.H.E.S. - Director & Secretary, 18 Ranney Road, Cromwell, Connecticut 06416. Ms. Bulmer is the Dean for the School of Health and Human Services at Southern Connecticut State University where she spent 15 prior years as a Professor of Public Health. She is the incoming President of the Board for the Connecticut American Heart Association and former President for the Society for Public Health Education. She is committed to community engaged research and programming to improve health outcomes. (Year service commenced – 2018)

Stacey Curran - Director, 85 Seaside Avenue, Bridgeport, Connecticut 06605. Ms. Curran joined Whittlesey Advising in January 2021, after eight years with Beers, Hamerman & Company, P.C., and has expertise providing audit and accounting services to non-profit organizations, financial services firms, employee benefit plans, and health care organizations. Ms. Curran spent more than twelve years in the mortgage banking industry holding roles in operations management. She serves as a member of the Audit Committee of Girl Scouts of Connecticut, Inc., as a member of the Connecticut Society of CPAs By-laws Committee and is also a member of the Finance Committee of Whitney Center, Inc. She has a BS in Economics from Fairfield University, an MS in Accounting from the University of Connecticut, and is a member of the Phi Beta Kappa national honor society. (Year service commenced – 2020)

Janet Henrich - Director, 247 Ridgewood Avenue, Hamden, Connecticut 06517. Dr. Henrich received her medical degree from the University of Michigan. After clinical training in Boston, she served as Medical Director of the Medical Outpatient Clinic at St. Elizabeth's Hospital. Upon moving to New Haven, she was the Medical Director, Internal Medicine, at the Hill Health Center, the first federally funded community health center in Connecticut, for four years. She then joined the faculty of the Department of Internal Medicine at the Yale School of Medicine where she is an active clinician educator. Dr. Henrich has a longstanding interest in women's health. At Yale, she directed one of the vanguard National Centers of Excellence in Women's Health, designated by the U.S. Department of Health and Human Services, and helped create interdisciplinary women's health education and teaching models. At the national level, she served as Special Assistant to the Center for Population Research at the National Institutes of Health and, with colleagues at other government agencies and policy-making organizations, made recommendations to Congress on women's health education and training. She served as Master of Trumbull College, Yale University, from 1997 to 2013, and is co-Founder and Faculty Advisor to the Yale College Living History Project, in association with Yale-New Haven Hospital. (Year service commenced – 2018)

Jane Jervis - Director, 36 Lincoln Street, New Haven, Connecticut 06511. Ms. Jervis has been a consultant in higher education for Antioch College, Goddard College, and Biosphere II. She has been president, Lincoln-Bradley Neighborhood Association in New Haven, Connecticut; founding board member of the Home Haven/East Rock Village Association; and a reader for the Recording for the Blind and Dyslexic. Ms. Jervis's past accomplishments include the CT Legislative Task Force on Aging in Place and chairing numerous accreditations for Northwest Association of Schools and Colleges. (Year service commenced – 2014)

Karen Kmetzo - Director & Vice-Chair, 200 Leeder Hill Drive, Hamden, Connecticut 06517. Ms. Kmetzo is a resident of Whitney Center. She received a Master's Degree in Public Health (MPH) from Yale University and held a variety of senior level positions, including Vice President for Managed Care at St. Francis Hospital in Hartford, Vice President for Administration at Bristol Hospital, Regional Director of Hospital and Health Plan Contracts for Kaiser Permanente in CT, NY, & MA, Manager of Medical Services for Blue Cross/Blue Shield of CT, Regional Director of Operations for the hospital division of New Medico, a national for-profit rehabilitation company, Assistant Director for Administration at the Greater Bridgeport Community Mental Health Center, and Regional Coordinator for a nine county emergency medical services system in the San Francisco Bay area. She also worked as an RN in various clinical positions. In 1993 Ms. Kmetzo established her own health care management consulting firm focusing on analyzing and negotiating managed care contracts, program planning and implementation, grant writing, and ensuring compliance with standards. She retired in 2009. (Year service commenced – 2017)

Dale Kroop - Director, 161 Thornton Street, Hamden, Connecticut 06517. Mr. Kroop has been the Executive Director of the Hamden Economic and Community Development and the Hamden Economic Development Corporation for over nineteen years. He manages redevelopment and brownfield projects, manages business incentive programs, writes and administers State and Federal grants, is responsible for Marketing, Energy, Neighborhood Revitalization, Business Cluster Programs, Workforce Development initiatives and is a good friend to the community. He has written and/or administered over $100 million dollars in grants funded by State and Federal programs throughout the State of CT. Mr. Kroop manages all statutory requirements including environmental reviews/assessments, finance, labor, procurement, and Equal Opportunity. Mr. Kroop manages architects, engineers, planning and environmental consultants, etc. He is experienced in several Connecticut programs (Urban Act, Manufacturers Assistance Act, STEAP, and Brownfields Funding) and federal programs such as EDA, EPA, CDBG, HOME, HUD 202, and human services, as well as quasi-public projects such as those funded by CDA, CHFA and the Federal Home Loan Bank. He has also managed local business incentive programs, Workforce Development and small business education programs. Mr. Kroop has had significant experience is securing financing for and developing housing for low- and moderate-income senior citizens. In addition to the many projects he has raised funding for, he also previously served as the Executive Director of the Morris Housing Authority for ten years.

Mr. Kroop serves on boards of many organizations. He is currently the chair of the New Haven Regional Economic Development Forum (REDFO) and is co-chair of the Economic Development Committee of the Greater New Haven Chamber of Commerce. He is a past President the CT Economic Development Association and the CT Community Development Association. He is the author of the Grant and Proposal Writing Workshop. Mr. Kroop has a bachelor's degree from Southern CT State College and a master's degree in Urban Studies from Southern CT State University. He is a certified Business Incubator Manager. (Year service commenced – 2019)

Phyllis Medvedow - Director Ex-Officio & President of the Residents' Council, 200 Leeder Hill Drive, Hamden, Connecticut 06517. Ms. Medvedow is a New Haven native, a graduate of University of Connecticut, and retired from Yale-New Haven Hospital as Director of Community and Government Relations. She was the Executive Vice President of Congress Printers, a family printing company and an aide to CT Senator Amelia Mustone. Ms. Medvedow's volunteer activities included the organization of the New Haven Metro Unit's American Cancer Society's first "Door to Door" drive, serving as a 20-year member of the ACS Board of Directors, New Haven PTA Council city wide president, vice president of the New Haven Board of Education, Vice president of the CT Association of Boards of Education, along with Board of Directors of: Shubert Performing Arts Center, Greater New Haven Arts Council, CT Anti-Defamation League, Urban League of Greater New Haven, and The Community Foundation of Greater New Haven (then the New Haven Foundation). Ms. Medvedow founded Donate Life CT (original Name: CT Coalition for Organ and Tissue Donation) and was listed in "Who's Who in American Women", 1991-1992. Currently, Ms. Medvedow is a six-year member of the Board of the Jewish Historical Society of Greater New Haven and a twelve-year member of the Patient and Family Advocacy Council of the Smilow Cancer Hospital. (Year service commenced – 2020)

Wesley Poling - Immediate Past Chair, 24 Crestview Drive, North Haven, Connecticut 06473. Mr. Poling recently retired from Yale University as Director, Yale Graduate School Capital Giving. He is past President of Kentucky Wesleyan College. Mr. Poling currently volunteers as a tutor with New Haven Reads, and is a member, Board of Deacons with the Church of Redeemer in New Haven, and a Fellow, Berkeley College, Yale University. He is a former Treasurer, Executive Committee of the National Association of Independent Colleges and Universities, and past member, Board of Directors, Owensboro Chamber of Commerce. (Year service commenced – 2014)

Michael B. Rambarose - Ex-Officio Director & President & CEO, 26 Rustic Terrace, Portland, Connecticut 06480. Since 2005, Mike has served residents and staff of Whitney Center, a Hamden, Connecticut not-for-profit senior living community founded in 1979 comprising independent living, assisted living and skilled nursing amenities and services with annual budgeted revenues of approximately $27 million and a workforce of 280+ people. Before assuming his current role as President & CEO in 2012, Mike was Whitney Center's Senior Vice President for Administration, primarily responsible as project manager for bringing an $89m campus repositioning and expansion initiative from concept through design, financing, construction, and marketing.

Throughout his nearly 20 years in the aging services field, Mike has served senior living and healthcare communities of New York and Connecticut in myriad capacities, including community education & outreach, marketing & public relations, business development, operations management and executive leadership. He values personal respect, collaboration and continual learning as underpinnings of his servant leadership philosophy. As an alumnus of the Leading Age Leadership Academy, current Secretary of the Leading Age Board of Directors and co-chair of its Commission for Aging Services Technology, member of the Leading Age Connecticut Board of Directors, active CARF-CCAC aging services surveyor, and former co-facilitator in the Leading Age CT Leadership Academy, Mike is keenly interested in helping advance the aging services field for the betterment of elders and those who serve them. Mike is a regular speaker at regional and national conferences focusing on aging services and leadership. Additionally, Mike serves on the Board of Directors for Chapel Haven, Inc., a New Haven not-for-profit education and residential program for young adults with developmental challenges and has served on various economic development boards and committees with interests in advancing aging issues, particularly workforce and housing, in the greater New Haven area. (Year service commenced - 2005)

Carol Robbins - Director, 730 Whitney Avenue, Apt. 30, New Haven, CT 06511. Mrs. Robbins has had a long professional and volunteer career in community organization, fund development and planning for older adults. She has been on the boards of Tower One-Tower East, Jewish Family Service and The Jewish Federation of Greater New Haven. In that capacity she has served as campaign chair, the board of the Jewish Foundation and President of Federation. She continues to be an active member of the Federation and on the Board. She serves on a national committee of the Jewish Federation of North America advocating for older adults and disseminating information on issues such as care giving, dementia, isolation and disabilities. Currently she is a member of the patient advocacy committee of New England Medical Group, a part of Yale New Haven Health and on the Board of Call to Care Uganda, a group that provides resources to provide wells for clean water in remote villages in Uganda. (Year service commenced - 2017)

Keith Robertson - Strategic Advisor, 235 South Main Street, West Hartford, CT, 06107. Mr. Robertson has been Managing Director on the senior living team at Ziegler since January of 2007. He has significant experience in senior living finance and development. Mr. Robertson has considerable experience in structuring rated and unrated financings, solicitation of bank credit for senior living clients and working with clients as they explore sponsorship transition opportunities. Prior to joining Ziegler, Mr. Robertson was a vice president with a nationally recognized full-service development firm specializing in providing development, financial, marketing, and management services to not-for-profit continuing care retirement communities. Prior to this, he also worked as an investment banker for a Connecticut based firm and provided financing solutions for not-for-profit senior living communities. Keith has a Bachelor of Science in political science from Southern Connecticut State University and a Master of Business Administration from the University of Hartford's Barney School of Business. (Year service commenced - 2019)

Anthony F. Santore, CPA - Director & Treasurer, 30 Marion Drive, North Haven, Connecticut 06473. Mr. Santore is a former principal with Beers, Hamerman & Company, P.C. Mr. Santore is the Treasurer of New Haven Country Club, Inc. He is also on the Board of Directors of the Fair Haven Cemetery Association. He is a member of both the American Institute of Certified Public Accountants and the Connecticut Society of Certified Public Accountants (CSCPA). He has served on various other boards, including Whitney Center as a Past Chair, during his career.

Robert Simione, CPA - Chair, 4130 Whitney Avenue, Hamden, Connecticut 06518. Mr. Simione is Managing Principal, Simione Healthcare Consultants LLC. He has over 40 years' experience in the healthcare industry providing home care and hospice organizations with the tools to improve their business performance. Mr. Simione is a keynote speaker for the National Association for Home Care and Hospice (NAHC) and state associations representing post-acute health care. He is a former member, Board of Directors, Home Care Alliance of Massachusetts; former member, Finance Committee, Connecticut Association for Healthcare at Home; and past Chairman, Advisory Board, Home Health and Hospice Financial Managers Association. (Year service commenced – 2016)

David Vogel - Director, 1108 Johnson Road, Woodbridge, Connecticut 06525. Mr. Vogel is now retired after serving as Director of Development for the National Rowing Foundation. Prior to that, his career covered almost 4 decades at Yale University in fund raising, alumni relations and athletics. This included twenty-eight years as a head rowing coach. He has held many national positions in the sport of rowing including president of the national governing body, USRowing, and president of the Casitas Fund endowment. He currently serves on the board of the Yale Crew Association. (Year service commenced – 2020)

Ena Williams - Director, 52 Midhill Drive, Hamden, Connecticut 06514. Ms. Williams currently serves as Chief Nursing Officer at Yale New Haven Hospital (YNHH), a 1541 bed ANCC magnet ® designated, level I trauma, Academic medical center. She began her tenure at Yale New Haven as a staff nurse in the operating room and has held several progressive leadership positions. Ms. Williams is very active in the community and serves on several boards and holds membership in several local and national nursing organizations. She has been recognized with numerous awards including; Legendary Woman Award, Trailblazer Award from the National Black Nurses Association, The Cornell Scott Health Leadership Award from the NAACP and an Outstanding Jamaican in America by the West Indian Social Club. Ms. Williams is a graduate of the University Hospital of the West Indies School of Nursing and holds a bachelor's degree in Nursing (BSN), a Master of Science and Master of Business Administration (MSM/MBA). She is board certified in Executive Nursing Practice and a graduate of the GE Nurse Executive Fellowship. She has published several journal and book chapters. She is a frequent speaker at local/national nursing conferences. (Year service commenced – 2019)

MANAGEMENT

Whitney Center, Inc.'s management team operates under the direction of its President and CEO, Michael Rambarose. The senior team comprises the Vice President of Financial Services, Jeff Devaney; Vice President of Lifestyle Services, Ken Sandberg; Vice President of Clinical Services, Peggy Joyce; Vice President of Employee Services, Karyn Lushinks; Vice President of Technology Services, Rafael Avila; Vice President of Sales and Marketing, Sean O'Connor; and, Vice President of Enrichment Services and Executive Director of Thrive at Home, Michelle M. Pandolfi.

The senior management team leads Whitney Center's approximately 300 employees through a management team of department heads, assistant department heads, managers, and supervisors. From time to time, Whitney Center and Thrive at Home may contract with external providers, such as VNA Community Healthcare, to deliver services or enhance member programs and amenities. Whitney Center, Inc., currently partners with:

- Northeast Medical Group: provides the medical directorship for the Nursing Center and employs the Medical Director. Northeast Medical Group is part of Yale New Haven Health System and is affiliated with Yale University School of Medicine.
- Trinity Rehab Services: provides physical, occupational and speech rehabilitation services at Whitney Center. All rehabilitation employees are employed by Trinity Rehab Services.
- VNA Community Healthcare: provides the medical home care for Thrive at Home members. VNA Community Healthcare, the original visiting nurse associations of Branford, Guilford, Hamden, North Haven and Madison has been providing healthcare at home and in the community since 1910.

IV. Business Experience

Thrive at Home is a division of Whitney Center, Inc., a continuing care retirement community originally opened in 1979 and designed to accommodate people 62 years of age or older with services and amenities that include private residences, a wide array of personal services, assisted living and memory support services, and an on-site licensed skilled nursing center.

In February 1994, Whitney Center, Inc. was first awarded accreditation by the Continuing Care Accreditation Commission (CCAC)/CARF in Washington, D.C. In 2013, it received reaccreditation in as a CCRC as well as its initial accreditation as a Person-Centered Long-Term Care Facility, through 2023. To become accredited, Whitney Center affirmed its compliance with standards of excellence in governance and administration, finance, strategy and health and wellness. Whitney Center's accreditation demonstrates to the general public and consumers that it is effectively carrying out its mission and meeting accreditation standards. The next accreditation assessment will be in August 2023.

Since August 2018, Thrive at Home with Whitney Center was awarded accreditation in Home and Community Based Services by the Continuing Care Accreditation Commission (CCAC)/CARF in Washington D.C. Thrive at Home is the only continuing care at home also known as a life care at home program in the country with this accreditation. To become accredited, Thrive at Home affirmed its compliance with standards of excellence in governance and administration, finance, strategy and health and wellness. Whitney Center's accreditation demonstrates to the general public and consumers that it is effectively carrying out its mission and meeting accreditation standards. The next accreditation assessment will be in August 2023.

Since November 2018, Thrive at Home with Whitney Center received Platinum certification from SAGECare, a cultural sensitivity training for senior-care providers that helps organizations better accommodate the lesbian, gay, bisexual and transgender (LGBT) communities. The platinum status is the highest certification level, indicating 80% of the organization's staff have successfully completed the SAGECare program. The certification comes from Services & Advocacy for LGBT Elders (SAGE), the country's largest and oldest organization dedicated to improving lives of LGBT older adults since 1978. Thrive at Home is the only continuing care at home also known as a life care at home program in the country with this designation.

Since May 2019, Thrive at Home with Whitney Center has received Advanced certification from Getting It Right, a program of Connecticut Community Care that works with providers of aging services to create intentionally welcoming and inclusive services for LGBT clients and their families. This certification means that Thrive at Home signals their LGBT inclusion practices and values to potential members. An LGBT person doesn't have to come out first to find out if they will be welcomed. Thrive at Home has implemented LGBT inclusivity training, so staff members understand the importance of both confidentiality and when and with whom to share information in a way that enhances the experience of the services provided. Additionally, they maintain the program with new staff and established quality assurance mechanisms. Thrive at Home is one of only six providers in the state, and the only continuing care at home also known as a life care at home program in Connecticut, certified by Getting It Right since 2016.

V. JUDICIAL PROCEEDINGS

Neither Whitney Center, Inc., nor any members of its Board of Directors have been convicted of a felony or pleaded nolo contendere to a felony charge or held liable or enjoined in a civil action by final judgment involving fraud, embezzlement, fraudulent conversion, or misappropriation of property, or had any business or health care licenses or permits suspended or revoked by any jurisdiction. Neither the corporation nor any member of its Board of Directors is subject to a currently effective injunction, or restrictive or remedial order of a court of record.

VI. AFFILIATION

Thrive at Home is a division of Whitney Center, Inc., a Connecticut 501(c)(3) not-for-profit corporation organized for the purpose of owning and operating Whitney Center. Whitney Center, Inc. has no business affiliation with any other organization.

VII. PROPERTY DESCRIPTION

As a division of Whitney Center, Thrive at Home offers its members access to the common areas and select amenities located on Whitney Center's campus. Assisted living and memory support services and the skilled nursing center are available on an as-needed and as-available basis. The following is a description of Whitney Center. The specific services available to Thrive at Home members are described in the Membership Agreement attached as Exhibit A.

Whitney Center is located at 200 Leeder Hill Drive in Hamden, Connecticut on 14.8 acres near Lake Whitney amidst pine trees and leafy shade trees. The uniquely designed buildings complement an attractive, natural environment within minutes of New Haven and a wealth of intellectual, social and cultural venues that include some of the nation's finest universities, concert halls, museums, theatres and restaurants. The neighboring areas also offer shopping, professional offices, parks, golf courses and many recreational destinations.

Whitney Center is a continuing care retirement community designed to accommodate people 62 years of age or older. Continuing care communities, such as Whitney Center, typically encompass private residential apartments, a wide array of personal services, assisted living/memory support services, and the security of an on-site licensed skilled nursing center. The campus comprises 238 Residential Living Apartments in two buildings; the north building opened in 1979 (150 apartments) and the south building opened in 2011 (88 apartments), 17 Assisted Living and memory support apartments, and 59 skilled nursing beds. Community common areas include a cultural arts center, multiple dining venues, spa & salon, indoor heated swimming pool with whirlpool, fitness center, wellness center, library, business center, convenience store/gift shop, bank, and parking garage. Outdoor amenities include private gardens, walking trails, patios, and a dog park.

The skilled nursing center has both private and semi-private rooms and includes a recreation room, two resident lounges, a dining room, a secure patio, and access for residents to Whitney Center's full-service salon & spa, other dining venues and common areas. In addition to skilled nursing, services include inpatient and outpatient therapy including speech, occupational, and physical therapies. Restorative care is emphasized to help members regain their independence and return to their apartments.

VIII. Benefits

Thrive at Home offers several pricing plans that may or may not require co-pays or payment in full by the member. In addition, services included vary according to the plan selected by the member. Please refer to Exhibits A and E for a complete description of these plans.

As set forth in the attached Continuing Care (Membership) Agreement at Exhibit A, the specific benefits provided to members will vary based upon initial and periodic needs assessments. The member's Service Plan reflects the scope of benefits as determined by the member and the Personal Service Partner.

Services offered under the Continuing Care (Membership) Agreement include the following. The services noted with an asterisk may be provided by Thrive at Home or a provider of the member's choosing. Except as otherwise noted, all other services are provided solely through Thrive at Home.

Personal Service Partner (PSP) – Each member is partnered with a Personal Service Partner to arrange services and take advantage of the benefits offered by Thrive at Home. The Personal Service Partner will work closely with the member, member's family, and member's physician to have the right services delivered to the member at home or, when necessary, in a facility. Assistance in navigating Medicare, medical and long-term care insurance is included. Access to the Thrive at Home Team is available 24-hours-a-day/7-days-a-week.

Adult Day Program* – Thrive at Home covers the member's enrollment in a group program of services for a scheduled number of hours per week, including transportation, meals, and activities, and which may include personal or nursing care. The Personal Service Partner will assist members in determining the Adult Day Program that best meets individual needs.

Annual Physical Examination – Thrive at Home will arrange for an annual assessment and physical examination completed by Thrive at Home's board-certified geriatrician. If the member prefers, Thrive at Home will arrange for a physical examination with the member's personal physician at the member's expense. Thrive at Home will keep the results from the exam confidential, and the information will only be used to coordinate services.

Assisted Living* – If staying at home is no longer a safe option, members may choose to move to Assisted Living, which is a facility registered as a Managed Residential Community where personal care services are provided under nursing supervision by an Assisted Living Services Agency (ALSA) licensed by the State of Connecticut. Such services are provided to members whose health status is chronic and stable but who require substantial assistance with two or more Activities of Daily Living (ADLs and iADLs are the basic tasks of function and everyday life, including ambulation, bathing, dressing, eating, oral hygiene, exercise, cooking and supervision in self-administration of medications), but does not need the medical care that a nursing home provides. The Personal Service Partner will assist members in determining the Assisted Living facility that best meets individual needs.

Companion / Homemaker Services - A companion will be provided when the Personal Service Partner determines that a member needs safety monitoring or short-term incidental services such as cooking, dishwashing, laundry and light housekeeping, due to the member's inability to independently perform such chores.

Home Evaluation – During the first year of membership and every second year thereafter (unless we determine circumstances or a member's health condition justify more frequent inspections), Thrive at Home will provide a preventive home maintenance evaluation of your home's physical condition, both interior and exterior. This evaluation will result in a report of any structural, functional and safety issues and recommend resolutions.

Home Health (Nursing) Care* - When needed, members can receive home health care services provided by a registered nurse or a licensed practical nurse. The Personal Service Partner will assist members in determining the Home Health Care Agency that best meets individual needs.

Lifestyle and Wellness Programs - These include exercise classes, art classes, caregiver education, wellness seminars, speakers, day excursions, and use of Whitney Center's fitness center and swimming pool. Some programs are free for members, while others may charge a small participation fee.

Meals/Groceries – Thrive at Home will coordinate and deliver meals and/or groceries, if determined to be medically necessary, on behalf of a member who is unable to drive and/or cook; the member will be charged for the cost of the meals and groceries.

Medication Management – The Personal Service Partner will arrange for medication management and cueing, if necessary. A periodic review of medication interactions can also be performed.

Nursing Home* - If staying at home is no longer a safe option or when needed for physical rehabilitation, members may choose to move to a Nursing Home, which is a facility licensed as a Skilled Nursing Facility by the state of Connecticut. Such services are provided to members who, under a physician's order, require 24-hour nursing care and medical supervision. The Personal Service Partner will assist members in determining the Nursing Home that best meets individual needs.

Personal Care* - Assistance, as needed, with the basic tasks of everyday life, including ambulation, bathing, dressing, eating, oral hygiene and/or exercise, will be provided by a Personal Care Aide in the member's home. The Personal Service Partner will assist members in determining the Personal Care service that best meets individual needs.

Personal Emergency Response System - At the member's request, Thrive at Home will coordinate the installation and activation of a GPS enabled Personal Emergency Response System in the member's home. This system enables round-the-clock monitoring and communication of health care information, enabling the member to obtain assistance in the event of a medical emergency.

Referral Services – Members can obtain referrals from Thrive at Home for any type of service needed to remain safely at home. Examples of these services are legal, financial planning, rental of medical equipment, etc. The referral service is available at no cost to members; however, members are responsible for the cost of any services rendered by the referred service providers.

Tele-Health & Social Engagement Technology – Thrive at Home provides all member households with state-of-the art and user-friendly technology to connect them with family, friends, health care providers and the Thrive at Home Team. The system is designed to enable members to easily engage in social activity as well as maintain a healthy lifestyle through highly coordinated preventive programs.

Transportation - If a member is unable to drive or instructed by a physician not to drive, Thrive at Home will provide non-emergency transportation to and from medically necessary outpatient surgery or procedures which may include, but are not limited to, cataract removal, chemotherapy treatments, surgical biopsies and upon discharge from a hospital. A private aide can be arranged if necessary, to accompany the member for transport, at an additional charge. Transportation for routine physician office visits, dialysis, and specialist appointments is not included; however, Thrive at Home will assist in coordinating such transportation.

IX. Interest On Deposits

Thrive at Home is not required to hold any amounts in escrow on behalf of members and, therefore, no interest is paid to members based on any amounts paid for Thrive at Home.

X. Termination Of Agreement

The Continuing Care (Membership) Agreement (Exhibit A) describes conditions under which and the procedures by which the agreement may be terminated.

XI. Change In Marital Status/Partnership

Thrive at Home has separate Continuing Care (Membership) Agreements with each member, marital status/partnership notwithstanding. Change in marital status/partnership, whether due to death, divorce, separation, or marriage does not affect the rights, benefits and obligations of the member as set forth in the Continuing Care (Membership) Agreement.

XII. Non-Member Spouse / Partner

Thrive at Home has a separate Topaz Membership Agreement for the member whose spouse/partner does not qualify for membership. The death of a member does not impact the benefits, rights and obligations of the surviving spouse/partner as set forth in the Topaz Membership Agreement.

XIII. Tax Consequences

Payment of a membership fee pursuant to a Continuing Care (Membership) Agreement may have significant tax benefits or consequences. Any person considering such a payment may wish to consult a qualified advisor.

Typically, some portion of the entry fee is considered deductible as a pre-paid medical expense in the year in which it is paid. Annually, a portion of monthly fees may also be considered a deduction. In February of each year, Thrive at Home will provide members with information about tax deductions, which are subject to limitations imposed by the Internal Revenue Code.

XIV. Reserve Funding

As required by law, Whitney Center maintains a reserve fund escrow account with U.S. Bank, N.A. in an amount sufficient to cover one month's operating expenses.

XV. Financial Statements

Exhibit B contains copies of Whitney Center, Inc.'s audited financial statements for the four most recent fiscal years, including a balance sheet, income statement and statement of cash flow, and associated notes or comments to these statements. Exhibit C includes the pro forma business plan for Thrive at Home, including estimated cash flow statements for the next five years, including a summary of projections used in the assumptions for the pro forma statements.

XVI. Membership Fees & Periodic Charges

The Thrive at Home Continuing Care (Membership) Agreement requires the payment of a one-time membership fee in addition to an ongoing monthly fee. Fee amounts depend on the age of the member and selected plan. Thrive at Home offers flex pricing that allows members to choose whether they prefer to invest more initially in the membership fee or monthly fee. All terms will be specified in the Continuing Care (Membership) Agreement or a mutually executed agreement addendum.

Exhibits A and E offer a complete description of these plans. Entry and monthly fees for Thrive at Home are set forth in Exhibit D.

XVII. Department Of Social Services Filings

Whitney Center d/b/a Thrive at Home℠ with Whitney Center has filed with the Department of Social Services all materials required by State law governing continuing care contracts and facilities, including financial and actuarial information, current payment plans, and healthcare utilization rates. These materials are available for review at the Department of Social Services, located at 55 Farmington Avenue, Hartford, Connecticut 06105-3724.

XVIII. Appendices

Exhibit A Continuing Care (Membership) Agreement

Exhibit B Audited Financial Statements, Including Previous Two Years

Exhibit C Pro Forma Financial Statements

Exhibit D Membership Fees & Periodic Charges

Exhibit E Membership Plan Descriptions

EXHIBIT A

CONTINUING CARE (MEMBERSHIP) AGREEMENT

CONTINUING CARE (MEMBERSHIP) AGREEMENT

WHITNEY CENTER, INC.
D/B/A THRIVE AT HOME^{SM} WITH WHITNEY CENTER

A Continuing Care Contract ("Membership Agreement") is a financial investment and your investment may be at risk. The ability of Thrive at Home^{SM} with Whitney Center to meet its contractual obligations under such contract depends on the financial performance of Whitney Center. We advise you to consult an attorney or other professional experienced in matters relating to investments in continuing care facilities and programs before you sign a Membership Agreement. The Department of Social Services does not guarantee the security of your investment.

THRIVE AT HOME℠ WITH WHITNEY CENTER

CONTINUING CARE (MEMBERSHIP) AGREEMENT

TABLE OF CONTENTS

I. INTRODUCTION

A. GENERAL

This Continuing Care Agreement ("Membership Agreement" or "Agreement") is made as of this ______ day of ____________, ______ between ____________________________________ (whom we shall refer to as "you" or the "Member"), residing at ____ and Whitney Center, Inc., d/b/a Thrive at Home^{SM} with Whitney Center (which we shall refer to as "we," "us," or "Thrive at Home") located at 200 Leeder Hill Drive, Hamden Connecticut, 06517.

B. ACCEPTANCE INTO THRIVE AT HOME

Thrive at Home is available to those who meet all eligibility requirements established by Thrive at Home. As a condition of membership in Thrive at Home, Member must continue to meet all eligibility requirements established by Thrive at Home, including but not limited to financial qualifications and assessment that Member's health needs can be accommodated through Thrive at Home.

C. TERMS AND CONDITIONS OF THIS AGREEMENT

1. **Services**
   Thrive at Home will provide you the Services described in this Agreement, according to the terms and conditions herein, with the objective of enabling you to live in your Home for as long as is practicable.

2. **Effective Date of Membership**
   The effective date of membership is the date this Agreement is executed by both parties ("Membership Date"). At that time, you will be partnered with your Personal Service Partner (or "PSP"), who will initiate a Health and Well-Being Assessment and work with you to develop your Service Plan. Services will be deemed to have commenced on the date the initial Health and Well-Being Assessment is completed. This Agreement will remain in effect until it is terminated in accordance with Section VII of this Agreement (the "Termination Date").

3. **Plan Selection and Fees**
   Your options for Thrive at Home membership plans and associated fees are described in Exhibits D and E of the Disclosure Statement. The specifics of your selected plan and fee structure are detailed in Attachment I of this Agreement. By executing this Agreement, you agree to accept and pay for the Services, as set forth herein, according to the Membership Fee specified in Attachment I. You also agree to abide by the guidelines and policies of Thrive at Home at all times while receiving services under this Agreement.

II. DEFINITIONS

All terms not defined herein shall have their meanings ascribed to them throughout the Agreement or revert to their common meaning.

- **Personal Service Partner (PSP)** refers to the person appointed by Thrive at Home as your partner in identifying your needs as determined by a Health and Well-Being Assessment, then designing and recommending a Service Plan for your consideration/approval and ultimately coordinating the Services according to your Service Plan. The recommended Service Plan is subject to review and approval of the Thrive at Home Team.

- **Activities of Daily Living (ADLs)** refer to the basic tasks of everyday life, such as bathing, dressing, eating, walking, grooming, and **Instrumental Activities of Daily Living (iADLs)** refer to activities that support an independent life style such as self-administration of medication, meal preparation, driving and managing finances. Members who find it difficult to independently accomplish these tasks, work with their Personal Service Partner in developing a plan to help overcome ADL and iADL challenges. Typical ADL and iADL challenges include, but are not limited to, those who need personal assistance, have Alzheimer's Disease or any type of dementia disorder, those who are bedbound or homebound, or those who need special equipment to ambulate (i.e., wheelchair or walker).

- **Adult Day Program** refers to a program of services in a group setting for a scheduled number of hours per week. Elements of an adult day program usually include transportation, meals and activities (both social and health-related) and may include personal or nursing care.

- **Assisted Living** refers to a registered Managed Residential Community where nursing and personal care services are provided by a licensed Assisted Living Services Agency. Assisted Living Services are provided exclusively for residents whose health is deemed by a physician to be chronic and stable but who require substantial assistance with at least two ADLs and/or 24-hour safety supervision.

- **Average Cost of Care** refers to the average cost of Facility-Based Services or Adult Day Program Services in the Designated Service Area, as calculated and published by Thrive at Home.

- **Companion/Homemaker** refers to a person who has successfully completed an approved training and/or competency program designated by Thrive at Home to provide Companion/Homemaker Services to you in your Home.

- **Companion/Homemaker Services** are provided to you when you and your PSP determine that you need someone to be with you in your Home to ensure your safety. These services can include assistance with iADLs such as cooking, dishwashing, laundry and light housekeeping, if you are unable to perform these chores yourself.

- **Designated Representative** refers to someone whom you have appointed as your Health Care Representative or as your power-of-attorney, in accordance with applicable law, to act on your behalf in healthcare and/or other Thrive at Home related matters, including by not limited to financial and real estate decisions.

- **Designated Service Area** refers to Thrive at Home's geographical area of coverage for Services, as defined by Thrive at Home. Should a member decide to move outside of the Designated Service Area, Thrive at Home and the member will mutually redefine the Designated Service Area in order to meet the lifestyle change and care needs of the Thrive at Home member, (e.g., the member winters in Florida). The Designated Service Area may be altered from time to time at the sole discretion of Thrive at Home. No change in the Designated Service Area by Thrive at Home will adversely affect your access to services under this Agreement.

- **Determined To Be Appropriate** means that the Thrive at Home Team of health professionals, utilizing industry assessment standards and accepted standards of healthcare practice, has concluded that your health and/or functional status are such that you require Services to be provided by Thrive at Home, or another provider as specified in this Agreement.

- **Disclosure Statement** refers to the Disclosure Statement that Thrive at Home has provided to you pursuant to Connecticut General Statute 17b-522 et. seq., as amended.

- **Facility-Based Services** refers to Services provided in a setting other than your Home, including Assisted Living and Nursing Home Facilities.

- **General Contracting/Construction Management** refers to the project management services that Thrive at Home can provide to help you manage maintenance and improvement projects on your Home.

- **Health and Well-Being Assessment** refers to the medical, functional and cognitive screening conducted by health care professional(s) that serves as the basis for both your qualification as a Thrive at Home Member and your initial/ongoing Service Plan.

- **Home** refers to your current residence, which is identified at the beginning of this Agreement, and any other Home within the Designated Service Area to which you may move at a later date.

- **Home Services** refers to the Services provided to you in your Home by Thrive at Home or a Network Service Provider.

- **Licensed Practical Nurse (LPN) Services** refers to the array of nursing care, including medication administration and treatments, performed by a health care professional credentialed as an LPN.

- **Live-in Assistance** refers to Services provided by Companion, Homemaker or Personal Care Aide in your Home for 24-hours per day. Live-in Assistance may be provided by a single or multiple individual(s) as determined by Thrive at Home or Network Service Provider.

- **Meals and/or Groceries** refers to prepared or raw food delivered frozen or fresh to your Home when you are unable to drive and/or cook, as assessed by your PSP. Thrive at Home will arrange for up to two (2) meals per day and reserves the right to deliver several meals at one time. You agree to pay for the cost, as agreed upon ordering, of meals and groceries; Thrive at Home will be responsible for the cost of delivery.

- **Medical Director** refers to a physician appointed or consulted by Thrive at Home from time to time to ensure that your Service Plan meets your medical and health care needs.

- **Network Service Providers** refers to the set of organizations with whom Thrive at Home may partner to deliver Services to you according to your Service Plan. Network partners are vetted and credentialed to ensure they maintain the quality of service and care standards that Thrive at Home demands for its membership.

- **Nursing Home Facility** refers to a Nursing Home properly licensed by the state in which it is providing service.

- **Per Diem Rate** refers to the current daily service charge by a particular Adult Day Care Program, Assisted Living, or Nursing Home Facility.

- **Personal Care Aide** refers to a person who has successfully completed an approved training and/or competency evaluation program designated by Thrive at Home to provide Personal Care Aide Services to you in your Home.

- **Personal Care Services** are provided to you when you and your PSP determine that you need some assistance with ADLs and/or iADLs, including help with bathing and dressing, maintaining an established activity regimen such as range of motion exercises, meeting your nutritional needs such as assistance with eating and medication reminders.

- **Registered Nurse (RN) Services** refers to the array of nursing care, including assessment, medication administration and treatments, performed by a health care professional credentialed as a RN.

- **Services** refer to the full spectrum of benefits specified in this Agreement and coordination thereof, including: Annual Physical Examinations, Home Evaluation, Home Services (including Companion/Homemaker Services, Personal Care Services, Live-in Assistance, LPN and RN Services, Personal Emergency Response System, Meals and Adult Day Care), Facility Based Services (including Assisted Living and Nursing Home), Transportation Services, Referral Services, Tele-Health and Social Engagement Technology, and Lifestyle and Wellness Programs provided at no additional cost to you, as a Thrive at Home Member, unless otherwise specified herein and subject to applicable co-payments, pursuant to this Agreement.

- **Service Plan** is the written plan of Services that you create in partnership with your PSP based on your Health and Well-Being Assessment. The Service Plan (or "Plan") will identify the scope of support services and healthcare necessary to help you remain at Home safely and independently as long as possible. The Plan will detail each service, start date, quantity and/or frequency, duration of service, name of approved provider, and any special considerations. You and your PSP will periodically review the plan to ensure that it continues to meet your needs and update the plan as your needs change. Each version of the plan is implemented once you agree to it by signature.

- **Thrive at Home Team** refers to your Personal Service Partner (or his or her designee), a Thrive at Home manager, Thrive at Home's Medical Director (or his or her designee) and other clinical professionals as necessary in consultation with you and/or your Designated Representative. Thrive at Home may, from time to time, change titles and/or personnel assigned to the Thrive at Home Team, at its sole discretion.

III. Our Responsibilities To You As A Member

Thrive at Home shall provide to you the following Services when they are Determined to Be Appropriate per your Health and Well-Being Assessment and the conditions set forth in this Section. The particular Services provided to you will be described in detail within your Service Plan. Exhibit A of this Agreement, which sets forth your selected plan and fee structure, identifies which Services are included in the Membership Fee. Services must be provided by Thrive at Home or a Network Service Provider except as specified in this Section.

A. SERVICE COORDINATION

Thrive at Home is available 24-hours-a-day/7-days-a-week to members for service coordination to address their care needs. Upon becoming a Thrive at Home Member, you will be partnered with a Personal Service Partner who will work with you and/or your Designated Representative to identify your needs as determined by a Health and Well-Being Assessment, design and recommend a Service Plan for your consideration/approval and ultimately coordinate the Services according to your Plan. After your initial Health and Well-Being Assessment, your PSP will schedule periodic follow-up Assessments and work with you to adjust your Service Plan, accordingly. Any adjustment to your Service Plan will be made collaboratively between you and/or your Designated Representative, your PSP and the Thrive at Home Team.

B. ANNUAL PHYSICAL EXAMINATION

Thrive at Home will arrange for an annual assessment and physical examination for you. You may have the physical examination completed by your personal physician at your expense, or if you'd prefer, to be completed by Thrive at Home's board-certified geriatrician. Thrive at Home will keep the results of the exam confidential, and the information will only be used to coordinate services.

C. HOME SERVICES

Home Services will be provided as Determined to Be Appropriate by Thrive at Home. Typically, you must demonstrate difficulty with at least one or more ADLs to be eligible for Home Services. All Home Services in the Designated Service Area must be provided by Thrive at Home and/or a Network Service Provider unless otherwise specified in this Agreement. We may require an examination by the Medical Director (or his or her designee) to determine eligibility for the following Services (see application definitions in Section II).

1. Adult Day Program
2. Companion/Homemaker Services
3. Delivery of Meals/Groceries
4. LPN/RN Services
5. Live-In Assistance
6. Personal Care Services

D. TRANSPORTATION SERVICES

Thrive at Home will provide, either directly or coordinated through a Network Service Provider, non-emergency transportation to and from medically necessary outpatient surgery or procedures that limit or impair your ability to drive. Such surgery or procedures may include, but are not limited to: cataract removal, chemotherapy treatments, surgical biopsies and transportation to your Home upon discharge from a hospital. The cost of these transportation services may be covered based on your Membership Plan and the extent of the coverage may vary by plan. Other transportation costs for regular physician office visits, dialysis, and specialist appointments are not covered under this Agreement; however, we will assist in coordinating these services for you, and you will be responsible for paying the transportation providers directly for these services. We will also, as necessary, coordinate a private aide to accompany you for transport, the cost of which will be borne by you.

E. Home Evaluation

During the first year of membership and every second year thereafter (unless we determine circumstances or a member's health condition justify more frequent evaluations), Thrive at Home will provide a Home evaluation of your Home's physical condition, both interior and exterior. This evaluation will result in a report of any structural, functional and safety issues and recommend resolutions. Thrive at Home does not represent that it will undertake steps necessary to effectuate any such recommendations; it is your choice and sole responsibility to make recommended changes or corrections to your Home. To aid you in managing any such projects, Thrive at Home will furnish you with a list of possible vendors and contractors whom you may hire directly, or you may choose to use our General Contracting/Construction Management services for a negotiated fee. You are solely responsible for the full cost of any improvements to your Home as a result of the Home Evaluation.

F. Personal Emergency Response System

At your request and as Determined to Be Appropriate, Thrive at Home will provide you with a GPS enabled Personal Emergency Response System. This system enables monitoring and communication of health care information and will enable you to obtain assistance in the event of an emergency.

G. Tele-Health And Social Engagement Technology

Upon request, Thrive at Home will provide you with state-of-the art and user-friendly technology to connect you with family, friends, health care providers and the Thrive at Home Team. The system is designed to enable you to easily engage in social activity as well as maintain a healthy lifestyle through coordinated programs.

H. Lifestyle And Wellness Programs

Thrive at Home offers from time to time a variety of programs free of charge or for a fee, including but not limited to: exercise classes, art classes, wellness seminars, speakers, and day excursions. You will be advised of the schedules and the cost, if any, for these programs as they are offered.

I. Referral Service

Thrive at Home, acting as an intermediary between you and third party referred service providers, makes referrals to you for services you might need to remain safely at Home. Examples include: Home adaptation/maintenance/improvement, snow removal, lawn care, legal, financial planning, rental of medical equipment, etc. The referral service is available at no cost to you; however, you are responsible for the cost of any services rendered by the referred service providers.

J. Facility-Based Services

When Determined to Be Appropriate by you, your Thrive at Home Team and prescribed by a physician, Thrive at Home will provide Facility-Based Services, including Assisted Living Services in a private accommodation and/or Nursing Home Facility Services in a semi-private accommodation, or you may select a facility as set forth in this Section. Thrive at Home may require an examination by the Medical Director (or his or her designee) to determine your eligibility for Facility-Based Services. Thrive at Home will not be responsible for any ancillary charges such as laundry, prescription drugs, medical supplies, telephone, or television that you incur during your Facility-Based Service.

K. Priority Wait List Placement

At your request, Thrive at Home will place your name on the Priority Wait List for an independent living apartment on the Whitney Center campus, based on your Effective Date of Membership. You must make your request in writing, indicating apartment preferences, selecting up to three (3) floor plans. The Effective Date of Membership will be used as the Priority Wait List date for up to six months. After six months, the Priority Wait List date will be based on the date of the request for specific residences.

L. Portability

Portability of your Thrive at Home membership is available to you following one year of membership and applies to locations within the United States. Thrive at Home will make every effort to investigate care provider networks for quality, availability, and accessibility to meet your care needs at your new home. Depending on your new location, quality, availability, and accessibility may vary. Your Thrive at Home personal service partner will continue to coordinate your services and be available to you 24/7. In the event that your care needs and coordination can be met more efficiently using a local geriatric care manager, Thrive at Home may engage those services to meet the conditions of your contract.

IV. Coverage Limits, Exclusions And Transfers

A. Coverage Limit

Your Thrive at Home membership, per your selected Membership Plan, covers the cost of Services up to a percentage of the Average Cost of Care for Facility-Based Services, where you would otherwise be eligible to reside. If the aggregate cost of covered Services you are receiving for any thirty-day period exceeds the percentage of the Average Cost of Care for Facility-Based Services specified in your Membership Plan, you may:

1. Choose to continue receiving Services and pay the difference between the cost of your Services and the Average Cost of Care in a facility where you would otherwise be eligible for all days following the thirty-day period;
2. Choose to discontinue Services that result in an aggregate cost higher than the percentage of the Average Cost of Care for Facility-Based Services specified in your Membership Plan (in which case, Thrive at Home may be compelled to terminate this Agreement if discontinuation of Services is deemed by the Thrive at Home Team to compromise your health or safety); or,
3. Choose to move to an Assisted Living or Nursing Home Facility.

B. Exclusions

You agree to pay the costs of the following services, whether provided by Thrive at Home or otherwise, to the extent that they are not covered by other insurance or assistance programs:

- Ambulance and other specialized medical transportation services, including the cost of a private aide, if needed for transport;
- Ancillary charges imposed by any outside health provider or institution;
- Charges for any physician, podiatrist, chiropractor or therapist;
- IV insertion;
- Mental illness and substance abuse services;
- Other costs which are customarily considered extra charges by facilities providing services similar to those provided to you by Thrive at Home;
- Orthopedic appliances;
- Prescription drugs and medical supplies;

- Ventilator care;
- Vision, hearing, and dental care, including all supplies, equipment and appliances; and all other services not specifically included in this Agreement.

C. Payment For Services Not Provided Under This Agreement

1. You may choose to enter an Assisted Living or Nursing Home Facility other than Whitney Center with the approval of Thrive at Home. Thrive at Home will pay the facility a per diem amount not to exceed the percentage, as specified by your Membership Plan, of the Average Cost of Care within the Designated Service Area. You will be responsible for any difference between the percentage of the Average Cost of Care and the rate charged by the Assisted Living or Nursing Home Facility.

2. You can, when Determined To Be Appropriate, receive Adult Day Service from a provider of your choosing within the Designated Service Area. Thrive at Home will pay the program a per diem amount not to exceed the percentage, as specified by your Membership Plan, of the Average Cost of Care within the Designated Service Area. You will be responsible for any difference between the percentage of the Average Cost of Care and the rate charged by the Adult Day Service.

3. In the event that accommodations in Whitney Center's Assisted Living or Nursing Home are not available for you, Thrive at Home will arrange for your care temporarily in another facility until accommodations become available. Thrive at Home will pay the facility a per diem amount not to exceed the percentage, as specified by your Membership Plan, of the Average Cost of Care within the Designated Service Area. You will be responsible for any difference between the percentage of the Average Cost of Care and the rate charged by the Assisted Living or Nursing Home Facility.

D. Decisions Involving Permanent Transfer From Your Residence

All decisions involving permanent transfer from your residence (including Home, Assisted Living Facility or Nursing Home Facility), to an Assisted Living, Nursing Home or similar care facility must be Determined To Be Appropriate by Thrive at Home, unless otherwise specified by this Agreement. Such decisions shall be made collaboratively between you or your Designated Representative, as necessary, and the Thrive at Home Team.

1. If the Thrive at Home Team concludes that you are no longer mentally and/or physically able to function safely in your current residence, your PSP will recommend that you transfer to a more appropriate level of care as Determined To Be Appropriate. You will continue to pay the monthly fee as set forth in Section I.C.3 and Attachment I upon transfer to an Assisted Living Facility or Nursing Home Facility in addition to any co-payments as specified in your Membership Plan. If you refuse to transfer, this Agreement may be terminated in our sole discretion in accordance with Section VII.

2. If you elect to transfer to an Assisted Living Facility or a Nursing Home Facility and such a transfer is not Determined To Be Appropriate by the Thrive at Home Team, this Agreement may be terminated in our sole discretion in accordance with Section VII.

3. If you decide to move into an independent living apartment on the Whitney Center campus, you can either maintain your Thrive at Home membership or follow the termination process outlined in Section VII of this Agreement.

V. YOUR RIGHTS AND RESPONSIBILITIES AS A MEMBER

A. RULES

You agree to abide by the rules of Whitney Center when on the Whitney Center campus.

B. RIGHTS OF MEMBERS

Your rights as a Member under this Agreement are those rights and privileges expressly granted to you in this Agreement or by Connecticut law.

In the event that you and your PSP are unable to come to an agreement about the Service Plan designed and recommended for you, you have the right grieve your concerns. Elevate your concerns in ascending order to: 1) PSP, 2) Executive Director, 3) Whitney Center, Inc. President & CEO, 4) Quality of Life Committee. At any level, the Thrive at Home team may meet to discuss your concerns, which includes consultation with the Thrive at Home nurse and Vice President of Clinical Services, and Medical Director. You and/or your Designated Representative may be asked to join team meetings. A response should be anticipated within 5 business days.

C. RIGHT OF ENTRY & HOME SAFETY

You shall permit authorized employees and providers entry into your Home in case of emergencies, for scheduled meetings with your PSP, and to provide Services. Thrive at Home recognizes your right to privacy and will limit entry to your Home as described in the aforementioned sentence.

You are responsible for ensuring a safe environment for authorized employees and providers granted entry to your Home. Your Home should be free of fire, health, safety hazards, violence, and threats of violence. Maintaining a safe environment pertains to all parties living and/or visiting in your Home regardless of membership status and includes pets.

You agree to secure weapons within the household per applicable federal and state regulations when services are being provided and during scheduled meetings. Upon request, you agree to keep pets secure when services are being provided and during scheduled meetings.

If the Thrive at Home Team identifies safety concerns, your PSP will recommend corrective actions. Home safety is a top priority and care and services may be suspended until the safety concerns are corrected.

D. REAL PROPERTY

Your rights and privileges, as granted herein, do not include any right, title, or interest whether legal, equitable, beneficial, or otherwise, in or to any part of the real property, including land, buildings, and improvements owned or operated by Whitney Center, Inc.

E. SUBORDINATION OF RIGHTS

Any of your rights, privileges, or benefits arising under this Agreement shall be subordinate and inferior to all mortgages, security interests, deeds of trust, and leasehold interests granted to secure any loans or advances made to Thrive at Home or Whitney Center, Inc., related entities, or successors, now outstanding or made in the future, in the real property and improvements constituting Whitney Center, and subordinate and inferior to all amendments, modifications, replacements, refunding or refinancing thereof. You agree that, upon the request of

Thrive at Home or Whitney Center, Inc., you will execute and deliver any and all documents, which are alleged to be necessary, or required to effect or evidence such subordination.

F. Responsibility For Damages

You will be responsible for any costs incurred in replacing, maintaining, or repairing any loss or damage to the real or personal property of Thrive at Home, Whitney Center, Inc., or other facility caused by your negligence or willful misconduct or that of your guests, agents, employees, or pet.

G. Protection Of Personal And Real Property

Thrive at Home is not responsible for the loss of any personal property belonging to you due to theft, fire, or any other cause. You may wish to obtain insurance at your own expense to protect against such losses.

H. Indemnification

You will indemnify Thrive at Home and Whitney Center, Inc. and hold them harmless for any injury to employees or any third person which arises from your negligent or intentional action. You may wish to obtain insurance at your own expense to cover this obligation.

I. Medicare, Supplemental Insurance Requirements And Third-Party Reimbursement

1. You are, or shall be when eligible, enrolled in Medicare Part A or its equivalent. You authorize, as necessary, any provider of such medical and other health services, including Thrive at Home, to receive reimbursement under Medicare Part A, or its equivalent as provided under these programs. During the next enrollment period following the filing of your application for membership to Thrive at Home, you will pay the premiums, secure, and maintain your enrollment in Medicare Part B. If you are not eligible for Medicare Part B, you agree to obtain and maintain equivalent insurance coverage acceptable to Thrive at Home. You shall also procure and maintain maximum coverage for prescription drugs under Medicare Part D, or, if you are not eligible for Medicare Part D, you agree to maintain health insurance that provides creditable prescription drug coverage.

2. You are required to secure and maintain a supplemental insurance (such as Blue Cross, MediGap, Extended Major Medical) to pay Medicare co-insurance deductible amounts and to provide major medical coverage. This coverage is not provided by Thrive at Home.

3. If at any time you become entitled to payments for health services from governmental agencies, including Medicaid, you agree to make prompt application for such payments. Thrive at Home will not be responsible for the cost of any Services for which you are entitled to reimbursement from a governmental agency or other third party, i.e. workers' compensation, liability or PIP (personal injury protection), no-fault insurance, etc. You agree that upon receiving third-party reimbursement, you will repay Thrive at Home for any third-party reimbursable costs which Thrive at Home incurred or paid on your behalf while your reimbursement approval was pending.

4. Thrive at Home will assist you in applying for health services or benefits under any programs for which you might qualify. Upon request, and when appropriate, you agree to execute an assignment of benefits to Thrive at Home. You further agree to notify Thrive at Home promptly of any changes in your health insurance coverage, including but not limited to, the addition or cancellation of any policy, or eligibility for Medicare, Medicaid or any other government coverage or benefit.

J. Non-Transferable

Your rights under this Agreement are personal to you and cannot be transferred or assigned by you to any other person or entity.

K. Preservation Of Your Assets

You agree to manage your financial resources so as not to threaten or impair your ability, or the ability of your estate to satisfy your financial obligations set forth in this Agreement. At the request of Thrive at Home, you agree to make arrangements for the preservation and management of your financial resources by a third party (or parties), including but not limited to the execution and funding of a trust agreement for your benefit whenever, in the sole judgment of Thrive at Home, it appears that your continued management of your financial affairs may make you unable to meet your financial obligations to Thrive at Home. Failure to comply with the requirements of this Paragraph may cause you to be ineligible for the subsidy assistance described in Section VI.C of this Agreement.

L. Financial Statements

Just as you have provided to Thrive at Home a financial statement as part of the admissions process, you agree to continue to provide financial statements, including copies of your federal, state and gift tax returns, or other financially related information when requested by Thrive at Home.

M. Health Status

You agree to share any changes in your medical status with your PSP and to provide copies of any and all examinations, test results, progress notes, or other copies of medical records provided by non-Thrive at Home providers to your PSP upon request. You further agree to have and share the results of a physical examination upon the request of your PSP.

N. Representations Made By You In Connection With Application For Membership

Your application and the statements of your finances and health history which you filed with Thrive at Home are incorporated into this Agreement, and all statements therein are deemed to be true as of the date made. You represent and warrant that there have been no material changes in the information provided since the date of application. Any material misstatement, or any material omission, may result in the termination of this Agreement by Thrive at Home.

O. Power Of Attorney

You agree to execute and maintain in effect a limited Durable Power of Attorney valid under Connecticut law. This Power of Attorney shall designate as your attorney-in-fact, a bank, lawyer, relative, or other responsible person or persons of your choice, to act for you in managing your financial affairs, and filing for your insurance or other benefits as fully and completely as you would if acting personally. It shall be in a form which survives your incapacity or disability and be otherwise satisfactory to Thrive at Home. You will deliver a fully executed copy of this Power of Attorney to us at the time of your first meeting with your PSP.

P. Notification Of Change In Home Address

You agree to provide Thrive at Home with written notice of any change in your Home address no less than thirty (30) days prior to the change, unless otherwise stipulated by this Agreement.

Q. Out Of Network Providers

You agree that, as specified in this Agreement and in your Service Plan, you will obtain services from Network Providers. Thrive at Home will permit the use of appropriately licensed out of network providers within the United States and its territories in certain circumstances. Specific rules and procedures for use of out of network providers are set forth in Thrive at Home's Out of Network Provider Policy.

VI. Fees

A. Statement Of Fees

The Membership Fee and Monthly Fee set forth in attached Attachment I, represent payment for the services to be provided by Thrive at Home under this Agreement.

B. Monthly Fees

You agree to pay Thrive at Home the total Monthly Fee in advance, on or before the fifth day of each month, beginning with the Membership Date. The Monthly Fee shall be prorated for any applicable period of less than one month. The Monthly Fee may be increased by Thrive at Home at its sole discretion upon thirty (30) days advance written notice to you.

Thrive at Home will endeavor to maintain the Monthly Fee at the lowest possible rate consistent with sound financial practice and maintenance of the quality of Services.

As a Member, you agree to pay the Monthly Fee whether you are residing in your Home or in another facility.

As a Member, should your two-person household status change due to separation, divorce or death, your membership will automatically change to a single-member household with the then-current applicable monthly fee applying.

You will be invoiced monthly for any items and services provided to you that Thrive at Home is not obligated to provide or pay for as part of your Monthly Fee, along with any co-pays as outlined in Attachment I, and you must pay those invoices within five days after receipt.

You agree to pay Thrive at Home interest at one percent (1%) per month on any overdue Monthly Fees and service charges.

C. Subsidy At Home Assistance

If your funds become substantially reduced or depleted, and your income reduced to the extent that you are eligible to receive public benefits, including, but not limited to, Social Security, Medicaid, etc., you agree to apply for these entitlements or benefits. Failure to do so may result in the termination of this Agreement by Thrive at Home, and release of its obligations hereunder. In the event that you are unable to meet your financial obligations to Thrive at Home after qualifying for all available public benefits, Thrive at Home will continue to provide the Services to which you are entitled under this Agreement only to the extent and for as long as Thrive at Home deems the provision of such Services to be consistent with the objectives of Thrive at Home and its prudent financial management of Thrive at Home. The total cumulative amount of uncompensated Services and other subsidies provided to you by Thrive at Home shall be deducted from any refund due to you or your estate upon termination of this Agreement.

VII. Termination Of This Agreement And Refunds

A. Termination By You

1. You may terminate this Agreement for any reason within thirty (30) days following the execution of the contract ("Statutory Rescission Period") by notifying Thrive at Home in writing by registered or certified mail. In the event you terminate within the Statutory Rescission Period, any fees paid to Thrive at Home will be refunded less:
   a. Costs specifically incurred by Thrive at Home at your request; and,
   b. A service charge equal to the greater of one thousand dollars ($1,000) or two percent (2%) of your Membership Fee.

2. You may terminate this Agreement after the Statutory Rescission Period by giving written notice, specifying the termination date, to Thrive at Home, by registered or certified mail, no less than thirty (30) days prior to termination.

3. This Agreement shall terminate upon your death.

4. Any Membership Fee refund due you after the Statutory Rescission Period will be made in accordance with Paragraphs E and F of this Section, as applicable.

B. Transfer Of Thrive At Home Members To Independent Living On The Whitney Campus

As a member of Thrive at Home, you may choose to move to an independent living apartment on the Whitney Center campus; if you choose to terminate your membership, you must follow the termination process outlined in Section VII of the Agreement.

Your application for residency will require financial qualification and you will be required to undergo a health screening to ensure that residency in an independent living apartment is suited to your needs.

Your full Membership Fee, including the depreciated portion, will be applied to your Whitney Center apartment; you will pay the difference between your Membership Fee and the applicable entry fee. If you choose Whitney Center's amortizing refund plan, the full entry fee will be subject to the declining refund schedule based your Membership Date. If you choose Whitney Center's refundable plan, the applied Membership Fee will be subject to the declining refund schedule based on your Membership Date. You may elect to undergo a health qualification for residency thereby eliminating the use of the Membership Date as a basis for a declining refund schedule.

C. Termination By Thrive At Home

Thrive at Home shall have the right to terminate this Agreement for any cause, which, in its sole discretion, shall be good and sufficient. Good and sufficient cause shall include, but is not limited to the following:

1. Failure to perform your obligations under this Agreement, including the obligation to pay the Monthly Fees and other charges within sixty (60) days after they are due for payment;
2. Material misstatements or failure to state a material fact in your application or any other financial statement, or health history statement filed with Thrive at Home;

3. Dissipation or commitment of your financial resources which impairs your ability to meet your financial obligation to Thrive at Home;
4. Your behavior resulting in a threat to the safety, health, peace, or well-being of yourself or others;
5. Your refusal to follow the Service Plan recommendations of Thrive at Home when such refusal poses a risk to your health or safety, as determined by us in our sole discretion; and,
6. Your decision to move to an Assisted Living Facility or Nursing Home Facility when such a move is not Determined To Be Appropriate.

Thrive at Home shall give you reasonable notice of termination in writing via hand delivery, or registered, or certified mail. Thrive at Home's determination that your continued membership presents a threat to the safety of others, or of yourself, shall be a factor in determining the reasonableness of that notice period.

D. APPEALS

You have the right to appeal a decision by Thrive at Home to terminate this Agreement. Only you or your Designated Representative may appeal a decision to terminate. A request for appeal may be made by requesting the appeal in writing by certified or registered mail to Executive Director, Thrive at Home within ten (10) days of the notice of termination.

If a prompt request for appeal is received, the Thrive at Home Appeals Committee, consisting of the Medical Director, Chief Executive Officer, and Executive Director of Thrive at Home will review the appeal and original termination decision. The decision of the Appeals Committee will be provided in writing within thirty (30) days of receipt of your appeal.

E. DUTIES UPON TERMINATION

If either you or Thrive at Home terminates this Agreement after the Statutory Rescission Period, you must pay Monthly Fees through the Termination Date.

Upon termination by either you or Thrive at Home after the Statutory Rescission Period, you agree to pay Thrive at Home all amounts owed to it, and any reasonable expenses incurred in connection with the termination, including, but not limited to, the cumulative amount of any uncompensated services or other subsidies provided to you by Thrive at Home. Thrive at Home may set off any amounts owed it by you against any refund due pursuant to Paragraph F of this Section.

If you transfer to an Assisted Living or Nursing Home Facility, you may be asked to sign additional agreements applicable to the residential setting to which you are transferred; however, this Agreement does not automatically terminate, and no refund of any portion of the Membership Fee shall be due upon your transfer to an Assisted Living or Nursing Home Facility.

F. REFUND PROVISIONS APPLICABLE TO ALL PLANS

1. If you've chosen a traditional Membership Fee and terminate this Agreement, you or your estate shall be due a refund equal to the Membership Fee less (i) two percent (2%) thereof for each calendar month between the Membership Date and the date of termination ("Termination Date") and (ii) any offsets applied pursuant to Paragraph E of this Section. No refund shall be due if you terminate this Agreement more than fifty (50) months after the Membership Date.

If Thrive at Home terminates this Agreement after your Membership Date, you or your estate shall be due a refund equal to the amount of the Membership Fee less (i) one percent (1%) thereof for each calendar month between the date you signed this Agreement and the Termination Date and (ii) any offsets applied pursuant to Paragraph E of this Section. No refund shall be due if Thrive at Home terminates this Agreement more than one hundred (100) months after the date you signed this Agreement.

2. If you've chosen a refundable Membership Fee and either you or Thrive at Home terminates this Agreement, Thrive at Home will pay you or your estate a refund equal to 100% of the Membership Fee minus any offsets applied pursuant to Paragraph E of this Section.

3. If you (or your estate) are due a refund, such refund, without interest, will be made when Thrive at Home receives payment from a new member of the Membership Fee for the same Thrive at Home Membership plan, not to exceed six (6) months from the Termination Date. Outstanding expenses and any other sums owed by the Member to Thrive at Home will be deducted from any refund due.

4. For purposes of computing Membership Fee refunds, a partial calendar month of more than fifteen (15) days shall be treated as a full month, and a partial calendar month of fifteen (15) or fewer days shall be ignored. The date you signed this Agreement and Termination Date shall be counted as full calendar days.

VIII. MISCELLANEOUS

A. CONFIDENTIALITY

Thrive at Home has the responsibility to keep in confidence all of the personal, medical, and financial information you have supplied to Thrive at Home. You agree that Thrive at Home can provide such information to health care professionals, third-party payers, and others who have a need, in our judgment, or a right to know such information under federal or state law.

B. MANAGEMENT AUTHORITY

Thrive at Home retains all authority regarding membership, adjustment of fees, and all aspects of the management of Thrive at Home. You do not have the right to prevent the membership of a new member or the termination of another member's Membership Agreement, nor do you have the right to protest the fees charged to, or financial assistance rendered to any other member.

C. WAIVER

In the event that Thrive at Home does not, in any one or more instances, insist upon your strict performance, observance, or compliance with any of the terms or provisions of this Agreement, or if we waive a breach by you of this Agreement, it shall not be construed to be a waiver of our right to insist upon your strict compliance with all other terms and provisions of this Agreement.

D. GOVERNING LAWS

This Agreement, including its validity and the capacity of the parties to this Agreement, its form, interpretation of its language, and any questions concerning its performance and discharge, shall be governed by and construed in accordance with the laws and judicial decisions of the State of Connecticut.

E. ATTORNEYS' FEES AND COSTS

If Thrive at Home is obliged to take legal action to enforce this Agreement, to collect sums due to Thrive at Home pursuant to this Agreement, or to recover damages of any kind, you are liable for the costs of such action including, but not limited to, reasonable attorneys' fees.

F. FULL AND COMPLETE AGREEMENT

This Agreement has precedence over any representations previously made by Thrive at Home representatives, and over any descriptions of services in promotional materials or presentations. This Agreement constitutes the entire contract between you and Thrive at Home and supersedes all previous understandings and agreements between you and Thrive at Home. No waiver or modification shall be valid unless made in writing, signed by you and by Thrive at Home, and attached to this Agreement.

G. INTERPRETATION

Headings are for convenience and reference purposes only and shall not affect the interpretation of any provision of this Agreement. Should any provision herein, for any reason, be held invalid or unenforceable in any jurisdiction in which it is sought to be enforced, such invalidity and unenforceability shall not affect any other provision of this Agreement, and such invalid and unenforceable provision shall be construed as if it were omitted. The remainder of the Agreement shall remain in full force and effect.

H. RIGHT OF SUBROGATION

Should you be injured by a third party and such injury requires us to provide health care services under this Agreement, we shall be subrogated, to the extent allowed by Connecticut law, to your rights against such other third party to the extent necessary to reimburse us for the costs incurred in providing Services under this Agreement.

I. GENDER OF PRONOUNS

All references in this Agreement by masculine pronouns and adjective also include the feminine and non-binary and vice versa.

J. SUCCESSORS AND ASSIGNS

The duties owed Thrive at Home under this Agreement shall inure to the benefit of its successors and assigns.

K. STATEMENT OF NON-DISCRIMINATION

Thrive at Home complies with applicable federal and state laws that prohibit discrimination based on race, color, sex, religious beliefs, sexual orientation, gender identity, national origin, disability and other protected classes of persons.

We create and foster community by providing an intentionally welcoming and safe environment where all feel valued and cared for, and where all are given opportunity to form meaningful connections with one another. We foster a climate of purposeful inclusion of all. We cherish the diversity of gender, gender identity and expression, age, race, ethnicity, national origin, sexual orientation, education, and political perspective.

L. Notices

When required by the terms of this Agreement, notices shall be given in writing and shall be given to Thrive at Home or to you at the addresses set forth in Attachment I, or at such address as we or you shall specify in writing to each other.

Your signature below certifies that you have read, understand, and accept this Agreement, and that you or your financial advisor have received the most current Disclosure Statement containing the current audited financial statements.

___________________________________	______________________________
Signature - Member	Witness
___________________________________	______________________________
Date	Date

WHITNEY CENTER, INC. d/b/a THRIVE at HOME with WHITNEY CENTER

____________________________________	______________________________
Authorized Representative	Date

Attachment I – Membership Plan Selection And Fees

MEMBER NAME:_______________________________ MEMBERSHIP DATE:_____________

MEMBER DATE OF BIRTH:______________________ AGE AT ENROLLMENT: ___________

PLAN SELECTION AND FEES: Membership fees are based on the type of Membership Plan selected and the age of the person enrolling in the program. Monthly fees are based on the Membership Plan. The Membership Plan you have selected and the monthly fees are stated below:

Membership Plan Selected:

Diamond - 100% Coverage	❑Traditional ❑Refundable ❑ Flex
Emerald -70% Coverage	❑Traditional ❑Refundable ❑ Flex
Ruby - 50% Coverage	❑Traditional ❑Refundable ❑ Flex
Sapphire – Coordination Only	❑Traditional ❑Refundable ❑ Flex
MEMBERSHIP FEE DUE	$_______________
MONTHLY FEE	$_______________

ADDRESSES FOR REQUIRED NOTICE:

Thrive at Home with Whitney Center:

Executive Director
Thrive at Home with Whitney Center
200 Leeder Hill Drive
Hamden, CT 06517

You:

Name:_______________________________________

Address:_____________________________________
____

Your signature below certifies that you have read, understand, and accept this Attachment I.

____ ____________________________
Signature - Member Date

EXHIBIT B

AUDITED FINANCIAL STATEMENTS, INCLUDING PREVIOUS FOUR YEARS

WHITNEY CENTER, INCORPORATED

FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

WHITNEY CENTER, INCORPORATED

CONTENTS

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Whitney Center, Incorporated

Report on the Financial Statements

We have audited the accompanying financial statements of Whitney Center, Incorporated (a nonprofit organization), which comprise the statements of financial position as of December 31, 2020 and 2019, and the related statements of activities and changes in net assets (deficit) and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Marcum LLP ▪ 555 Long Wharf Drive ▪ 8th Floor ▪ New Haven, Connecticut 06511 ▪ Phone 203.781.9600 ▪ Fax 203.781.9601 ▪ www.marcumllp.com

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Whitney Center, Incorporated as of December 31, 2020 and 2019, and the changes in its net assets (deficit) and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Marcum LLP

New Haven, CT
April 14, 2021

WHITNEY CENTER, INCORPORATED

STATEMENTS OF FINANCIAL POSITION

DECEMBER 31, 2020 AND 2019

	2020	2019
Assets		
Current Assets		
Cash and cash equivalents	$ 7,851,154	$ 3,053,100
Accounts receivable	1,020,722	1,064,874
Contract receivables	126,377	695,614
Other receivables	129,961	23,920
Prepaid expenses and other current assets	615,965	538,540
Assets held by trustee	11,722,346	13,334,686
Investments	7,179,688	6,310,770
Total Current Assets	28,646,213	25,021,504
Property and Equipment	78,559,353	80,772,046
Other Assets		
Deferred marketing costs, less accumulated amortization of $3,935,031 in 2020 and $3,598,970 in 2019	221,388	557,449
Total Assets	$ 107,426,954	$ 106,350,999

The accompanying notes are an integral part of these financial statements.

WHITNEY CENTER, INCORPORATED

STATEMENTS OF FINANCIAL POSITION (CONTINUED)

DECEMBER 31, 2020 AND 2019

	2020	2019
Liabilities and Net Assets (Deficit)		
Current Liabilities		
Accounts payable	$ 1,508,567	$ 1,149,897
Accrued expenses	4,296,321	2,961,667
Deferred revenue	216,211	--
Contract deposits	45,447	164,621
Current portion of capital lease obligation	11,055	74,572
Total Current Liabilities	6,077,601	4,350,757
Capital Lease Obligation - less current portion	--	11,055
Long-Term Debt - less current portion and deferred financing costs	58,703,495	58,824,662
U.S. Small Business Administration Paycheck Protection Program loan	2,250,000	--
Deferred Income from Entry Fees	36,521,217	38,978,050
Refundable Entry Fees	14,802,764	15,420,824
Deposits	128,931	145,292
Total Liabilities	118,484,008	117,730,640
Net Assets (Deficit)		
Without donor restrictions	(11,560,246)	(11,816,518)
With donor restrictions	503,192	436,877
Total Net Deficit	(11,057,054)	(11,379,641)
Total Liabilities and Net Assets (Deficit)	$ 107,426,954	$ 106,350,999

The accompanying notes are an integral part of these financial statements.

WHITNEY CENTER, INCORPORATED

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (DEFICIT)

FOR THE YEAR ENDED DECEMBER 31, 2020

	Without Donor Restrictions	With Donor Restrictions	Totals
Revenues and Gains			
Resident services, including amortization of entry fees of $7,481,678	$ 28,320,080	$ --	$ 28,320,080
Other operating revenues	664,929	20	664,949
CARES Act Provider Relief Funds	301,521	--	301,521
Contributions	81,853	48,829	130,682
Net assets released from restriction	28,180	(28,180)	--
Total Revenues and Gains	29,396,563	20,669	29,417,232
Expenses and Losses			
Salaries and wages	10,771,132	--	10,771,132
Depreciation and amortization	5,141,655	--	5,141,655
Interest expense	2,677,463	--	2,677,463
Employee benefits	2,709,058	--	2,709,058
Property taxes	2,255,830	--	2,255,830
Other operating expenses	927,696	--	927,696
Contract services	983,062	--	983,062
Utilities	1,217,235	--	1,217,235
Food	1,197,875	--	1,197,875
Ancillary health services	859,722	--	859,722
Supplies	793,746	--	793,746
Repairs and maintenance	361,429	--	361,429
Insurance	212,388	--	212,388
Total Expenses and Losses	30,108,291	--	30,108,291
(Deficiency) Excess of Revenues and Gains over Expenses and Losses from Operations	(711,728)	20,669	(691,059)
Nonoperating Items			
Unrealized gain on investments	565,126	39,073	604,199
Investment income, net	67,964	2,599	70,563
Realized gain on sale of investments	334,910	3,974	338,884
Total Nonoperating Items	968,000	45,646	1,013,646
Excess of Revenues and Gains over Expenses and Losses and Nonoperating Items	256,272	66,315	322,587
Net Assets (Deficit) - Beginning	(11,816,518)	436,877	(11,379,641)
Net Assets (Deficit) - Ending	$ (11,560,246)	$ 503,192	$ (11,057,054)

The accompanying notes are an integral part of these financial statements.

WHITNEY CENTER, INCORPORATED

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (DEFICIT)

FOR THE YEAR ENDED DECEMBER 31, 2019

	Without Donor Restrictions	With Donor Restrictions	Totals
Revenues and Gains			
Resident services, including amortization of entry fees of $7,851,191	$ 28,127,868	$ --	$ 28,127,868
Other operating revenues	1,205,117	90	1,205,207
Contributions	35,528	24,709	60,237
Net assets released from restriction	42,175	(42,175)	--
Total Revenues and Gains	29,410,688	(17,376)	29,393,312
Expenses and Losses			
Salaries and wages	10,736,157	--	10,736,157
Depreciation and amortization	4,946,948	--	4,946,948
Interest expense	4,600,038	--	4,600,038
Employee benefits	2,363,464	--	2,363,464
Property taxes	2,177,003	--	2,177,003
Other operating expenses	1,279,588	--	1,279,588
Contract services	1,365,506	--	1,365,506
Utilities	1,219,908	--	1,219,908
Food	1,286,895	--	1,286,895
Ancillary health services	1,059,178	--	1,059,178
Supplies	662,854	--	662,854
Repairs and maintenance	403,465	--	403,465
Insurance	186,121	--	186,121
Total Expenses and Losses	32,287,125	--	32,287,125
Deficiency of Revenues and Gains over Expenses and Losses from Operations	(2,876,437)	(17,376)	(2,893,813)
Nonoperating Items			
Unrealized gain on investments	553,518	52,031	605,549
Investment income, net	54,229	3,744	57,973
Realized gain on sale of investments	331,290	907	332,197
Loss on early extinguishment of debt	(1,872,977)	--	(1,872,977)
Total Nonoperating Items	(933,940)	56,682	(877,258)
(Deficiency) Excess of Revenues and Gains over Expenses and Losses and Nonoperating Items	(3,810,377)	39,306	(3,771,071)
Net Assets (Deficit) - Beginning	(8,006,141)	397,571	(7,608,570)
Net Assets (Deficit) - Ending	$ (11,816,518)	$ 436,877	$ (11,379,641)

The accompanying notes are an integral part of these financial statements.

WHITNEY CENTER, INCORPORATED

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

	2020	2019
Cash Flows from Operating Activities		
Change in net assets (deficit)	$ 322,587	$ (3,771,071)
Adjustments to reconcile change in net assets (deficit) to net cash provided by operating activities:		
Depreciation and amortization	5,141,655	4,946,948
Amortization of entry fees	(7,517,810)	(7,851,191)
Entry fees received	5,273,559	7,000,547
Net realized and unrealized gain on investments	(943,083)	(937,746)
Loss on disposal of assets	12,060	14,882
Other amortization	(121,167)	63,080
Loss on early extinguishment of debt	--	1,855,077
Changes in operating assets and liabilities:		
Accounts receivable	44,152	376,106
Contract receivables	569,237	22,383
Other receivables	(106,041)	(7,975)
Prepaid expenses and other current assets	(103,120)	(48,595)
Accounts payable	358,670	(467,721)
Accrued expenses	1,334,654	752,411
Deferred revenue	216,211	--
Contract deposits	(119,174)	(40,566)
Deposits	(16,361)	(14,039)
Net Cash Provided by Operating Activities	4,346,029	1,892,530
Cash Flows from Investing Activities		
Purchases of property and equipment	(2,579,266)	(2,498,033)
Net change in assets held by trustee	1,612,340	(4,959,250)
Net sales of assets whose use is limited	133,021	72,326
Proceeds from sales of investments	1,989,786	2,100,806
Purchases of investments	(2,048,642)	(3,607,832)
Net Cash Used in Investing Activities	(892,761)	(8,891,983)

The accompanying notes are an integral part of these financial statements.

WHITNEY CENTER, INCORPORATED

STATEMENTS OF CASH FLOWS (CONTINUED)

FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

	2020	2019
Cash Flows from Financing Activities		
Refundable entry fees received	$ 1,861,072	$ 1,483,515
Principal payments on capital lease obligation	(74,572)	(996,792)
Refunds of deposits and refundable entry fees	(2,691,714)	(1,859,760)
Proceeds of long term debt	--	10,178,743
Proceeds from Paycheck Protection Program loan	2,250,000	--
Deferred financing costs incurred	--	(783,764)
Repayment of long term debt	--	(630,000)
Net Cash Provided by Financing Activities	1,344,786	7,391,942
Net Change in Cash and Cash Equivalents	4,798,054	392,489
Cash and Cash Equivalents - Beginning	3,053,100	2,660,611
Cash and Cash Equivalents - Ending	$ 7,851,154	$ 3,053,100
Supplemental Disclosure of Cash Flow Information		
Interest paid	$ 3,811,645	$ 4,022,551
Supplemental Disclosures of Non-Cash Financing and Investing Activities		
Gross proceeds from issuance of Series 2019 bonds		$ 60,403,204
Less - Underwriter's discount		(764,431)
Net proceeds from issuance of Series 2019 bonds		59,638,773
Less - escrow deposit trust established for payoff of Series 2009 bonds		(49,460,030)
Net cash received from issuance of Series 2019 bonds		$ 10,178,743

The accompanying notes are an integral part of these financial statements.

NOTE 1 - NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES

NATURE OF BUSINESS

Whitney Center, Incorporated (the Corporation) is a retirement community offering its residents a comprehensive range of facilities and services including a central dining room, a health center, common lounges and meeting rooms, and other amenities for retirement living. As of December 31, 2020 and 2019, there were 245 and 243 apartment units, respectively, including units available for assisted living, and 59 nursing beds in the health center.

Residents pay an entry fee and a monthly service fee that entitles them to the lifetime use and privileges of the retirement community including care in the health center. Residents do not acquire any interest in the real estate and property owned by the Corporation. Management of the Corporation is vested in the Board of Directors and designated officers.

SIGNIFICANT ACCOUNTING POLICIES

BASIS OF PRESENTATION

The financial statements of the Corporation are prepared in accordance with accounting principles generally accepted in the United States of America (GAAP) utilizing the accrual basis of accounting. Under the accrual basis, revenues are recognized when earned and expenses when the related liability for goods or services is incurred, regardless of the timing of cash flows.

The Corporation follows the provisions of Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958, *Not-for-Profit Entities*. FASB ASC 958 establishes standards for external financial reporting by not-for-profit organizations. Resources are reported for accounting purposes, in separate classes of net assets based on the existence or absence of donor-imposed restrictions. In the accompanying financial statements, net assets that have similar characteristics are combined into the following categories:

Net Assets (Deficit) Without Donor Restrictions - Net assets without donor restrictions consist of the net assets over which the governing board has control to use in carrying out the operations of the Corporation in accordance with its charter and by-laws and are not restricted by donor-imposed restrictions

NOTE 1 - NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Net Assets With Donor Restrictions - Net assets with donor restrictions consist of net assets whose use is limited by donor-imposed restrictions which either expire with the passage of time (time restriction) or can be fulfilled and removed by actions of the Corporation pursuant to the restrictions (purpose restrictions). When donor-imposed restrictions expire, that is when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the accompanying statements of activities as net assets released from restrictions.

(DEFICIENCY) EXCESS OF REVENUES AND GAINS OVER EXPENSES AND LOSSES FROM OPERATIONS

The statements of activities and changes in net assets include (deficiency) excess of revenues and gains over expenses and losses from operations as the performance indicator. Changes in net assets without donor restrictions that are excluded from (deficiency) excess of revenues and gains over expenses and losses from operations, consistent with industry practice, include investment income, net, realized gain on sale of investments, unrealized gain on investments, and loss on early extinguishment of debt.

USE OF ESTIMATES

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The Corporation’s significant estimates include assessing the collectability of accounts receivable, self-insurance exposures, the extent of contractual allowances, fair value of investments, the estimated useful lives of long-lived assets and unrecognized CARES Act Funds. Actual results could differ from those estimates.

FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amount of the Corporation’s financial instruments classified as current assets and current liabilities (cash and cash equivalents, accounts receivable, accounts payable, and accrued expenses) approximates fair value. The fair values of other financial instruments are disclosed in the notes below.

NOTE 1 - NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

CASH AND CASH EQUIVALENTS

Cash and cash equivalents include investments in highly liquid debt instruments with original maturities of three months or less at purchase. The Corporation routinely invests its surplus operating funds in a commercial sweep account. These funds generally invest in highly liquid U.S. Government and Agency obligations.

CONTRACT RECEIVABLES

Contract receivables include balances outstanding on completed residency agreements, including those with short-term deferred payment arrangements.

ACCOUNTS RECEIVABLE

Accounts receivable result from the health care and independent living residential services provided by the Corporation. Accounts receivable are reported net of any contractual adjustments and implicit price concessions.

The Corporation estimates its accounts receivable based on its past experience, which indicates that certain patients are unable or unwilling to pay the portion of their bill for which they are financially responsible. The difference between the standard rates and the amounts actually collected after all reasonable collection efforts have been exhausted is generally charged off against revenue as an implicit price concession.

ASSETS WHOSE USE IS LIMITED

Assets whose use is limited include assets received with donor restrictions for the benefit of residents, and assets set aside by the Board of Directors. The Board of Directors has designated $517,390 and $574,427 for the benefit of the residents and to fund other capital and service objectives as of December 31, 2020 and 2019, respectively.

NOTE 1 - NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

ASSETS HELD BY TRUSTEE

Assets held by trustee are assets restricted pursuant to a trust indenture, relating to the Corporation’s long-term debt. The specific accounts held by the trustee, in accordance with the requirements of the trust indenture, include a capital project fund, debt service reserve fund, bond interest account, and a cost of issuance fund.

INVESTMENT VALUATION AND INCOME RECOGNITION

Investments, which consist of marketable equity securities, U.S. Government and Agency obligations, corporate bonds, and mutual funds, are measured at fair value in the statements of financial position. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. See Note 3 for a discussion of fair value measurements.

Purchases and sales of securities are recorded on the trade date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date. Investment income (including realized gains and losses on investments, interest, and dividends) is included in deficiency of revenues and gains over expenses and losses from operations unless restricted by donor or law.

Unrealized gains and losses on investments are excluded from deficiency of revenues and gains over expenses and losses from operations. Expenses relating to investment income, including custodial fees and investment advisory fees, amounted to $38,374 in 2020 and $43,127 in 2019 and have been netted against investment income in the accompanying statements of activities.

Investment accounts represent assets set aside by the Board for future capital improvements and to fund operating deficits, over which the Board retains control and may, at its discretion subsequently use for other purposes.

The Corporation analyzes its investment portfolio for indicators of impairment that are other than-temporary. When declines in fair value are deemed to be other-than-temporary, the loss is reported as a component of realized losses on the statements of activities and the fair value on the date of this determination becomes the new basis of the investment. Subsequent increases in the fair value of these investments are recorded as a component of the change in net assets and are not recorded as realized gains until the investments are sold. No impairment losses were recorded in 2020 and 2019.

NOTE 1 - NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

INVESTMENT VALUATION AND INCOME RECOGNITION (CONTINUED)

The Corporation's investment securities are subject to exposure to various risks such as interest rate risk, financial market risk, and credit risk. Due to the level of risk associated with investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such changes could materially affect the value of investment securities reported in the Corporation's financial statements.

DEFERRED INCOME FROM ENTRY FEES AND REFUNDABLE ENTRY FEES

The Corporation has certain entry fee contracts that provide for refunds on a declining-scale if the contract is voluntarily terminated within 45 months of occupancy or if the resident dies within 12 months of occupancy. There is no refund after those periods have elapsed. Entry fees from these contracts are recorded as "deferred income from entry fees" and are recognized as income over the estimated remaining life expectancy of each resident, with the expectancy reevaluated annually.

Other entry fee contracts provide for a 60 percent or a 90 percent refund when an entry fee is received from a resident for the same or similar apartment. The refundable portion of a resident's entrance fee is generally refundable within a certain number of months or days following contract termination or upon the resale of the unit, or in some agreements, upon the resale of a comparable unit or 18 months after the resident vacates the unit. The refundable portion of the entry fees from these contracts are recorded as "refundable entry fees" and are recognized in the statements of financial position as a long-term liability.

The Corporation has modified contract options for those residents who wish to apply for long-term care insurance benefits or to self-insure for long-term care services in exchange for lower entry fees. Residents may terminate residency and care agreements at any time for any reason with 120 days' notice. Payments of refunds are charged against the resident's unamortized entry fee and/or refundable entry fees and any gain or loss is included in revenue or expense.

Total contractual refund obligations related to entry fee contracts with refundable options at December 31, 2020 and 2019 were $14,802,764 and $15,420,824, respectively.

NOTE 1 - NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

REVENUE RECOGNITION - RESIDENT SERVICE FEES

Resident service fee revenue is reported at the amounts that reflect the consideration the Corporation expects to receive in exchange for the services provided. These amounts are due from residents or third-party payors and include variable consideration for retroactive adjustments, if any, under reimbursement programs. Performance obligations are determined based on the nature of the services provided. Resident service fee revenue is recognized as performance obligations are satisfied.

Resident service fees at the independent living community consist of regular monthly charges for basic housing and support services and fees for additional requested services, such as assisted living services, personalized health services and ancillary services. Fees are specified in agreements with residents, which are generally short term in nature, with regular monthly charges billed in advance. The Corporation recognizes revenue for housing services under independent living and assisted living residency agreements in accordance with the provisions of ASC 840 *Leases* (ASC 840).

REVENUE RECOGNITION - HEALTH CENTER

The Corporation recognizes revenue for skilled nursing residency, assistance with activities of daily living, thrive at home and personalized health services in accordance with the provisions of ASC 606, *Revenue from Contracts with Customers* (ASC 606). The Corporation has determined that the senior living services included under the daily or monthly fee have the same timing and pattern of transfer and are a series of distinct services that are considered one performance obligation which is satisfied over time. The Corporation receives revenue for services under various third-party payor programs which include Medicare, Medicaid and other third-party payors. Settlements with third-party payor for retroactive adjustments due to audits, reviews or investigations are included in the determination of the estimated transaction price for providing services.

The Company determines transaction price based on gross charges for services provided, reduced by contractual adjustments provided to third-party payors, discounts provided to uninsured patients in accordance with the Corporation's charity care policy, and implicit price concessions provided primarily to uninsured patients. Residents who have health care insurance may also have discounts applied related to their copayment or deductible. Implicit price concessions are recorded as a direct reduction to net patient service revenue and are based primarily on historical collection experience.

NOTE 1 - NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

REVENUE RECOGNITION - HEALTH CENTER (CONTINUED)

Estimates of contractual adjustments and discounts are determined by major payor classes for inpatient and outpatient revenues based on contractual agreements, discount policies and historical experience. Management continually reviews the contractual estimation process to consider and incorporate updates to laws and regulations and frequent changes in commercial and managed care contractual terms resulting from contract renegotiations and renewals.

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near term.

Settlements with third-party payors for retroactive revenue adjustments due to audits, reviews or investigations are considered variable consideration and are included in the determination of the estimated transaction price for providing patient care. Such estimates are determined through either a probability-weighted estimate or an estimate of the most likely amount, depending on the circumstances related to a given estimated settlement item. These settlements are estimated based on the terms of the payment agreement with the payor, correspondence from the payor and historical settlement activity, including an assessment to ensure that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the retroactive adjustment is subsequently resolved.

Estimated settlements are adjusted in future periods as adjustments become known, or as years are settled or are no longer subject to such audits, reviews and investigations. There were no material changes in prior period estimates that changed resident service revenue during the years ended December 31, 2020 and 2019.

Effective October 1, 2019, the Centers for Medicare and Medicaid Services (CMS) issued a new case-mix model called the Patient-Driven Payment Model (PDPM), which focuses on a resident’s condition and care needs, rather than the amount of care provided to determine reimbursement levels. The PDPM utilizes clinically relevant factors for determining Medicare payment by using ICD-10 diagnosis codes and other patient characteristics as the basis for patient classification.

NOTE 1 - NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

OBLIGATION TO PROVIDE FUTURE SERVICES

For the year ended December 31, 2020, the Corporation utilized the services of an actuary to calculate the present value of the net cost of future services and the use of facilities to be provided to current residents, and compares that amount with the balance of deferred revenue from advance fees. If the present value of the net cost of future services and the use of facilities exceeds the deferred revenue from advance fees, a liability is recorded (obligation to provide future services and use of facilities) with the corresponding charge to income. For the year ended December 31, 2019, the Corporation calculated the present value of the net cost of future services and use of facilities to be provided to current residents and compares that amount with the balance of deferred revenue from entry fees. There was no future service obligation at December 31, 2020 and 2019.

OPERATING RESERVE

The State of Connecticut Department of Social Services (DSS) monitors Connecticut retirement communities and their compliance with existing state regulations. Among other things, DSS requires that retirement communities maintain an operating reserve equal to approximately one month’s cash operating costs and six months of debt service. The Corporation maintained an adequate operating reserve as of December 31, 2020 and 2019. The operating reserve is included within cash and cash equivalents on the accompanying statements of financial position.

PROPERTY AND EQUIPMENT

Property and equipment, including assets held under capital leases, are stated at cost net of accumulated depreciation. Maintenance and repairs are charged to expense as incurred. Depreciation is provided over the estimated useful life of each asset, which ranges from three to forty years, and is computed using the straight-line method. When assets are disposed of, the asset and related accumulated depreciation are eliminated from the accounts and any resulting gain or loss is reflected in the statement of activities and changes in net assets. Construction in process is recorded at cost and consists of assets that have not yet been placed in service. Depreciation begins when the asset is placed in service.

NOTE 1 - NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

IMPAIRMENT OF LONG-LIVED ASSETS

FASB ASC 360-10-35, *Accounting for the Impairment or Disposal of Long-Lived Assets*, requires the Corporation to review long-lived assets, such as property and equipment or intangible assets, for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be fully recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset.

If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized in the amount by which the carrying amount of the asset exceeds the fair value of the asset. There were no impairment losses recognized during the years ended December 31, 2020 and 2019.

CONTRIBUTIONS AND DONOR RESTRICTED GIFTS

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is awarded or received. Conditional promises to give and indications of intentions to give are reported at fair value only when the conditions on which they depend are substantially met and the promises become unconditional.

The gifts are reported as support with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the statement of operations as net assets released from restrictions.

When long-lived assets are placed in service, thus satisfying purpose restrictions, the amount is included as a change in net assets, with and without donor restrictions. Donor-restricted contributions whose restrictions are met within the same year as received are reflected as contributions without donor restrictions in the accompanying financial statements.

CONTRIBUTED GOODS AND SERVICES

Goods or services have been provided by various organizations and a number of unpaid volunteers have contributed their time. Contributions are recognized if the services rendered (a) create or enhance nonfinancial assets or (b) require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. Contributed goods or services that do not meet the above criteria are not recognized.

NOTE 1 - NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

DEFERRED FINANCING COSTS

The Corporation follows the provisions of Accounting Standards Update (ASU) 2015-03, *Simplifying the Presentation of Debt Issuance Costs* (ASU 2015-03) which require that debt issuance costs related to a recognized debt liability be presented in the balance sheets as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. Deferred financing costs are amortized using the yield method over the term of the related financing agreements.

Gross deferred financing costs of $1,548,495 incurred in connection with the issuance of the Series 2019 bonds are included within long-term debt on the accompanying statements of financial position as of December 31, 2020 and 2019, with accumulated amortization of $61,327 and $9,721 for the years ended December 31, 2020 and 2019.

Amortization of the deferred financing costs, reported as interest expense in the accompanying statements of activities for the years ended December 31, 2020 and 2019, was $51,606 and $93,239, respectively.

DEFERRED MARKETING COSTS

Deferred marketing costs represent incremental costs incurred that result in a new continuing care contract for new apartment units, and expansion of other programs. These costs are amortized on a straight-line basis over the average life expectancy of the residents.

DEFERRED REVENUE

Revenue received in advance of the related services being provided is deferred on the accompanying statements of financial position. Amounts will be recognized as revenue when the services are provided or the expenses are incurred by the Corporation. As of December 31, 2020, the Corporation elected to defer $122,084 related to Provider Relief Funds (PRF).

INCOME TAXES

The Corporation has been recognized by the Internal Revenue Service as a not-for-profit corporation as described in the Internal Revenue Code, and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Accounting principles generally accepted in the United States of America require management to evaluate tax positions taken and recognize a tax liability (or asset) if the organization has taken an uncertain position that more likely than not would not be sustained upon examination by taxing authorities.

NOTE 1 - NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

INCOME TAXES (CONTINUED)

Management has analyzed the tax positions taken and has concluded that as of December 31, 2020 and 2019, there are no uncertain positions taken or expected to be taken that would require recognition of a liability (or asset) or disclosure in the financial statements. The Corporation is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods pending or in progress.

FUNCTIONAL EXPENSE ALLOCATION

The Corporation allocates it expenses on a functional basis among program and management and general. Expenses that can be identified with a specific service are charged directly according to their natural expenditure classification. Salaries and benefits are supported by time records for specific services. Facility costs, including rent, utilities and insurance are allocated based upon square footage. General and administrative expenses and other indirect costs that cannot be specifically identified with any one service are allocated based on a percentage of direct and directly allocable expenses for that particular service depending on the nature of the expense.

RETIREMENT PLAN

The Corporation maintains a defined contribution retirement plan that covers all eligible employees. The plan includes a Corporation matching contribution as follows:

- A 100% matching contribution of the first 3% of contributions made by a participating employee based on annual salary.
- A 50% matching contribution of the next 2% of additional contributions made by a participating employee based on annual salary.

For the years ended December 31, 2020 and 2019, contributions to the plan amounted to $172,000 and $177,000, respectively.

PROVIDER USER FEE

The State of Connecticut requires a provider user fee be assessed on resident days billed on all non-Medicare related patient days. The user fee is $21.02 per patient day, and is payable on a quarterly basis thirty days after the end of each calendar quarter. To compensate for the provider user fee, applicable Medicaid rates used to reimburse the facilities are adjusted. The specific rate adjustment is dependent on a complex formula within the legislation, based upon each facility's prior Medicaid rate.

NOTE 1 - NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

PRESENTATION OF INSURANCE CLAIMS AND RELATED INSURANCE RECOVERIES

The Corporation follows the provisions of ASU 2010-24, *Presentation of Insurance Claims and Related Insurance Recoveries,* which indicates that health care entities should not net insurance recoveries against the related claim liabilities. As of December 31, 2020 and 2019, the Corporation recorded $35,871 and $22,220, respectively in both prepaid expenses and other current assets and accrued expenses representing the Corporation's workers' compensation claims covered by insurance for losses in excess of the Corporation's deductible amounts.

RISKS AND UNCERTAINTIES

As of December 31, 2020 and 2019, the Corporation incurred losses from operations of approximately $724,000 and $2.9 million, respectively, and has a deficiency in net assets of approximately $11.1 million and $11.4 million as of December 31, 2020 and 2019, respectively. During 2019, the Corporation refunded its Series 2009 bonds, and issued new Series 2019 bonds to reduce the annual interest expense beginning in 2020, along with a debt repayment schedule to reduce the net cost of financing activities. As of December 31, 2020, the Corporation has outstanding long term debt of approximately $58.7 million in the form of revenue bonds.

The Corporation's operating revenues were negatively impacted in 2020 by the COVID-19 pandemic. In general, healthcare organizations saw declines in revenues due to families not wanting to admit relatives due to fear of contracting the coronavirus in an institutional setting, and additionally choosing to keep them at home due to restrictions on visitation. In addition, the Corporation was unable to re-sell units as outside vendors were prohibited from being able to perform necessary renovations.

The Corporation is ultimately dependent upon its future financial performance, which will be affected by achieving an appropriate payor mix, sales of units and reducing operating costs wherever possible. However, there is no such assurance that any of these events will occur.

RECLASSIFICATIONS

Certain amounts in the 2019 financial statements have been reclassified to conform to the 2020 financial statement presentation.

NOTE 1 - NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

UPCOMING ACCOUNTING STANDARD

In February 2016, the FASB issued ASU 2016-02, *Leases*, which affects most leases. The main difference between the guidance in ASU 2016-02 and current guidance is the recognition of lease assets and liabilities by lessees for those leases classified as operating leases under current guidance. Recognition of these assets and liabilities will have an impact on the Corporation's statement of financial position upon adoption. The new guidance is required to be adopted by not-for-profit entities that are conduit bond obligors for fiscal years beginning after December 15, 2019 and management is currently evaluating the impact of this standard which will be adopted during the year ending December 31, 2021.

NOTE 2 - COVID-19 RELIEF REVENUE

During the year ended December 31, 2020, the Corporation received $423,605 in funding from the Department of Health and Human Services (HHS) through the Coronavirus Aid, Relief and Economic Security (CARES) Act PRF. As a condition to receiving these funds, the Corporation has agreed to certain terms and conditions including the following: (1) the funds are to reimburse the Corporation only for health care-related expenses and lost revenue that is attributable to COVID-19, (2) the funds may only be used to prevent, prepare for and respond to COVID-19, (3) noncompliance with the terms and conditions is grounds for the recoupment of some or all of the payments by HHS and (4) the Corporation will not use the funds to reimburse expenses or losses that have been reimbursed from other sources or that other sources are obligated to reimburse.

For the year ended December 31, 2020, the Corporation has recognized $301,521 on the accompanying statement of activities and changes in net assets and as of December 31, 2020. The unrecognized amount of the HHS PRF funds is recorded in current portion of the deferred revenue liability in the Corporation's statement of financial position as of December 31, 2020.

Management's estimates of the amount of revenue recognized from these advances could change materially in the future as the regulations regarding the COVID-19 relief programs are modified in future periods. Any future adjustments to these estimates will be reported in the earnings of future periods. All amounts received under these programs may be subject to audit by the funding agencies and potentially require repayment in a future period.

NOTE 3 - ACCOUNTS RECEIVABLE

The Corporation grants credit without collateral to its residents, most of whom are insured under third-party payor agreements. The mix of receivables from patients and third-party payors as of September 30, 2020 and 2019 were as follows:

	2020	2019
Medicaid	$ 71,994	$ 156,735
Medicare	130,635	169,200
Private pay	950,208	960,653
Other third party payors	104,833	78,286
	1,257,670	1,364,874
Less allowance for doubtful accounts	236,948	300,000
	$ 1,020,722	$ 1,064,874

NOTE 4 - INVESTMENTS AND FAIR VALUE MEASUREMENT

Investments at December 31 are summarized as follows:

	2020		2019	
	Cost	Fair Value	Cost	Fair Value
Assets whose use is limited				
Cash and equivalents	$ 146,449	$ 146,449	$ 123,801	$ 123,801
Mutual funds	704,465	874,133	816,237	887,503
	$ 850,914	$ 1,020,582	$ 940,038	$ 1,011,304

NOTE 4 - INVESTMENTS AND FAIR VALUE MEASUREMENT (CONTINUED)

	2020		2019	
	Cost	Fair Value	Cost	Fair Value
Long-Term investments				
Cash and equivalents	$ 1,139,173	$ 1,139,173	$ 1,126,893	$ 1,126,893
Mutual funds	565,407	579,425	378,523	378,405
U.S. Government and Agency obligations	334,558	348,190	410,943	428,055
Corporate bonds	210,686	224,599	122,568	128,631
Marketable equity securities	2,747,110	3,867,719	2,604,164	3,237,482
	$ 4,996,934	$ 6,159,106	$ 4,643,091	$ 5,299,466

FAIR VALUE MEASUREMENT

GAAP establish a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). The three levels of the fair value hierarchy are described below:

Level 1:Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Corporation has the ability to access.

Level 2: Inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

NOTE 4 - INVESTMENTS AND FAIR VALUE MEASUREMENT (CONTINUED)

FAIR VALUE MEASUREMENT (CONTINUED)

Level 3: Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The fair value measurement level of the asset or liability within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. Following is a description of the valuation techniques used for investments measured at fair value.

Mutual Funds **-** Valued based on the closing quote prices listed on a national securities exchange or reported on the NASDAQ national market at their last sales price as of the last business day of the year.

U.S. Government Securities and Agency Obligations **-** Valued based on quoted prices in active markets, and are generally categorized in Level 1 of the fair value hierarchy.

Corporate Bonds **-** Valued using recently executed transactions, market price quotations (where observable), bond spreads or other available data. When observable price quotations are not available, fair value is determined based on cash flow models with yield curves, bond swap spreads, and other available inputs. Corporate obligations are generally categorized in Level 2 of the fair value hierarchy.

Marketable Equity Securities **-** Valued based on the closing quote prices listed on a national securities exchange or reported on the NASDAQ national market at their last sales price as of the last business day of the year.

There have been no changes in the methodologies used at December 31, 2020 and 2019.

NOTE 4 - INVESTMENTS AND FAIR VALUE MEASUREMENT (CONTINUED)

FAIR VALUE MEASUREMENT (CONTINUED)

The following tables present information about the Corporation's investments, including assets whose use is limited, measured at fair value:

	December 31, 2020		
	Quoted Prices in Active Markets (Level 1)	Other Than Quoted Market Inputs (Level 2)	Total
Cash and equivalents	$ 1,285,622	$ --	$ 1,285,622
Mutual funds	1,453,558	--	1,453,558
U.S. Government and Agency obligations	348,190	--	348,190
Corporate bonds	--	224,599	224,599
Marketable equity securities	3,867,719	--	3,867,719
	$ 6,955,089	$ 224,599	$ 7,179,688

	December 31, 2019		
	Quoted Prices in Active Markets (Level 1)	Other Than Quoted Market Inputs (Level 2)	Total
Cash and equivalents	$ 1,250,694	$ --	$ 1,250,694
Mutual funds	1,265,908	--	1,265,908
U.S. Government and Agency obligations	428,055	--	428,055
Corporate bonds	--	128,631	128,631
Marketable equity securities	3,237,482	--	3,237,482
	$ 6,182,139	$ 128,631	$ 6,310,770

INSTRUMENTS NOT MEASURED AT FAIR VALUE

The carrying amounts of cash and cash equivalents, accounts receivable, and accounts payable and accrued expenses approximate their fair value because of the short-term nature of these instruments.

NOTE 4 - INVESTMENTS AND FAIR VALUE MEASUREMENT (CONTINUED)

INSTRUMENTS NOT MEASURED AT FAIR VALUE (CONTINUED)

The fair value of long-term debt as of December 31, 2020 and 2019 approximates the total outstanding principal balance. The method used to determine the fair value of long-term debt is quoted prices for similar debt instruments.

NOTE 5 - PROPERTY AND EQUIPMENT

A summary of property and equipment at December 31 follows:

	2020	2019
Land and land improvements	$ 858,756	$ 801,745
Intangibles	843,443	820,544
Buildings	126,690,227	125,211,736
Furniture, fixtures and equipment	5,019,905	5,226,689
Vehicles	240,503	229,655
Construction in process	2,039,946	1,189,868
	135,692,780	133,480,237
Less accumulated depreciation and amortization	57,133,427	52,708,191
	$ 78,559,353	$ 80,772,046

The estimated cost to complete the construction in progress as of December 31, 2020 is approximately $2,300,000.

NOTE 6 - ASSETS HELD BY TRUSTEE

In accordance with the Town of Hamden, Connecticut Revenue Bonds (Whitney Center Project), Series 2019, the Corporation maintains the following accounts with a trustee:

CAPITAL PROJECT FUND

The Corporation established a capital project fund of $10 million, from proceeds of the Series 2019 bond issuance.

NOTE 6 - ASSETS HELD BY TRUSTEE (CONTINUED)

CAPITAL PROJECT FUND (CONTINUED)

The funds are designated for use in specific capital projects to be undertaken by the Corporation. The balance of the capital project fund at December 31, 2020 and 2019 was $6,568,290 and $8,737,585, respectively.

DEBT SERVICE RESERVE FUND

The Corporation is required to maintain a debt service reserve fund in an amount equal to the maximum annual debt service requirement for the Series 2019 Bonds. Funds on deposit in this account shall be applied to make up any deficiencies with respect to payments on the bonds. The balance of the debt service reserve fund at December 31, 2020 and 2019 was $3,762,218 and $3,743,852, respectively.

BOND INTEREST FUND

The Corporation is required to maintain a bond interest fund, which is funded monthly for required interest payments due. The balance of the bond interest fund at December 31, 2020 and 2019 was $1,391,838 and $633,577, respectively.

COST OF ISSUANCE FUND

The Corporation established a cost of issuance fund, from proceeds of the Series 2019 bond issuance of $828,546, to be used to pay costs associated with the bond issuance. The balance of the cost of issuance fund at December 31, 2020 and 2019 was $- and $44,886, respectively.

NOTE 7 - NET ASSETS (DEFICIT) WITHOUT DONOR RESTRICTIONS

Net assets (deficit) without donor restrictions at December 31 are as follows:

	2020	2019
Undesignated	$ (31,922,439)	$ (34,252,702)
Designated by the governing board	517,390	574,427
Property and equipment, net of related debt	19,844,803	21,861,757
Total Net Assets (Deficit) Without Donor Restrictions	$ (11,560,246)	$ (11,816,518)

NOTE 8 - NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions December 31 may be expended for:

	2020	2019
Subject to Expenditure for Specified Purpose:		
Memorial and remembrance fund	$ 366,838	$ 320,750
Cultural arts fund	86,079	83,582
Staff development fund	38,480	22,545
Employee emergency fund	1,795	--
	493,192	426,877
Subject to Appropriation and Expenditure When a Specified Event Occurs:		
Endowment contribution from which the income is expendable to provide financial support to residents	10,000	10,000
Total Net Assets With Donor Restrictions	$ 503,192	$ 436,877

NOTE 8 - NET ASSETS WITH DONOR RESTRICTIONS (CONTINUED)

Net assets were released from restrictions by incurring expenses satisfying the following purposes for the years ended December 31:

	2020	2019
Subject to Expenditure for Specified Purpose:		
Memorial and remembrance fund	$ 4,580	$ 21,525
Cultural arts fund	1,600	--
Staff development fund	22,000	20,650
	$ 28,180	$ 42,175

UNIFORM PRUDENT MANAGEMENT OF INSTITUTIONAL FUNDS ACT

As required by GAAP, net assets are classified and reported based on the existence or absence of donor-imposed restrictions.

The State of Connecticut adopted a version of the Uniform Prudent Management of Institutional Funds Act (UPMIFA) in 2007. In the absence of authoritative guidance on the application of Connecticut's UPMIFA to donor-restricted funds, the Corporation interprets UPMIFA as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment fund, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Corporation classifies as net assets with donor restrictions (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund.

Any remaining portion of the donor-restricted funds that is not classified in net assets with donor restrictions would be classified or recorded as unrestricted support by the Corporation, in a manner consistent with the standard of prudence prescribed by UPMIFA. From time to time, the fair value of assets associated with individual donor-restricted funds may fall below the level that the donor or UPMIFA requires the Corporation to retain as a fund of perpetual duration. These deficiencies, which would be reported in net assets without donor restrictions, can result from unfavorable market fluctuations.

NOTE 9 - LONG-TERM DEBT

Long-term debt consists of the following at December 31:

	2020	2019
Town of Hamden Revenue Bonds (Whitney Center Project) Series 2019		
Fixed Rate Revenue Bonds due January 1, 2030	$ 9,090,000	$ 9,090,000
Fixed Rate Revenue Bonds due January 1, 2040	17,690,000	17,690,000
Fixed Rate Revenue Bonds due January 1, 2050	28,815,000	28,815,000
	55,595,000	55,595,000
Less, deferred financing costs	1,499,368	1,538,474
Add, unamortized original issue premium	4,607,863	4,768,136
Long-Term portion	$ 58,703,495	$ 58,824,662

SERIES 2019 BONDS

In October 2019, the Corporation issued $55,595,000 (par value) of Town of Hamden, Connecticut Facility Revenue Bonds (Whitney Center Project), Series 2019 (Series 2019 Bonds) at an aggregate original issue premium of $4,808,204. Proceeds from the Series 2019 Bond issuance were used to refund the outstanding Series 2009 bonds effective October 1, 2019.

The Series 2019 bonds are at a fixed rate of interest of 5.00 percent, with mandatory annual sinking fund redemptions beginning in January 1, 2023 and extending through final maturity in January 1, 2050.

The Series 2019 Bonds are collateralized by (i) a first mortgage lien on the Corporation's main operating facility, (ii) a security interest in all personal property, fixtures, and equipment, (iii) a security interest in the gross revenues of the Corporation, and (iv), an assignment of the Corporation's rights under its residency agreements.

NOTE 9 - LONG-TERM DEBT (CONTINUED)

SERIES 2019 BONDS

Financing costs associated with the issuance of the Series 2019 Bonds totaling $1,548,195, have been deferred and are being amortized over the term of the bonds. In addition, the original issue premium of $4,808,204 has been capitalized and is being amortized on a yield method over the term of the bonds. At December 31, 2020 and 2019, the unamortized original issue premium was $4,607,863 and $4,768,136, respectively, and the total outstanding principal balance was $55,595,000.

The Loan Agreement (and Security Agreement) and related Trust Indenture to the Series 2019 Bonds also provides for, among other requirements, the maintenance of certain financial and operational covenants including a minimum debt service coverage ratio, and a days’ cash on hand ratio. The Corporation successfully met the debt service coverage ratio and the days’ cash on hand ratio covenants on the December test date in 2020.

SERIES 2009 BONDS

The Series 2009A fixed rate revenue bonds had interest rates ranging from 7.625 percent to 7.75 percent, and mandatory annual sinking fund redemptions extending through final maturity in 2043. During 2019, the Corporation redeemed $630,000 of the Series 2009A Bonds, respectively. On January 2, 2020, the remaining principal balance of $43,960,000, together with accrued interest of $1,698,280, was paid out of funds escrowed from the proceeds of the issuance of the Series 2019 Bonds, in accordance with the terms of the Series 2009 Bond Indenture.

The Series 2009C adjustable rate revenue bonds had an initial interest rate of 7.25%, reset to 5.50% on January 1, 2016, and a mandatory maturity of 2043 subject to redemption prior to maturity in whole or in part from new unit entrance fees beginning January 1, 2016. On January 2, 2020, the remaining principal balance of $3,700,000, together with accrued interest of $101,750, was paid out of funds escrowed from the proceeds of the issuance of the Series 2019 Bonds, in accordance with the terms of the Series 2009 Bond Indenture.

NOTE 9 - LONG-TERM DEBT (*CONTINUED*)

OPERATING RESERVE

The State of Connecticut requires that continuing care facilities maintain a reserve fund, which consists of six months debt service requirements plus one month's operating costs. As of December 31, 2020 and 2019, the Corporation had established the required reserve funds, which consist of U.S. Government obligations, common stocks and money market funds. These funds are not available for current operating purposes. The total reserve requirement was approximately $3.25 million and $3.28 million at December 31, 2020 and 2019, respectively. The balance in these funds amounted to approximately $5.15 million and $4.38 million at December 31, 2020 and 2019, respectively. Such amounts have been classified as assets held by trustee on the statements of financial position.

Scheduled maturities of long-term debt at December 31, are as follows:

Years ending December 31,	
2021	$ --
2022	--
2023	955,000
2024	1,000,000
2025	1,050,000
Thereafter	52,590,000
	$ 55,595,000

NOTE 10 - U.S. SMALL BUSINESS ADMINISTRATION PAYCHECK PROTECTION PROGRAM LOAN

In April 2020, the Corporation received a loan (the PPP Loan) from KeyBank National Association in the amount of $2,250,000 under the Paycheck Protection Program established by the Coronavirus Aid, Relief and Economic Security Act. Subject to potential forgiveness, as described below, the PPP Loan matures in two years, bears interest at a rate of 1.00% per year and is evidenced by a promissory note dated April 30, 2020 (the Note). Monthly payments of principal and interest are deferred until after any application for forgiveness submitted by the Corporation has been acted upon, as described below. The PPP Loan is unsecured and federally guaranteed. The Note contains customary events of default relating to, among other things, failure to make payments of principal and interest and breaches of representations and warranties. The Corporation may prepay the PPP Loan at any time prior to maturity with no penalty.

All or a portion of the PPP Loan may be eligible to be forgiven by the U.S. Small Business Administration (SBA) and the lender upon application by the Corporation, provided that the Corporation shall have used the loan proceeds for eligible purposes, including the payment of payroll, benefits, rent, mortgage interest and utilities, during the 24 week period beginning on the date of funding of the loan (the “covered period”). Not more than 40% of the amount forgiven may be for non-payroll costs. The Corporation will be eligible to submit an application for forgiveness of the PPP Loan for a period of up to ten months after the end of the covered period.

Consistent with the requirements of the PPP for loan forgiveness, the Corporation has been using the loan proceeds solely for payment of payroll and otherwise in a manner which it believes satisfy the requirements for loan forgiveness. However, no assurance can be given that any application for loan forgiveness that the Corporation may submit will be approved, in whole or in part. The PPP loan remains on the Corporation’s statements of financial position as a liability as of December 31, 2020, and no revenue has been recognized during the year ended December 31, 2020 pursuant to it.

NOTE 11 - CAPITAL LEASE OBLIGATIONS

The Corporation entered into capital lease obligations in 2016 for computer and other equipment at an aggregate monthly rental of $10,900, with imputed interest rates ranging from 4.489% to 5.721%, through expiration dates ranging from May 2020 to March 2021. The original cost of the equipment was $577,283, and has a net book value of approximately $204,000 and $270,000 as of December 31, 2020 and 2019, respectively.

NOTE 11 - CAPITAL LEASE OBLIGATIONS (CONTINUED)

The Corporation entered into capital lease obligations in 2018 to finance LED lighting equipment at a monthly rental of $26,507, with an imputed interest rate of 19.17%, through expiration in December 2022. The equipment cost of $883,876 was placed in service December 31, 2018. In October 2019, the lease was paid in full from the proceeds of the Series 2019 Bond issuance.

Scheduled maturities of capital lease obligations at December 31, are as follows:

Years ending December 31,	
2021	$ 11,153
	11,153
Less, amount representing interest	98
	$ 11,055

NOTE 12 - DISAGGREGATION OF REVENUE

The Corporation disaggregates its revenue from contracts with residents by payor source, as the Corporation believes it best depicts how the nature, amount, timing and uncertainty of its revenue and cash flows are affected by economic factors.

NOTE 12 - DISAGGREGATION OF REVENUE (CONTINUED)

The following tables present revenue disaggregated by type of contract and payer for the years ended December 31, 2020 and 2019:

	December 31, 2020				
	Independent Living	Health Center	Assisted Living	Thrive at Home	Total
Resident Fees:					
Medicaid	$ --	715,894	$ --	$ --	$ 715,894
Medicare	--	1,812,855	--	--	1,812,855
Private pay and other third party payors	12,688,597	3,016,209	2,174,124	394,591	18,273,521
	12,688,597	5,544,958	2,174,124	394,591	20,802,270
Entry Fees:					
Amortization	5,271,671	--	--	266,404	5,538,075
Entry fees recognized	1,943,603	--	--	36,132	1,979,735
	$ 19,903,871	$ 5,544,958	$ 2,174,124	$ 697,127	$ 28,320,080

	December 31, 2019				
	Independent Living	Health Center	Assisted Living	Thrive at Home	Total
Resident Fees:					
Medicaid	$ --	776,981	$ --	$ --	$ 776,981
Medicare	--	2,100,872	--	--	2,100,872
Private pay and other third party payors	12,800,276	2,183,205	2,129,368	285,975	17,398,824
	12,800,276	5,061,058	2,129,368	285,975	20,276,677
Entry Fees:					
Amortization	5,683,105	--	--	207,208	5,890,313
Entry fees recognized	1,960,878	--	--	--	1,960,878
	$ 20,444,259	$ 5,061,058	$ 2,129,368	$ 493,183	$ 28,127,868

NOTE 13 - COMMITMENTS AND CONTINGENCIES

HEALTH CARE INDUSTRY

The health care industry is subject to numerous laws and regulations of federal, state and local governments. These laws and regulations include, but are not necessarily limited to, matters such as licensure, accreditation, and government health care program participation requirements, reimbursement for patient services and Medicare and Medicaid fraud and abuse. Government activity has increased with respect to investigations and allegations concerning possible violations of fraud and abuse statutes and regulations by health care providers.

Violations of these laws and regulations could result in expulsion from government health care programs together with the imposition of significant fines and penalties, as well as significant repayments for patient services previously billed. Management believes that the Company is in compliance with applicable government laws and regulations. However, compliance with such laws and regulations is subject to government review and interpretation as well as regulatory actions unknown or unasserted at this time.

LEGAL AND REGULATORY ENVIRONMENT

Management believes that the Corporation is in compliance with fraud and abuse, as well as other applicable government laws and regulations. While no material regulatory inquiries have been made, compliance with such laws and regulations can be subject to future government review and interpretation, as well as regulatory actions unknown or unasserted at this time.

The Corporation is involved in legal proceedings related to matters which are incidental to its business. In the opinion of management, based on consultation with counsel, the outcome of such proceedings will not significantly affect the Corporation's financial position or results of operations, based on existing insurance coverage and contingency reserves provided by the Corporation.

COVID 19 PANDEMIC

In March 2020, the World Health Organization declared the outbreak of COVID-19 as a pandemic which continues to spread throughout the United States and the world. The Corporation is monitoring the outbreak of COVID-19 and the related business and travel restrictions and its impact on operations, financial position, cash flows, reopening trends, patient and third party payor payments, and the industry in general, in addition to the impact on its employees. Due to the rapid development and fluidity of this situation, the magnitude and duration of the pandemic and its impact on the Corporation's operations and liquidity is uncertain as of the date of this report.

NOTE 13 - COMMITMENTS AND CONTINGENCIES (CONTINUED)

***COVID 19 PANDEMIC* (CONTINUED)**

While there could ultimately be a material impact on operations and liquidity of the Company at the time of issuance, the impact could not be yet determined.

The Corporation’s business has been deemed essential by the State of Connecticut during the COVID-19 pandemic; however, the operations have been impacted due to declines in the number of services provided starting in March 2020 and continuing through the issuance of this report. The extent to which the COVID-19 pandemic further impacts the Corporation’s operations and financial condition will depend on numerous evolving factors, which are uncertain and cannot be predicted, including duration and scope of the pandemic and associated disruptions; effects of current and future governmental and public responses to changing conditions; financial condition of the Corporation’s customers; and the ability of third party payors to meet their obligations to the Corporation for the services provided.

NOTE 14 - SELF INSURANCE

Effective January 1, 2020, the Corporation became self-insured for health and pharmacy benefits provided to employees. All eligible employees have the option of participating in the Corporation’s self-funded, comprehensive medical care benefits plan. Based upon plan enrollment, the Network pays a monthly fee to a Third Party Administrator (TPA), which covers the administrative fees. The Corporation has purchased stop-loss insurance, which will reimburse the Corporation for individual claims in excess of $100,000 annually and aggregate claims of approximately $900,000 annually. The Corporation pays the claims and recognizes the expense as they are submitted by the TPA. This amount varies from month to month based upon the health care use by covered persons. As of December 31, 2020, the Corporation accrued $200,000 for unpaid claims.

The determination of such claims and expenses and the appropriateness of the related liability is continually reviewed and updated. It is reasonably possible that the accrued estimated liability of self-insured claims may need to be revised in the near term.

NOTE 15 - FUNCTIONAL EXPENSES

The Corporation provides services to residents including independent living, health center, and resident services. Expenses related to providing these services for the years ended December 31, are as follows:

2020	Independent Living	Health Center	Resident Services	Total Programs	Marketing and Development	Management and General	Total
Salaries and wages	$ 4,199,984	$ 2,886,053	$ 988,844	$ 8,074,881	$ 568,907	$ 2,127,344	$ 10,771,132
Employee benefits	942,545	712,880	216,187	1,871,612	137,426	700,020	2,709,058
Contract services	482,838	130,260	12,233	625,331	2,067	355,664	983,062
Food	740,979	328,804	2,125	1,071,908	98	125,869	1,197,875
Supplies	280,363	163,354	91,470	535,187	3,037	255,522	793,746
Ancillary health services	168	859,554	--	859,722	--	--	859,722
Utilities	1,068,563	70,865	11,970	1,151,398	5,985	59,852	1,217,235
Repairs and maintenance	310,319	26,035	4,923	341,277	1,748	18,404	361,429
Other operating expenses	61,316	76,584	103,587	241,487	113,007	385,931	740,425
Insurance	--	--	--	--	--	212,388	212,388
Marketing and development	9,677	--	--	9,677	165,535	--	175,212
Depreciation and amortization	4,331,663	370,353	52,983	4,754,999	49,652	337,004	5,141,655
Interest expense	2,329,873	165,679	27,986	2,523,538	13,993	139,932	2,677,463
Property taxes	1,975,656	133,545	22,558	2,131,759	11,279	112,792	2,255,830
Loss on disposal of assets	10,561	714	121	11,396	60	603	12,059
	$16,744,505	$ 5,924,680	$ 1,534,987	$24,204,172	$ 1,072,794	$ 4,831,325	$ 30,108,291

NOTE 15 - FUNCTIONAL EXPENSES (CONTINUED)

2019	Independent Living	Health Center	Resident Services	Total Programs	Marketing and Development	Management and General	Total
Salaries and wages	$ 4,427,293	$ 2,798,212	$ 1,082,144	$ 8,307,649	$ 550,681	$ 1,877,827	$ 10,736,157
Employee benefits	974,628	616,000	238,224	1,828,852	121,227	413,385	2,363,464
Contract services	621,642	239,572	17,850	879,064	168,846	317,596	1,365,506
Food	932,416	300,937	14,671	1,248,024	1,919	36,952	1,286,895
Supplies	409,909	153,426	44,472	607,807	4,404	50,643	662,854
Ancillary health services	141	1,059,037	--	1,059,178	--	--	1,059,178
Utilities	1,052,742	71,160	12,020	1,135,922	6,010	60,102	1,202,034
Repairs and maintenance	336,363	30,441	14,713	381,517	1,846	20,102	403,465
Other operating expenses	80,057	68,219	103,929	252,205	9,804	825,806	1,087,815
Insurance	--	--	--	--	--	186,121	186,121
Marketing and development	50,878	--	--	50,878	143,093	794	194,765
Depreciation and amortization	3,976,608	275,859	52,771	4,305,238	48,454	593,256	4,946,948
Interest expense	4,028,714	272,322	46,000	4,347,036	23,000	230,002	4,600,038
Property taxes	1,906,619	128,879	21,770	2,057,268	10,885	108,850	2,177,003
Loss on disposal of assets	13,034	881	149	14,064	74	744	14,882
	$18,811,044	$ 6,014,945	$ 1,648,713	$26,474,702	$ 1,090,243	$ 4,722,180	$ 32,287,125

NOTE 16 - LIQUIDITY AND AVAILABILITY OF RESOURCES

The Corporation's primary sources of support are resident services, including amortization of entry fees, and other operating revenues. Financial assets in excess of daily cash requirements are invested in money market funds and other short-term investments.

The following table reflects the Corporation's financial assets as of December 31, 2020 and 2019, reduced by amounts that are not available to meet general expenditures within one year of the statement of financial position date because of contractual restrictions or internal board designations. Amounts not available include donor restricted balances, board-designated investments intended to fund special board initiatives not considered in the annual operating budget, and assets held by a third party trustee. In the event the need arises to utilize the board-designated investments for liquidity purposes, the reserves could be drawn upon through board resolution. Amounts not available to meet general expenditures within one year also may include net assets with donor restrictions.

	2020	2019
Financial assets at year-end		
Cash and cash equivalents	$ 7,851,154	$ 3,053,100
Accounts and contract receivables, net	1,147,099	1,760,488
Other receivables	129,961	23,920
Investments	7,179,688	6,310,770
Assets held by trustee	11,722,346	13,334,686
Total financial assets available at year-end	28,030,248	24,482,964
Less contractual or donor-imposed restrictions		
Perpetual endowment	10,000	10,000
Restricted by donors with time or purpose restriction	493,192	426,877
Board designated	517,390	574,427
Assets held by trustee	11,722,346	13,334,686
Financial assets available to meet cash needs for general expenditures within one year	$ 15,287,320	$ 10,136,974

NOTE 17 - SUBSEQUENT EVENTS

In preparing these financial statements, The Corporation has evaluated events and transactions for potential recognition or disclosure through April 14, 2021, the date the financial statements were available to be issued. Except as disclosed above, there were no subsequent events that require recognition or disclosure in these financial statements.

INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION

To the Board of Directors
Whitney Center, Incorporated

We have audited the financial statements of Whitney Center, Incorporated as of and for the years ended December 31, 2020 and 2019, and our report thereon dated April 14, , 2021, which expressed an unmodified opinion on those financial statements, appears on pages 1-2. Our audits were conducted for the purpose of forming an opinion on the financial statements taken as a whole. The supplementary information, Schedule I – Comparison of Changes in Unrestricted Net Deficit Before Nonoperating Items, is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of those financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements taken as a whole.

Marcum LLP

New Haven, CT
April 14, 2021

WHITNEY CENTER, INCORPORATED

SCHEDULE I – COMPARISON OF CHANGES IN NET DEFICIT WITHOUT DONOR RESTRICTIONS BEFORE NONOPERATING ITEMS

FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

			Increase (Decrease)	
	2020	2019	Dollar Change	Percent Change
Changes in Net Deficit Before Nonoperating Items				
Revenues and Gains				
Resident services	$ 28,320,080	$ 28,127,868	$ 192,212	1%
Other operating revenues	664,929	1,205,117	(540,188)	-45%
CARES Act Provider Relief Funds	301,521	--	301,521	100%
Contributions and other	81,853	35,528	46,325	130%
Net assets released from restriction	28,180	42,175	(13,995)	-33%
Total Revenues and Gains	29,396,563	29,410,688	(14,125)	0%
Expenses and Losses				
Depreciation and amortization	5,141,655	4,946,948	194,707	4%
Interest expense	2,677,463	4,614,920	(1,937,457)	-42%
Health Center services	3,517,018	4,228,480	(711,462)	-17%
Administrative and general	4,300,239	4,660,795	(360,556)	-8%
Dining services	2,966,145	3,080,794	(114,649)	-4%
Employee benefits	2,709,058	2,363,464	345,594	15%
Property taxes	2,255,830	2,177,003	78,827	4%
Plant and security	1,695,228	1,716,732	(21,504)	-1%
Utilities	1,197,043	1,202,034	(4,991)	0%
Housekeeping and laundry	910,958	1,020,808	(109,850)	-11%
Assisted living and wellness	1,531,784	1,238,166	293,618	24%
Resident services	818,261	624,986	193,275	31%
At Home program	387,609	411,995	(24,386)	-6%
Total Expenses and Losses	30,108,291	32,287,125	(2,178,834)	-7%
Deficiency of Revenues and Gains over Expenses and Losses from Operations	$ (711,728)	$ (2,876,437)	$ 2,164,709	75%

See independent auditors' report on supplementary information.

WHITNEY CENTER, INCORPORATED

FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017

WHITNEY CENTER, INCORPORATED

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MARCUM
ACCOUNTANTS ▲ ADVISORS

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Whitney Center, Incorporated

Report on the Financial Statements

We have audited the accompanying financial statements of Whitney Center, Incorporated (a nonprofit organization), which comprise the statements of financial position as of December 31, 2018 and 2017, and the related statements of activities, changes in net assets (deficit) and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

MARCUMGROUP
MEMBER

Marcum LLP ▪ 555 Long Wharf Drive ▪ 8th Floor ▪ New Haven, Connecticut 06511 ▪ **Phone** 203.781.9600 ▪ **Fax** 203.781.9601 ▪ **www.marcumllp.com**

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Whitney Center, Incorporated as of December 31, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of a Matter

As discussed in Note 1 to the financial statements, effective January 1, 2018, the Corporation adopted Financial Accounting Standard Board issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606).* As a result of this implementation, beginning deficiency in net assets without donor restrictions as of January 1, 2018 has been adjusted by $364,224 to reflect a cumulative adjustment for marketing costs previously capitalized.

Marcum LLP

New Haven, CT
April 30, 2019

WHITNEY CENTER, INCORPORATED

STATEMENTS OF FINANCIAL POSITION

DECEMBER 31, 2018 AND 2017

	2018	2017
Assets		
Current Assets		
Cash and cash equivalents	$ 2,660,611	$ 4,993,638
Accounts receivable, less allowance for doubtful accounts	1,440,980	1,148,566
Contract receivables	717,997	469,669
Other receivables	15,945	4,387
Prepaid expenses and other current assets	515,639	676,673
Assets held by trustee	2,463,495	2,434,072
Assets whose use is limited	956,320	1,107,931
Total Current Assets	8,770,987	10,834,936
Assets Held by Trustee	5,911,941	5,907,223
Investments	2,982,004	3,724,198
Property and Equipment	82,750,001	82,045,851
Other Assets		
Deferred marketing costs, less accumulated amortization (as adjusted) of $3,138,822 in 2018 and $3,658,880 in 2017	1,017,597	1,833,552
Total Assets	$ 101,432,530	$ 104,345,760

The accompanying notes are an integral part of these financial statements.

WHITNEY CENTER, INCORPORATED

STATEMENTS OF FINANCIAL POSITION (CONTINUED)

DECEMBER 31, 2018 AND 2017

	2018	2017
Liabilities and Net Deficit		
Current Liabilities		
Accounts payable	$ 1,617,618	$ 2,063,325
Accrued expenses	4,009,286	4,213,022
Contract deposits	205,187	223,904
Current portion of capital lease obligation	275,347	213,713
Current portion of long-term debt	630,000	585,000
Total Current Liabilities	6,737,438	7,298,964
Capital Lease Obligation - less current portion	807,072	208,554
Long-Term Debt - less current portion and deferred financing costs	45,711,496	46,215,797
Deferred Income from Entry Fees	40,866,917	41,164,707
Refundable Entry Fees	14,758,846	14,234,182
Deposits	159,331	114,931
Total Liabilities	109,041,100	109,237,135
Net Assets (Deficit)		
Without donor restrictions	(7,901,081)	(5,220,073)
With donor restrictions	292,511	328,698
Total Net Deficit	(7,608,570)	(4,891,375)
Total Liabilities and Net Deficit	$ 101,432,530	$ 104,345,760

The accompanying notes are an integral part of these financial statements.

WHITNEY CENTER, INCORPORATED

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED DECEMBER 31, 2018

	Without Donor Restrictions	With Donor Restrictions	Totals
Revenues and Gains			
Resident services, including amortization of entry fees of $7,702,620	$ 27,411,045	$ --	$ 27,411,045
Other operating revenues	884,312	--	884,312
Contributions	17,490	885	18,375
Net assets released from restriction	15,000	(15,000)	--
Total Revenues and Gains	28,327,847	(14,115)	28,313,732
Expenses and Losses			
Salaries and wages	9,899,291	--	9,899,291
Depreciation and amortization	4,741,618	--	4,741,618
Interest expense	3,812,063	--	3,812,063
Employee benefits	2,102,899	--	2,102,899
Property taxes	2,067,602	--	2,067,602
Other operating expenses	1,320,179	--	1,320,179
Contract services	1,787,746	--	1,787,746
Utilities	1,350,820	--	1,350,820
Food	1,294,280	--	1,294,280
Ancillary health services	834,824	--	834,824
Supplies	676,042	--	676,042
Repairs and maintenance	452,524	--	452,524
Insurance	176,304	--	176,304
Total Expenses and Losses	30,516,192	--	30,516,192
Deficiency of Revenues and Gains over Expenses and Losses from Operations	(2,188,345)	(14,115)	(2,202,460)
Nonoperating Items			
Unrealized loss on investments	(569,875)	(24,608)	(594,483)
Investment income, net	43,965	3,916	47,881
Realized gain (loss) on sale of investments	397,471	(1,380)	396,091
Net Nonoperating Items	(128,439)	(22,072)	(150,511)
Deficiency of Revenues and Gains over Expenses and Losses and Nonoperating Items	(2,316,784)	(36,187)	(2,352,971)
Net Assets (Deficit) - Beginning, as previously reported	(5,220,073)	328,698	(4,891,375)
Impact of change in accounting policy	(364,224)	--	(364,224)
Adjusted Net Assets (Deficit) - Beginning	(5,584,297)	328,698	(5,255,599)
Net Assets (Deficit) - Ending	$ (7,901,081)	$ 292,511	$ (7,608,570)

The accompanying notes are an integral part of these financial statements.

WHITNEY CENTER, INCORPORATED

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED DECEMBER 31, 2017

	Without Donor Restrictions	With Donor Restrictions	Totals
Revenues and Gains			
Resident services, including amortization of entry fees of $7,738,545	$ 26,662,008	$ --	$ 26,662,008
Other operating revenues	785,454	--	785,454
Contributions	72,757	--	72,757
Net assets released from restriction	8,868	(8,868)	--
Total Revenues and Gains	27,529,087	(8,868)	27,520,219
Expenses and Losses			
Salaries and wages	9,204,052	--	9,204,052
Depreciation and amortization	4,626,121	--	4,626,121
Interest expense	3,840,529	--	3,840,529
Property taxes	1,982,244	--	1,982,244
Employee benefits	1,846,132	--	1,846,132
Utilities	1,352,255	--	1,352,255
Food	1,166,287	--	1,166,287
Other operating expenses	813,093	--	813,093
Contract services	1,203,327	--	1,203,327
Ancillary health services	869,373	--	869,373
Supplies	692,743	--	692,743
Repairs and maintenance	318,014	--	318,014
Insurance	161,144	--	161,144
Total Expenses and Losses	28,075,314	--	28,075,314
(Deficiency) Excess of Revenues and Gains over Expenses and Losses from Operations	(546,227)	(8,868)	(555,095)
Nonoperating Items			
Investment income, net	28,658	3,343	32,001
Realized gain on sale of investments	152,293	33,914	186,207
Property taxes under appeal	1,079,642	--	1,079,642
Unrealized gain on investments	293,984	10,790	304,774
Net Nonoperating Items	1,554,577	48,047	1,602,624
Excess of Revenues and Gains over Expenses and Losses and Nonoperating Items	1,008,350	39,179	1,047,529
Net Assets (Deficit) - Beginning	(6,228,423)	289,519	(5,938,904)
Net Assets (Deficit) - Ending	$ (5,220,073)	$ 328,698	$ (4,891,375)

The accompanying notes are an integral part of these financial statements.

WHITNEY CENTER, INCORPORATED

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017

	2018	2017
Cash Flows from Operating Activities		
Change in net assets (deficit)	$ (2,352,971)	$ 1,047,529
Adjustments to reconcile change in net assets (deficit) to net cash provided by operating activities:		
Depreciation and amortization	4,741,618	4,626,121
Amortization of entry fees	(7,702,620)	(7,738,545)
Entry fees received	8,155,916	9,381,141
Net realized and unrealized gain (loss) on investments	198,392	(490,981)
Loss on disposal of assets	3,680	4,597
Other amortization	125,699	125,699
Changes in operating assets and liabilities:		
Accounts receivable	(292,414)	(167,770)
Contract receivables	(248,328)	(241,749)
Other receivables	(11,558)	59,549
Prepaid expenses and other current assets	161,034	(205,191)
Accounts payable	(445,707)	1,243,936
Accrued expenses	(203,736)	(935,745)
Contract deposits	(18,717)	145,379
Deposits	44,400	53,969
Net Cash Provided by Operating Activities	2,154,688	6,907,939
Cash Flows from Investing Activities		
Purchases of property and equipment	(4,113,841)	(3,232,349)
Deferred marketing costs incurred	--	(77,093)
Net reductions to assets held by trustee	(34,141)	(108,175)
Net purchases of assets whose use is limited	101,828	(12,619)
Proceeds from sales of investments	1,126,143	898,913
Purchases of investments	(532,558)	(1,928,393)
Net Cash Used in Investing Activities	(3,452,569)	(4,459,716)

The accompanying notes are an integral part of these financial statements.

WHITNEY CENTER, INCORPORATED

STATEMENTS OF CASH FLOWS (CONTINUED)

FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017

	2018	2017
Cash Flows from Financing Activities		
Refundable entry fees received	$ 1,175,540	$ 2,251,949
Principal payments on capital lease obligation	(223,724)	(233,470)
Refunds of deposits and refundable entry fees	(1,401,962)	(1,963,966)
Repayment of long term debt	(585,000)	(545,000)
Net Cash Used in Financing Activities	(1,035,146)	(490,487)
Net Change in Cash and Cash Equivalents	(2,333,027)	1,957,736
Cash and Cash Equivalents - Beginning	4,993,638	3,035,902
Cash and Cash Equivalents - Ending	$ 2,660,611	$ 4,993,638
Supplemental Disclosures of Cash Flow Information		
Interest paid	$ 3,814,977	$ 3,869,384

On December 31, 2018, the Corporation entered into a capital lease obligation for equipment at a cost of $883,876.

The accompanying notes are an integral part of these financial statements.

NOTE 1 - NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES

NATURE OF BUSINESS

Whitney Center, Incorporated (the Corporation) is a retirement community offering its residents a comprehensive range of facilities and services including a central dining room, a health center, common lounges and meeting rooms, and other amenities for retirement living. As of December 31, 2018 and 2017, there were 246 and 245 apartment units, respectively, including units available for assisted living, and 59 nursing beds in the health center.

Residents pay an entry fee and a monthly service fee that entitles them to the lifetime use and privileges of the retirement community including care in the health center. Residents do not acquire any interest in the real estate and property owned by the Corporation. Management of the Corporation is vested in the Board of Directors and designated officers.

SIGNIFICANT ACCOUNTING POLICIES

ADOPTION OF ACCOUNTING GUIDANCE

In August 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-04, *Presentation of Financial Statements of Not-for-Profit Entities.* The ASU addresses the complexity and understandability of net asset classification, and consistency in information about liquidity and availability of resources, expenses, and investment return. The major changes of the ASU affecting the Corporation include (a) requiring the presentation of two classes of net assets entitled "net assets without donor restrictions" and "net assets with donor restrictions", (b) requiring the qualitative and quantitative information regarding the liquidity and availability of resources, and (c) incorporating functional expenses into the basic financial statements, and enhanced disclosures regarding functional expense reporting. ASU 2016-14 has been applied retrospectively to all periods presented. The application of the ASU did not affect the change in net assets for the years December 31, 2018 and 2017.

In May 2014, the Financial Accounting Standards Board (FASB) issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)* (ASU 2014-09). The guidance in ASU 2014-09 outlines a single comprehensive model for entities to use in accounting for revenue arising from contracts with customers and supersedes most current revenue recognition guidance. The core principle of the revenue model is that an entity recognizes revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services.

NOTE 1 - NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

ADOPTION OF ACCOUNTING GUIDANCE (CONTINUED)

The Corporation adopted the new guidance for the fiscal year ending December 31, 2018, under the modified retrospective approach applied to certain contracts which were not completed as of December 31, 2017 using the practical expedient in paragraph 606-10-10-4 that allows for the use of a portfolio approach, because we determined that the effect of applying the guidance to our portfolio of contracts within the scope of ASU 2014-09 on our financial statements would not differ materially from applying the guidance to each individual contract within the respective portfolio or our performance obligations within that portfolio. This approach will also be used for future contract modifications, if any. The five step model defined in ASU 2014-09 requires us to (1) identify our contracts with customers, (2) identify our performance obligations under those contracts, (3) determine the transaction process of those contracts, (4) allocate the transaction process to our performance obligations under those contracts, and (5) recognize revenue when each performance obligation under those contracts is satisfied. Revenue is recognized when promised goods or services are transferred to the customer in an amount that reflects the consideration expected in exchange for those goods or services.

A substantial portion of our revenue relates to contracts with residents for housing services that are generally short term in nature and fall under ASC Topic 840, *Leases*, which are specifically excluded from the scope of ASU 2014-09. Our contracts with residents and others that are within the scope of ASU 2014-09 are also generally short term in nature. We have determined that services performed under those contracts are considered one performance obligation in accordance with ASC Topic 606 as such services are regarded a series of distinct events with the same timing and pattern of transfer to the resident or others. Revenue is recognized for those contracts when our performance obligation is satisfied by transferring control of the service provided to the resident or others, which is generally when the services are provided over time.

In accordance with ASU 2014-09, incremental costs that an entity incurs to obtain a contract that would have been incurred regardless if the contract not been obtained are no longer allowed to be capitalized. In addition, incremental costs associated with obtaining a new contract may now be capitalized when incurred to obtain any new contract, rather than just with new construction, as long as the entity expects to recover those costs. As a result, the application of ASU 2014-09 resulted in a cumulative-effect adjustment of $364,224 to beginning net assets (deficit) as of January 1, 2018.

NOTE 1 - NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

ADOPTION OF ACCOUNTING GUIDANCE (CONTINUED)

The following table summarizes the impacts of adopting ASU Topic 606 on the Corporation's financial statements for the year ended December 31, 2018.

	Balances without adoption of Topic 606	Adjustments	As reported
Deferred marketing costs	$ 5,492,431	$ (1,336,011)	$ 4,156,420
Accumulated amortization	(4,267,471)	1,128,649	(3,138,822)
Amortization of deferred marketing expense	585,887	(156,861)	429,026
Net assets without donor restrictions	(4,891,375)	(364,224)	(5,255,599)

BASIS OF PRESENTATION

The financial statements of the Corporation are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. Under the accrual basis, revenues are recognized when earned and expenses when the related liability for goods or services is incurred, regardless of the timing of cash flows.

Net assets of the Association are classified based on the presence or absence of donor – imposed restrictions. Net assets are comprised of two groups as follows:

Net Assets (Deficit) Without Donor Restrictions – Amounts that are not subject to usage restrictions based on donor-imposed requirements. This class also includes assets previously restricted where restrictions have expired or been met.

Net Assets With Donor Restrictions – Assets subject to usage limitations based on donor-imposed or grantor restrictions. These restrictions may be temporary or may be based on a particular use. Restrictions may be met by the passage of time or by actions of the Association. Certain restrictions may need to be maintained in perpetuity.

Earnings related to restricted net assets will be included in net assets without donor-restrictions unless otherwise specifically required to be included in donor-restricted net assets by the donor or by applicable state or federal laws.

NOTE 1 - NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

EXCESS OF REVENUES AND GAINS OVER EXPENSES AND LOSSES FROM OPERATIONS

The statements of activities include deficiency of revenues and gains over expenses and losses from operations as the performance indicator. Changes in unrestricted net assets that are excluded from deficiency of revenues and gains over expenses and losses from operations, consistent with industry practice, include investment, net, realized gain (loss) on sale of investments and unrealized loss on investments and the real estate tax assessment under appeal.

USE OF ESTIMATES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. These estimates include assessing the collectability of accounts receivable, the extent of contractual allowances, fair value of investments, and the estimated useful lives of long-lived assets, among others. Actual results could differ from those estimates.

FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amount of the Corporation's financial instruments classified as current assets and current liabilities (cash and cash equivalents, accounts receivable, accounts payable, and accrued expenses) approximates fair value. The fair values of other financial instruments are disclosed in the notes below.

CASH AND CASH EQUIVALENTS

Cash and cash equivalents include investments in highly liquid debt instruments with original maturities of three months or less at purchase. The Corporation routinely invests its surplus operating funds in a commercial sweep account. These funds generally invest in highly liquid U.S. Government and Agency obligations.

NOTE 1 - NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

CONTRACT RECEIVABLES

Contract receivables include balances outstanding on completed residency agreements, including those with short-term deferred payment arrangements.

RECEIVABLES AND ALLOWANCE FOR DOUBTFUL ACCOUNTS

Accounts receivable are stated at the amount the Corporation expects to collect from outstanding balances. The Corporation provides for losses on accounts receivable using the allowance method. The allowance is based on a review of the current status of existing receivables, historical collection experience, third-party contracts, and other circumstances, which may affect the ability of patients to meet their obligations. Receivables are considered impaired if full principal payments are not received in accordance with the contractual terms. It is the Corporation's policy to charge off uncollectible accounts receivable when management determines the receivable will not be collected.

ASSETS WHOSE USE IS LIMITED

Assets whose use is limited include assets received with donor restrictions for the benefit of residents, and assets set aside by the Board of Directors. The Board of Directors has designated $663,809 and $779,233 for the benefit of the residents and to fund other capital and service objectives as of December 31, 2018 and 2017, respectively.

ASSETS HELD BY TRUSTEE

Assets Held by Trustee are assets restricted pursuant to a trust indenture, relating to the Corporation's long-term debt. The specific accounts held by the trustee, in accordance with the requirements of the trust indenture as of December 31, 2018 and 2017; include a bond fund, debt service reserve fund, and an operating reserve fund.

INVESTMENTS AND INVESTMENT INCOME

Investments, which consist of marketable equity securities, U.S. Government and Agency obligations, corporate bonds, and mutual funds, are measured at fair value in the statements of financial position. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Investment income (including realized gains and losses on investments, interest, and dividends) is included in deficiency of revenues and gains over expenses and losses from operations unless restricted by donor or law.

NOTE 1 - NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

INVESTMENTS AND INVESTMENT INCOME (CONTINUED)

Unrealized gains and losses on investments are excluded from deficiency of revenues and gains over expenses and losses from operations. Expenses relating to investment income, including custodial fees and investment advisory fees, amounted to $38,834 in 2018 and $29,878 in 2017 and have been netted against investment income in the accompanying statements of activities.

Investment accounts represent assets set aside by the Board for future capital improvements and to fund operating deficits, over which the Board retains control and may, at its discretion subsequently use for other purposes.

DEFERRED INCOME FROM ENTRY FEES AND REFUNDABLE ENTRY FEES

The Corporation has certain entry fee contracts that provide for refunds on a declining-scale if the contract is voluntarily terminated within 45 months of occupancy or if the resident dies within 12 months of occupancy. There is no refund after those periods have elapsed. Entry fees from these contracts are recorded as "deferred income from entry fees" and are recognized as income over the estimated remaining life expectancy of each resident, with the expectancy reevaluated annually.

Other entry fee contracts provide for a 50 percent, 60 percent or a 90 percent refund when an entry fee is received from a resident for the same or similar apartment. The refundable portion of a resident's entrance fee is generally refundable within a certain number of months or days following contract termination or upon the resale of the unit, or in some agreements, upon the resale of a comparable unit or 12 months after the resident vacates the unit. The refundable portion of the entry fees from these contracts are recorded as "refundable entry fees" and are recognized in the statements of financial position as a long-term liability.

The Corporation has modified contract options for those residents who wish to apply for long-term care insurance benefits or to self-insure for long-term care services in exchange for lower entry fees. Residents may terminate residency and care agreements at any time for any reason with 120 days' notice. Payments of refunds are charged against the resident's unamortized entry fee and/or refundable entry fees and any gain or loss is included in revenue or expense.

Total contractual refund obligations related to entry fee contracts with refundable options at December 31, 2018 and 2017 were $14,758,846 and $14,234,182, respectively.

NOTE 1 - NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

REVENUE RECOGNITION – RESIDENT FEES

Resident fee revenue is reported at the amounts that reflect the consideration the Corporation expects to receive in exchange for the services provided. These amounts are due from residents or third-party payors and include variable consideration for retroactive adjustments, if any, under reimbursement programs. Performance obligations are determined based on the nature of the services provided. Resident fee revenue is recognized as performance obligations are satisfied.

Resident fees at the independent living community consist of regular monthly charges for basic housing and support services and fees for additional requested services, such as assisted living services, personalized health services and ancillary services. Fees are specified in agreements with residents, which are generally short term in nature, with regular monthly charges billed in advance. The Corporation recognizes revenue for housing services under independent living and assisted living residency agreements in accordance with the provisions of ASC 840 *Leases* (ASC 840).

REVENUE RECOGNITION – HEALTH CENTER

The Corporation recognizes revenue for skilled nursing residency, assistance with activities of daily living, thrive at home and personalized health services in accordance with the provisions of ASC 606, *Revenue from Contracts with Customers* (ASC 606). The Corporation has determined that the senior living services included under the daily or monthly fee have the same timing and pattern of transfer and are a series of distinct services that are considered one performance obligation which is satisfied over time. The Corporation receives revenue for services under various third-party payor programs which include Medicare, Medicaid and other third-party payors. Settlements with third-party payor for retroactive adjustments due to audits, reviews or investigations are included in the determination of the estimated transaction price for providing services. The Company estimates the transaction price based on the terms of the contract with the payor, correspondence with the payor and historical payment trends, and adjustments are recognized in periods as final settlements are determined.

OBLIGATION TO PROVIDE FUTURE SERVICES

The Corporation annually calculates the present value of the net cost of future services and use of facilities to be provided to current residents and compares that amount with the balance of deferred revenue from entry fees. If the present value of the net cost of future services and the use of facilities exceeds the deferred revenue from entry fees, a liability is recorded (obligation to provide future services) with a corresponding charge to income.

NOTE 1 - NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

OBLIGATION TO PROVIDE FUTURE SERVICES (CONTINUED)

The obligation is discounted at 7.00 percent, based on the interest rate of related long-term debt. No liability has been recorded as of December 31, 2018 and 2017 because the present value of the net cost of future services and use of facilities is less than deferred revenue from entry fees.

PROPERTY AND EQUIPMENT

Property and equipment, including assets held under capital leases, are stated at cost net of accumulated depreciation. Maintenance and repairs are charged to expense as incurred. Depreciation is provided over the estimated useful life of each asset, which ranges from three to forty years, and is computed using the straight-line method. When assets are disposed of, the asset and related accumulated depreciation are eliminated from the accounts and any resulting gain or loss is reflected in the statement of activities. Construction in process is recorded at cost and consists of assets that have not yet been placed in service. Depreciation begins when the asset is placed in service.

LONG-LIVED ASSETS

The Corporation records impairment losses on long-lived assets used in operations when events and circumstances indicate that the assets might be impaired and the undiscounted cash flows estimated to be generated by those assets are less than the carrying amounts of those assets. There were no impairment losses recognized during 2018 or 2017.

DEFERRED FINANCING COSTS

The Corporation follows the provisions of Accounting Standards Update (ASU) 2015-03, *Simplifying the Presentation of Debt Issuance Costs* (ASU 2015-03) which require that debt issuance costs related to a recognized debt liability be presented in the balance sheets as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts.

Deferred financing costs are amortized using the yield method over the term of the related financing agreements. Gross deferred financing costs of $3,065,839 are included within long-term debt on the accompany statements of financial position as of December 31, 2018 and 2017 with accumulated amortization of $1,373,550 and $1,261,063 for the years ended December 31, 2018 and 2017, respectively.

Amortization of the deferred financing costs, reported as interest expense in the accompanying statements of activities for the years ended December 31, 2018 and 2017, was $112,487 and $112,488, respectively.

NOTE 1 - NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

DEFERRED MARKETING COSTS

Deferred marketing costs represent incremental costs incurred that result in a new continuing care contract for new apartment units, and expansion of other programs. These costs are amortized on a straight-line basis over the average life expectancy of the residents.

INCOME TAXES

The Corporation has been recognized by the Internal Revenue Service as a not-for-profit corporation as described in the Internal Revenue Code, and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Accounting principles generally accepted in the United States of America require management to evaluate tax positions taken and recognize a tax liability (or asset) if the organization has taken an uncertain position that more likely than not would not be sustained upon examination by taxing authorities. Management has analyzed the tax positions taken and has concluded that as of December 31, 2018 and 2017, there are no uncertain positions taken or expected to be taken that would require recognition of a liability (or asset) or disclosure in the financial statements. The Corporation is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods pending or in progress.

RETIREMENT PLAN

The Corporation maintains a defined contribution retirement plan that covers all eligible employees. The plan includes a Corporation matching contribution as follows:

- A 100% matching contribution of the first 3% of contributions made by a participating employee based on annual salary.
- A 50% matching contribution of the next 2% of additional contributions made by a participating employee based on annual salary.

For the years ended December 31, 2018 and 2017, contributions to the plan amounted to $217,341 and $179,228, respectively.

EXPENSE ALLOCATION

Expenses are charged directly to program services, and management and general, based on specific identification to the extent practical. Expenses related to more than one function have been allocated using reasonable methodologies determined by management to be appropriate. Management and general expenses include those expenses that are not directly identifiable with a specific function, but provide for the overall support and direction of the Corporation.

NOTE 1 - NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

PRESENTATION OF INSURANCE CLAIMS AND RELATED INSURANCE RECOVERIES

The Corporation follows the provisions of ASU 2010-24, *Presentation of Insurance Claims and Related Insurance Recoveries,* which indicates that health care entities should not net insurance recoveries against the related claim liabilities. As of December 31, 2018 and 2017, the Corporation recorded $11,096 and $39,416, respectively in both prepaid expenses and other current assets and accrued expenses representing the Corporation's workers' compensation claims covered by insurance for losses in excess of the Corporation's deductible amounts.

RISKS AND UNCERTAINTIES

As of December 31, 2018, the Corporation incurred a loss from operations of approximately $1.7 million and has a deficiency in net assets of approximately $7.6 million as of December 31, 2018. In addition, the Corporation has outstanding long term debt of approximately $48.2 million in the form of revenue bonds. It is the Corporation's intent to refinance the bonds during 2019 to significantly reduce comparable annual interest expense and management is anticipating a reduction of approximately $1.0 million beginning in 2020. In addition, it is management's intent to have the debt repayment schedule revised to further reduce the net cost of financing activities.

The operating loss for the year ended December 31, 2018 was a result of significant capital additions to increase energy efficiency, one-time legal and consulting expenses, and an overall increase in salaries and wages due to revenue growth. The Corporation is ultimately dependent upon its future financial performance, which will be affected by achieving an appropriate payor mix, sales of units and reducing operating costs wherever possible. However, there is no such assurance that any of these events will occur.

The Corporation's investment securities are subject to exposure to various risks such as interest rate risk, financial market risk, and credit risk. Due to the level of risk associated with investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such changes could materially affect the value of investment securities reported in the Corporation's financial statements.

NOTE 1 - NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

RISKS AND UNCERTAINTIES (CONTINUED)

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Corporation believes that it is in compliance with all applicable laws and regulations and is not aware of any pending or threatened investigations involving allegations of potential wrongdoing. While no such regulatory inquiries are outstanding, compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties, and exclusion from the Medicare and Medicaid programs.

SUBSEQUENT EVENTS

The Corporation has evaluated subsequent events through April 30, 2019, which is the date these financial statements were available to be issued. All subsequent events requiring recognition or disclosure as of December 31, 2018, have been incorporated into these financial statements.

NOTE 2 - ACCOUNTS RECEIVABLE

At December 31, accounts receivable from third-party payors and patients consisted of the following:

	2018	2017
Medicaid	$ 41,782	$ 91,548
Medicare	344,875	385,496
Private pay	1,142,560	625,114
Other third party payors	142,763	246,408
	1,671,980	1,348,566
Less allowance for doubtful accounts	231,000	200,000
	$ 1,440,980	$ 1,148,566

The Corporation provides health care services to its patients and generally does not require collateral or other security in providing these services; however, they do routinely obtain assignment of patients' benefits payable under their individual health care insurance programs, plans or policies.

NOTE 3 - INVESTMENTS AND FAIR VALUE MEASUREMENT

Investments at December 31 are summarized as follows:

	2018		2017	
	Cost	Fair Value	Cost	Fair Value
Assets whose use is limited				
Cash and equivalents	$ 126,091	$ 126,091	$ 102,973	$ 102,973
Mutual funds	847,377	830,229	767,528	1,004,958
	$ 973,468	$ 956,320	$ 870,501	$ 1,107,931

	2018		2017	
	Cost	Fair Value	Cost	Fair Value
Long-Term investments				
Cash and equivalents	$ 241,696	$ 241,696	$ 1,134,483	$ 1,134,483
Mutual funds	184,442	177,942	171,488	173,345
U.S. Government and Agency obligations	177,857	185,261	177,937	191,006
Corporate bonds	88,141	84,298	91,706	93,337
Marketable equity securities	2,077,270	2,292,807	1,596,081	2,132,027
	$ 2,769,406	$ 2,982,004	$ 3,171,695	$ 3,724,198

FAIR VALUE MEASUREMENT

Generally accepted accounting principles establish a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described below:

Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Corporation has the ability to access.

NOTE 3 - INVESTMENTS AND FAIR VALUE MEASUREMENT (CONTINUED)

FAIR VALUE MEASUREMENT (CONTINUED)

Level 2: Inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3: Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The fair value measurement level of the asset or liability within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. Following is a description of the valuation techniques used for investments measured at fair value.

Mutual Funds - Valued based on the closing quote prices listed on a national securities exchange or reported on the NASDAQ national market at their last sales price as of the last business day of the year.

U.S. Government Securities and Agency Obligations – Valued based on quoted prices in active markets, and are generally categorized in Level 1 of the fair value hierarchy.

Corporate Bonds - Valued using recently executed transactions, market price quotations (where observable), bond spreads or other available data. When observable price quotations are not available, fair value is determined based on cash flow models with yield curves, bond swap spreads, and other available inputs. Corporate obligations are generally categorized in Level 2 of the fair value hierarchy.

Marketable Equity Securities - Valued based on the closing quote prices listed on a national securities exchange or reported on the NASDAQ national market at their last sales price as of the last business day of the year.

There have been no changes in the methodologies used at December 31, 2018 and 2017.

NOTE 3 - INVESTMENTS AND FAIR VALUE MEASUREMENT (CONTINUED)

FAIR VALUE MEASUREMENT (CONTINUED)

The following tables present information about the Corporation's investments, including assets whose use is limited, measured at fair value:

	December 31, 2018		
	Quoted Prices in Active Markets (Level 1)	Other Than Quoted Market Inputs (Level 2)	Total
Cash and equivalents	$ 367,787	$ --	$ 367,787
Mutual funds	1,008,171	--	1,008,171
U.S. Government and Agency obligations	185,261	--	185,261
Corporate bonds	--	84,298	84,298
Marketable equity securities	2,292,807	--	2,292,807
	$ 3,854,026	$ 84,298	$ 3,938,324

	December 31, 2017		
	Quoted Prices in Active Markets (Level 1)	Other Than Quoted Market Inputs (Level 2)	Total
Cash and equivalents	$ 1,237,456	$ --	$ 1,237,456
Mutual funds	1,178,303	--	1,178,303
U.S. Government and Agency obligations	191,006	--	191,006
Corporate bonds	--	93,337	93,337
Marketable equity securities	2,132,027	--	2,132,027
	$ 4,738,792	$ 93,337	$ 4,832,129

NOTE 4 - PROPERTY AND EQUIPMENT

A summary of property and equipment at December 31 follows:

	2018	2017
Land and land improvements	$ 801,745	$ 757,464
Intangibles	745,544	645,544
Buildings	121,532,869	118,666,054
Furniture, fixtures and equipment	5,119,422	4,934,696
Vehicles	229,655	132,279
Construction in process	2,570,858	869,423
	131,000,093	126,005,460
Less accumulated depreciation and amortization	48,250,092	43,959,609
	$ 82,750,001	$ 82,045,851

NOTE 5 - ASSETS HELD BY TRUSTEE

In accordance with the Town of Hamden, Connecticut Revenue Bonds (Whitney Center Project), Series 2009, the Corporation maintains the following accounts with a trustee:

BOND FUND

The Corporation is required to maintain a bond fund, and within such fund a Debt Service account. The balance of the Debt Service Account at December 31, 2018 and 2017 was $2,463,495 and $2,434,072, respectively.

DEBT SERVICE RESERVE FUND

The Corporation is required to maintain a debt service reserve fund in an amount equal to the maximum annual debt service requirement for the Series A Bonds and an amount equal to twelve months of interest due on the Series C Bonds. Funds on deposit in these accounts shall be applied to make up any deficiencies in the Bond Fund with respect to payments on the bonds. The balance of the debt service reserve funds at December 31, 2018 and 2017 was $4,351,937 and $4,347,219, respectively.

NOTE 5 - ASSETS HELD BY TRUSTEE (CONTINUED)

OPERATING RESERVE FUND

The Corporation is also required to maintain an operating reserve fund, which shall be funded in an amount equal to the Corporation's operating reserve requirement. Funds in the operating reserve fund shall be used for debt service or any operating expenses, to the extent that the Corporation does not have other funds available for the payment of such expenses. If at any time the amount on deposit in the operating reserve fund is less than the operating reserve requirement, the Corporation shall pay to the trustee the amount necessary to restore the balance in the operating reserve fund as soon as practicable, but not later than twelve months after the date the deficiency was created. The operating escrow requirement at December 31, 2018 and 2017 was approximately $1,770,000 and $1,634,000, respectively. The balance of the operating reserve fund at December 31, 2018 and 2017 was $1,560,004 for each year.

NOTE 6 - NET ASSETS (DEFICIT) WITHOUT DONOR RESTRICTIONS

Net assets (deficit) without donor restrictions at December 31 are as follows:

	2018	2017
Undesignated	$ (43,890,976)	$ (40,822,093)
Designated by the governing board	663,809	779,233
Property and equipment, net of related debt	35,326,086	34,822,787
Total Net Assets (Deficit) Without Donor Restrictions	$ (7,901,081)	$ (5,220,073)

NOTE 7 - NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions December 31 may be expended for:

	2018	2017
Subject to Expenditure for Specified Purpose:		
Contributions received to provide financial support to residents who become unable to meet their financial obligations	$ 226,279	$ 225,394
Net appreciation on endowment contribution, to be used to provide financial support to residents	56,232	93,304
	282,511	318,698
Subject to Appropriation and Expenditure When a Specified Event Occurs:		
Endowment contribution from which the income is expendable to provide financial support to residents	10,000	10,000
Total Net Assets With Donor Restrictions	$ 292,511	$ 328,698

Net assets were released from donor restrictions to fund financial support to residents in the amount of $15,000 in 2018 and $8,868 in 2017.

UNIFORM PRUDENT MANAGEMENT OF INSTITUTIONAL FUNDS ACT

As required by accounting principles generally accepted in the United States of America (USGAAP), net assets, are classified and reported based on the existence or absence of donor-imposed restrictions.

The State of Connecticut adopted a version of the Uniform Prudent Management of Institutional Funds Act (UPMIFA) in 2007. In the absence of authoritative guidance on the application of Connecticut's UPMIFA to donor-restricted funds, the Corporation interprets UPMIFA as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment fund, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Corporation classifies as net assets with donor restrictions (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund.

NOTE 7 - NET ASSETS WITH DONOR RESTRICTIONS (CONTINUED)

UNIFORM PRUDENT MANAGEMENT OF INSTITUTIONAL FUNDS ACT (CONTINUED)

Any remaining portion of the donor-restricted funds that is not classified in net assets with donor restrictions would be classified or recorded as unrestricted support by the Corporation, in a manner consistent with the standard of prudence prescribed by UPMIFA. From time to time, the fair value of assets associated with individual donor-restricted funds may fall below the level that the donor or UPMIFA requires the Association to retain as a fund of perpetual duration. These deficiencies, which would be reported in net assets without donor restrictions, can result from unfavorable market fluctuations.

NOTE 8 - LONG-TERM DEBT

Long-term debt consists of the following at December 31:

	2018	2017
Town of Hamden Revenue Bonds (Whitney Center Project) Series 2009		
Fixed Rate Revenue Bonds Series 2009A	$ 44,590,000	$ 45,175,000
Adjustable Rate Revenue Bonds Series 2009C	3,700,000	3,700,000
	48,290,000	48,875,000
Less, current portion	630,000	585,000
Less, deferred financing costs	1,692,289	1,804,776
Less, unamortized original issue discount	256,215	269,427
Long-Term portion	$ 45,711,496	$ 46,215,797

In December 2009, the Corporation issued $89,895,000 (par value) of Town of Hamden, Connecticut Facility Revenue Bonds (Whitney Center Project), Series 2009 (2009 Bonds) at an aggregate original issue discount of $915,454.

The Series 2009A fixed rate revenue bonds have interest rates ranging from 7.625 percent to 7.75 percent, and mandatory annual sinking fund redemptions beginning in 2015 and extending through final maturity in 2043. During 2018 and 2017, the Corporation redeemed $585,000 and $545,000 of the Series 2009A Bonds, respectively.

NOTE 8 - LONG-TERM DEBT (CONTINUED)

The Series 2009C adjustable rate revenue bonds had an initial interest rate of 7.25%, reset to 5.50% on January 1, 2016, and a mandatory maturity of 2043 that is subject to redemption prior to maturity in whole or in part from new unit entrance fees beginning January 1, 2016.

Financing costs associated with the issuance of the Series 2009 Bonds, and the related exchange offer in 2013, totaling $3,065,839, have been deferred and are being amortized over the term of the bonds. In addition, the original issue discount of $915,454 has been capitalized and is being amortized on a yield method over the term of the bonds. At December 31, 2018, the unamortized original issuance discount was $256,215, and the total outstanding principal balance was $48,290,000. At December 31, 2017, the unamortized original issuance discount was $269,427, and the total outstanding principal balance was $48,875,000.

The Series 2009 Bonds are collateralized by (i) a first mortgage lien on the Corporation's main operating facility, (ii) a security interest in all personal property, fixtures, and equipment, (iii) a security interest in the gross revenues of the Corporation, and (iv) an assignment of the Corporation's rights under its residency agreements.

The Loan Agreement (and Security Agreement) and related Trust Indenture to the Series 2009 Bonds (as amended November 1, 2013) also provides for, among other requirements, the maintenance of certain financial and operational covenants including a minimum debt service coverage ratio, a days' cash on hand ratio, and marketing and occupancy targets.

The Corporation's 2009 financing established covenant requirements for new unit sales, occupancy in the original and new apartment buildings, and for cash reserves (Days Cash on Hand). The Corporation successfully met the South (new building) sales and occupancy covenants, the North (original building) covenants, and the Debt Service Coverage Ratio covenants on the March, June, September and December test dates in 2018. The Corporation failed to meet the Days Cash on Hand on June 30, 2018 and December 31, 2018. Missing these covenants was not an event of default on the Series 2009 Bonds because the Corporation took required action including the implementation of a successful plan to improve occupancy, revenue, and days cash on hand.

The Corporation's ongoing business plan balances financial performance with efforts to expand the scope of senior services it provides. This business plan includes the refinancing of existing debt and the replacement of existing debt covenants with new ones by the end of 2019. The Corporation regularly communicates with bondholders by filing required compliance reports and conducting periodic conference calls.

NOTE 8 - LONG-TERM DEBT (CONTINUED)

The State of Connecticut requires that continuing care facilities maintain a reserve fund, which consists of one year's debt service requirements plus one month's operating costs. As of December 31, 2018 and 2017, the Corporation had established the required reserve funds, which consist of U.S. Government obligations, common stocks and money market funds. These funds are not available for current operating purposes. The total reserve requirement was approximately $6.12 million at December 31, 2018 and $5.98 million at December 31, 2017. The balance in these funds amounted to $5,911,941 and $5,907,223 at December 31, 2018 and 2017, respectively. As disclosed in Note 5, an amount necessary to meet the balance in the operating reserve fund will funded in 2019. Such amounts have been classified as assets held by trustee on the statements of financial position.

Scheduled maturities of long-term debt at December 31, are as follows:

Years ending December 31,	
2019	$ 630,000
2020	680,000
2021	730,000
2022	785,000
2023	845,000
Thereafter	44,620,000
	$ 48,290,000

NOTE 9 - CAPITAL LEASE OBLIGATIONS

The Corporation entered into capital lease obligations in 2016 for computer and other equipment at an aggregate monthly rental of $10,900, with imputed interest rates ranging from 4.489% to 5.721%, through expiration dates ranging from May 2020 to March 2021. The original cost of the equipment was $577,283, and has a net book value of approximately $337,000 and $405,000 as of December 31, 2018 and 2017, respectively.

The Corporation entered into capital lease obligations in 2018 to finance LED lighting equipment at a monthly rental of $26,507, with an imputed interest rate of 19.17%, through expiration in December 2022. The equipment cost of $883,876 was placed in service December 31, 2018.

NOTE 9 - CAPITAL LEASE OBLIGATIONS (CONTINUED)

Scheduled maturities of capital lease obligations at December 31, are as follows:

Years ending December 31,	
2019	$ 438,039
2020	395,023
2021	329,242
2022	318,088
	1,480,392
Less, amount representing interest	397,973
	$ 1,082,419

NOTE 10 - DISAGGREGATION OF REVENUE

The Corporation disaggregates its revenue from contracts with residents by payor source, as the Corporation believes it best depicts how the nature, amount, timing and uncertainty of its revenue and cash flows are affected by economic factors. The following tables present revenue disaggregated by type of contract and payer for the years ended December 31, 2018 and 2017:

	December 31, 2018				
	Independent Living	Health Center	Assisted Living	Thrive at Home	Total
Resident Fees:					
Medicaid	$ --	610,137	$ --	$ --	$ 610,137
Medicare	--	1,561,678	--	--	1,561,678
Private pay	12,586,454	2,964,503	1,820,745	164,908	17,536,610
Other third party payors					
	12,586,454	5,136,318	1,820,745	164,908	19,708,425
Entry Fees:					
Amortization	5,892,751	--	--	127,878	6,020,629
Entry fees recognized	1,681,991	--	--	--	1,681,991
	$ 20,161,196	$ 5,136,318	$ 1,820,745	$ 292,786	$ 27,411,045

NOTE 10 - DISAGGREGATION OF REVENUE (CONTINUED)

	December 31, 2017				
	Independent Living	Health Center	Assisted Living	Thrive at Home	Total
Resident Fees:					
Medicaid	$ --	843,033	$ --	$ --	$ 843,033
Medicare	--	1,928,115	--	--	1,928,115
Private pay	11,712,124	2,599,372	1,786,680	54,139	16,152,315
Other third party payors					
	11,712,124	5,370,520	1,786,680	54,139	18,923,463
Entry Fees:					
Amortization	6,135,421	--	--	48,617	6,184,038
Entry fees recognized	1,554,507	--	--	--	1,554,507
	$ 19,402,052	$ 5,370,520	$ 1,786,680	$ 102,756	$ 26,662,008

NOTE 11 - COMMITMENTS AND CONTINGENCIES

REAL ESTATE TAX APPEAL

In 2016, the Corporation appealed its real estate tax assessment applicable to the year 2016 through 2020. Real estate taxes billed in 2016 were $3,126,002. Based on an independent valuation performed, and under advice from the Corporation's tax consultant, the Corporation determined that a valuation resulting in real estate taxes of $1,746,360 would be more appropriate and a likely outcome of the appeal process. Accordingly, assessed real estate tax of $1,379,642 was not paid, and was accrued in 2016.

The appeal was settled in April 2018, resulting in an adjustment of 2016's appraised value to $51.4 million and no additional real estate taxes due for 2016 in addition to amounts previously paid. As a result, the accrual recorded for 2016 noted above was reversed in 2017, net of an estimated allowance of $300,000 for consulting fees related to the appeal, with final expenses for the appeal incurred and included in 2018 operating expenses of approximately $425,000. The appeal settlement sets the Corporation's real estate appraised value at $57.66 million for 2017, with gradual increases to $62 million for 2020. As of December 31, 2018 and 2017, accrued property tax of $1,035,266 and $982,051 were included within accrued expenses on the accompanying statements of financial position.

NOTE 12 - FUNCTIONAL EXPENSES

The Corporation provides services to residents including independent living, health center, and resident services. Expenses related to providing these services for the years ended December 31, are as follows:

2018	Independent Living	Health Center	Resident Services	Total Programs	Marketing and Development	Management and General	Total
Salaries and wages	$ 3,921,473	$ 2,793,283	$ 1,076,411	$ 7,791,167	$ 481,876	$ 1,626,248	$ 9,899,291
Employee benefits	1,008,524	602,670	137,765	1,748,959	43,342	310,598	2,102,899
Contract services	497,568	185,795	8,581	691,944	340,236	755,566	1,787,746
Food	850,366	357,652	21,103	1,229,121	4,554	60,605	1,294,280
Supplies	403,172	160,871	60,868	624,911	4,513	46,618	676,042
Ancillary health services	270	834,554	--	834,824	--	--	834,824
Utilities	1,183,048	79,969	13,508	1,276,525	6,754	67,541	1,350,820
Repairs and maintenance	373,333	39,241	16,157	428,731	2,042	21,751	452,524
Other operating expenses	99,663	78,915	96,172	274,750	10,936	850,850	1,136,536
Insurance	--	--	--	--	--	176,304	176,304
Marketing and development	32,140	--	--	32,140	43,972	103,850	179,962
Depreciation and amortization	3,818,351	272,332	50,975	4,141,658	22,090	577,870	4,741,618
Interest expense	3,338,606	225,674	38,121	3,602,401	19,060	190,603	3,812,064
Property taxes	1,810,806	122,402	20,676	1,953,884	10,338	103,380	2,067,602
Loss on disposal of assets	--	--	--	--	--	3,680	3,680
	$17,337,320	$ 5,753,358	$ 1,540,337	$24,631,015	$ 989,713	$ 4,895,464	$30,516,192

NOTE 12 – FUNCTIONAL EXPENSES (CONTINUED)

2017	Independent Living	Health Center	Resident Services	Total Programs	Marketing and Development	Management and General	Total
Salaries and wages	$ 3,668,001	$ 2,638,859	$ 1,006,025	$ 7,312,885	$ 378,270	$ 1,503,250	$ 9,194,405
Employee benefits	750,391	662,917	99,197	1,512,505	1,673	331,954	1,846,132
Contract services	247,717	134,530	6,425	388,672	320,598	179,964	889,234
Food	811,329	335,313	10,975	1,157,617	8,670	--	1,166,287
Supplies	437,886	150,583	65,203	653,672	4,194	32,883	690,749
Ancillary health services	--	869,373	--	869,373	--	--	869,373
Utilities	1,251,918	80,053	13,523	1,345,494	6,761	--	1,352,255
Repairs and maintenance	270,211	21,690	22,060	313,961	1,429	--	315,390
Other operating expenses	117,299	53,864	87,810	258,973	4,079	873,802	1,136,854
Insurance	--	--	--	--	--	161,144	161,144
Marketing and development	--	--	--	--	--	--	--
Depreciation and amortization	3,688,613	251,384	46,866	3,986,863	20,810	618,448	4,626,121
Interest expense	3,555,562	227,359	38,405	3,821,326	19,203	--	3,840,529
Property taxes	1,835,162	117,349	19,822	1,972,333	9,911	--	1,982,244
Loss on disposal of assets	--	--	--	--	--	4,597	4,597
	$16,634,089	$ 5,543,274	$ 1,416,311	$23,593,674	$ 775,598	$ 3,706,042	$28,075,314

NOTE 13 - LIQUIDITY AND AVAILABILITY OF RESOURCES

The Corporation's primary sources of support are resident services, including amortization of entry fees, and other operating revenues. Financial assets in excess of daily cash requirements are invested in money market funds and other short-term investments.

The following table reflects the Corporation's financial assets as of December 31, 2018 and 2017, reduced by amounts that are not available to meet general expenditures within one year of the statement of financial position date because of contractual restrictions or internal board designations. Amounts not available include donor restricted balances, board-designated investments intended to fund special board initiatives not considered in the annual operating budget, and assets held by a third party trustee. In the event the need arises to utilize the board-designated investments for liquidity purposes, the reserves could be drawn upon through board resolution. Amounts not available to meet general expenditures within one year also may include net assets with donor restrictions.

	2018	2017
Financial assets at year-end		
Cash and cash equivalents	$ 2,660,611	$ 4,993,638
Accounts and contract receivables, net	2,158,977	1,618,235
Other receivables	15,945	4,387
Assets whose use is limited	956,320	1,107,931
Investments	2,982,004	3,724,198
Assets held by Trustee	5,911,941	5,907,223
Total financial assets available at year-end	14,685,798	17,355,612
Less contractual or donor-imposed restrictions		
Perpetual endowment	10,000	10,000
Restricted by donors with time or purpose restriction	282,511	318,698
Board designated	663,809	779,233
Assets held by Trustee	5,911,941	5,907,223
Financial assets available to meet cash needs for general expenditures within one year	$ 7,817,537	$ 10,340,458

INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION

To the Board of Directors
Whitney Center, Incorporated

We have audited the financial statements of Whitney Center, Incorporated as of and for the years ended December 31, 2018 and 2017, and our report thereon dated April 30, 2019, which expressed an unmodified opinion on those financial statements, appears on pages 1-2. Our audits were conducted for the purpose of forming an opinion on the financial statements taken as a whole. The supplementary information, Schedule I – Comparison of Changes in Unrestricted Net Deficit Before Nonoperating Items, is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of those financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements taken as a whole.

Marcum LLP

New Haven, CT
April 30, 2019

MARCUMGROUP MEMBER

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WHITNEY CENTER, INCORPORATED

SCHEDULE I – COMPARISON OF CHANGES IN NET DEFICIT WITHOUT DONOR RESTRICTIONS BEFORE NONOPERATING ITEMS

FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017

	2018	2017	Increase (Decrease) Dollar Change	Increase (Decrease) Percent Change
Changes in Net Deficit Before Nonoperating Items				
Revenues and Gains				
Resident services	$ 27,411,045	$ 26,662,008	$ 749,037	3%
Other operating revenues	884,312	785,454	98,858	13%
Contributions and other	17,490	72,757	(55,267)	-76%
Net assets released from restriction	15,000	8,868	6,132	69%
Total Revenues and Gains	28,327,847	27,529,087	798,760	3%
Expenses and Losses				
Depreciation and amortization	4,741,610	4,626,121	115,489	2%
Interest expense	3,812,063	3,840,836	(28,773)	-1%
Health Center services	3,907,301	3,819,262	88,039	2%
Administrative and general	4,954,587	3,551,750	1,402,837	39%
Dining services	3,086,128	2,847,509	238,619	8%
Employee benefits	2,102,899	1,846,132	256,767	14%
Property taxes	2,067,602	1,982,244	85,358	4%
Plant and security	1,603,257	1,416,364	186,893	13%
Utilities	1,350,820	1,352,255	(1,435)	0%
Housekeeping and laundry	1,074,999	1,081,578	(6,579)	-1%
Assisted living and wellness	784,022	804,353	(20,331)	-3%
Resident services	707,964	705,766	2,198	0%
At Home program	322,940	201,144	121,796	61%
Total Expenses and Losses	30,516,192	28,075,314	2,440,878	9%
Deficiency of Revenues and Gains over Expenses and Losses from Operations	$ (2,188,345)	$ (546,227)	$ (1,642,118)	-301%

See independent auditors' report on supplementary information.

EXHIBIT C

PRO FORMA FINANCIAL STATEMENTS

Whitney Center, Inc.
Five Year Forecasted Statements for
the period beginning January 1, 2021

Whitney Center Operations:

Whitney Center's main business is the operation of the Whitney Center Life Plan community at 200 Leeder Hill Drive, Hamden, CT 06517. Most residents pay a combination of an initial entry fee and ongoing monthly fees in exchange for housing, services and future discounts on nursing and assisted living care. Whitney Center also provides ancillary services to residents and serves non-residents through its continuing care at home program, Thrive at Home^{SM} with Whitney Center.

Apartment Sales and Occupancy:

High apartment occupancy is a key performance indicator at a life plan community. Whitney Center has high occupancy in its apartments and future sales and occupancy are forecast consistent with current experience. The community has a number of apartment units used as offices and for other purposes that it plans to return to active inventory over the next 1-2 years.

Entry Fee Accounting and Cash Flow:

Accounting rules require that life plan entry fees, although received as a lump sum of cash, should be recognized as revenue over the resident's total term of occupancy. This can result in a net loss on our financial statements if allowed entry fee revenue is less than actual entry fee receipts. Whitney Center plans and budgets are intended to produce annual cash flow that supports our mission, vision and values, and have done so for over 40 years.

Operating Revenue and Expense:

The forecast assumes that most revenue and expenses will increase 3% per year. Actual monthly fee increases are determined annually as part of the annual budget process and may be more or less than 3%. The monthly fee increase effective January 1, 2021 was 3.0%.

Refinancing:

Whitney Center refinanced its outstanding 2009 bonds in fiscal year 2019 to reduce annual interest expense and provide cash for capital and development projects and to increase cash and investment reserves. The 2009 bonds had a high interest rate of 7.7% which has been reduced to 3.85% in the 2019 bonds.

Assets Limited to Use:

Whitney Center’s general investment fund is unrestricted. Money donated for restricted use is held separately from other accounts. A third-party trustee holds money in debt service reserve and operated reserve accounts as required by our loan agreement and receives monthly payments used to make semi-annual debt service payments.

Uncertainty of Forecast Results:

This forecast is based on historical and current performance and assumptions about future results including refinancing. Actual results may vary significantly from the forecast here. Whitney Center creates new budgets on an annual basis in a process that includes input from residents. A summary of each year's annual budget is presented to residents.

Whitney Center, Inc.	Year 1	Year 2	Year 3	Year 4	Year 5
5-Year Financial Forecast	**2021**	**2022**	**2023**	**2024**	**2025**
Statements of Financial Position					
Assets					
Current assets:					
Cash and cash equivalents	$6,749,340	$ 6,205,673	$ 5,447,699	$ 5,669,958	$ 6,424,096
Accounts receivable, net	1,100,000	1,110,000	1,120,000	1,130,000	1,140,000
Other receivables	258,901	261,490	264,105	266,746	269,414
Prepaid expenses and other	622,125	628,346	634,629	640,976	647,385
Current assets held by trustee	$7,988,029	$5,154,056	$5,154,056	$5,154,056	$5,154,056
Investments Accounts	9,333,282	13,037,447	14,805,696	16,106,810	17,433,946
Total current assets	26,051,677	26,397,012	27,426,186	28,968,546	31,068,897
Assets held by Trustee					
Investment Accounts					
Property, plant and equipment, net	77,274,841	74,883,186	72,191,531	69,399,876	66,508,221
Deferred marketing costs, net	221,388	221,388	221,388	221,388	221,388
Other assets			-	-	-
Total assets	103,547,906	101,501,586	99,839,105	98,589,810	97,798,506
Liabilities and unrestricted net assets					
Current liabilities:					
Accounts payable	$ 1,100,000	$ 1,110,000	$ 1,120,000	$ 1,130,000	$ 1,140,000
Accrued expenses	4,296,321	4,339,284	4,382,677	4,426,504	4,470,769
Contract deposits	216,211	216,211	216,211	216,211	216,211
Current portion of long-term debt	955,000	1,000,000	1,050,000	1,100,000	1,155,000
Total current liabilities	6,567,532	6,665,495	6,768,888	6,872,715	6,981,980
Capital lease obligation, non-current	-	-	-	-	-
Long-term debt, less current portion	57,748,495	56,748,495	55,698,495	54,598,495	53,443,495
Deferred income from entry fees	34,269,456	33,175,378	32,465,781	32,068,597	31,926,313
Refundable entry fees	13,726,655	13,854,933	14,005,277	14,176,850	14,368,903
Deposits on apartments	128,931	128,931	128,931	128,931	128,931
Other Liabilities	-	-	-		-
Total liabilities	112,441,069	110,573,232	109,067,373	107,845,589	106,849,622
Unrestricted net assets	(9,396,355)	(9,574,837)	(9,731,460)	(9,758,971)	(9,554,308)
Restricted assets	503,192	503,192	503,192	503,192	503,192
Total liabilities and unrestricted net assets	103,547,906	101,501,586	99,839,105	98,589,810	97,798,506

Read these projected financial statements along with the notes. Future results may vary and are not guaranteed.

Whitney Center, Inc.	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
5-Year Financial Forecast	**2021**	**2022**	**2023**	**2024**	**2025**
Statements of Activities					
Operating Revenue:					
Entry fees recognized as revenue	$ 7,897,630	$ 7,530,350	$ 7,330,991	$ 7,209,096	$ 7,150,266
Apartment revenue	13,045,271	13,496,419	13,955,123	14,422,206	14,898,460
Health Center revenue	6,716,422	6,810,849	6,986,706	7,492,994	7,685,263
Assisted Living revenue	2,076,924	2,246,456	2,280,297	2,421,797	2,780,942
Thrive at Home revenue	306,774	422,923	555,780	696,227	844,600
Other operating income	961,482	987,464	1,017,088	1,053,674	1,085,284
Contributions	0	0	0	0	0
Assets released from restriction	-	-	-	-	-
Operating Revenue	31,004,504	31,494,462	32,125,985	33,295,994	34,444,815
Expenses and losses:					
Salaries & wages	11,366,184	11,651,155	11,885,298	12,360,710	12,731,531
Depreciation and amortization	5,284,512	5,391,655	5,491,655	5,591,655	5,691,655
Interest	2,779,750	2,779,750	2,779,750	2,732,000	2,682,000
Employee benefits	2,803,211	2,817,697	2,818,509	2,874,332	2,903,076
Property taxes	2,368,622	2,487,053	2,611,405	2,741,975	2,879,074
Other operating expenses	1,264,804	1,153,396	1,143,532	1,285,273	1,428,684
Contract services	884,000	919,360	956,134	994,380	1,034,155
Utilities	1,223,600	1,248,072	1,273,033	1,298,494	1,324,464
Food	1,226,561	1,249,125	1,278,850	1,323,390	1,355,029
Ancillary health services	869,200	921,352	976,633	1,035,231	1,097,345
Supplies	644,800	670,592	697,416	725,312	754,325
Repairs & maintenance	375,886	390,922	406,558	422,821	439,734
Insurance	218,760	225,322	232,082	239,045	246,216
Total expenses and losses	31,309,889	31,905,450	32,550,857	33,624,618	34,567,288
Net income (loss)	(305,385)	(410,988)	(424,872)	(328,625)	(122,473)
Unrealized gain/(loss) on investment	81,797	110,833	137,874	153,057	166,068
Investment income and gain, net	137,480	121,673	130,374	148,057	161,068
Gain on extinguishment of PPP loan	2,250,000	-	-	-	-
Change in unrestricted net assets	2,163,891	(178,483)	(156,623)	(27,511)	204,663

Read these projected financial statements along with the notes. Future results may vary and are not guaranteed.

Whitney Center, Inc. 5-Year Financial Forecast	Year 1 2021	Year 2 2022	Year 3 2023	Year 4 2024	Year 5 2025
Statements of Cash Flows					
Operating activities					
Change in unrestricted net assets	$ 2,163,891	$ (178,483)	$ (156,623)	$ (27,511)	$ 204,663
Adjustments to reconcile net income (loss) to net cash provided by operating activities:					
Depreciation and amortization	5,284,512	5,391,655	5,491,655	5,591,655	5,691,655
Amortization of entry fees	(7,897,630)	(7,530,350)	(7,330,991)	(7,209,096)	(7,150,266)
Entry fee receipts (non-refundable)	5,933,869	6,764,592	6,959,157	7,159,392	7,365,464
Gain on investments	(219,277)	(232,505)	(268,249)	(301,114)	(327,136)
Contracts and accounts receivable	(81,841)	(12,589)	(12,615)	(12,641)	(12,667)
Accounts Payable	(408,567)	10,000	10,000	10,000	10,000
Accrued expenses	-	42,963	43,393	43,827	44,265
Other changes in operating activities	(62,662)	(6,221)	(6,283)	(6,346)	(6,410)
Net cash provided by operating activities	4,712,295	4,249,061	4,729,444	5,248,167	5,819,568
Investing activities					
Capital expenditures	(4,000,000)	(3,000,000)	(2,800,000)	(2,800,000)	(2,800,000)
Change in assets held by Trustee				-	-
Change in assets whose use is limited	-	-	-	-	-
Change in investments	(2,000,000)	(3,500,000)	(1,500,000)	(1,000,000)	(1,000,000)
Net cash provided by investing activities	(6,000,000)	(6,500,000)	(4,300,000)	(3,800,000)	(3,800,000)
Financing activities					
Refundable entry fees received	1,035,891	1,199,958	1,232,040	1,265,007	1,298,882
Capital leases	-	-	-	-	-
Entry fee refunds	(2,400,000)	(1,400,000)	(1,419,458)	(1,440,914)	(1,464,311)
Proceeds of Construction Fund	3,800,000	2,862,313	-	-	-
Payroll Protection Program Loan	(2,250,000)				
Deferred financing costs incurred					
Payments on long-term debt	-	(955,000)	(1,000,000)	(1,050,000)	(1,100,000)
Net cash used by financing activities	185,891	1,707,272	(1,187,418)	(1,225,908)	(1,265,430)
Change in cash and cash equivalents	(1,101,814)	(543,667)	(757,974)	222,259	754,138
Cash & Cash Equivalents at beginning of year	7,851,154	6,749,340	6,205,673	5,447,699	5,669,958
Cash & Cash Equivalents at end of year	6,749,340	6,205,673	5,447,699	5,669,958	6,424,096

Read these projected financial statements along with the notes. Future results may vary and are not guaranteed.

EXHIBIT D

MEMBERSHIP FEES & PERIODIC CHARGES

Traditional Memberships
2021 Fee Schedule

Diamond - 100% coverage				
Age	Single Membership	Single Monthly Fee	Couple (per person) Membership	Couple (per person) Monthly Fee
≤50	$48,604	$601	$28,530	$497
51- 55	$49,906	$601	$31,891	$497
56 - 60	$51,875	$601	$37,973	$497
61 - 65	$54,760	$601	$45,385	$497
66 - 70	$58,344	$601	$53,303	$497
71 - 75	$61,950	$601	$60,984	$497
76 - 80	$64,975	$601	$64,950	$497
81 - 85	$67,294	$601	$67,295	$497
≥86	$67,730	$601	$67,730	$497

Emerald - 70% coverage				
Age	Single Membership	Single Monthly Fee	Couple (per person) Membership	Couple (per person) Monthly Fee
≤50	$34,438	$545	$19,424	$450
51- 55	$35,457	$545	$22,154	$450
56 - 60	$37,078	$545	$26,905	$450
61 - 65	$39,344	$545	$32,632	$450
66 - 70	$42,201	$545	$38,641	$450
71 - 75	$44,937	$545	$44,327	$450
76 - 80	$47,324	$545	$47,325	$450
81 - 85	$49,102	$545	$49,104	$450
≥86	$49,432	$545	$49,432	$450

Ruby - 50% coverage				
Age	Single Membership	Single Monthly Fee	Couple (per person) Membership	Couple (per person) Monthly Fee
≤50	$26,634	$490	$16,008	$406
51- 55	$27,475	$490	$18,030	$406
56 - 60	$28,807	$490	$21,491	$406
61 - 65	$30,551	$490	$25,694	$406
66 - 70	$32,709	$490	$30,093	$406
71 - 75	$34,851	$490	$34,315	$406
76 - 80	$36,600	$490	$36,578	$406
81 - 85	$37,974	$490	$37,975	$406
≥86	$38,234	$490	$38,235	$406

Sapphire - Care Coordination/Fee for Service				
Age	Single Membership	Single Monthly Fee	Couple (per person) Membership	Couple (per person) Monthly Fee
≤50	$21,926	$332	$14,143	$316
51- 55	$22,149	$332	$14,375	$316
56 - 60	$22,261	$332	$14,666	$316
61 - 65	$22,441	$332	$15,085	$316
66 - 70	$22,617	$332	$15,448	$316
71 - 75	$22,857	$332	$15,841	$316
76 - 80	$23,073	$332	$15,945	$316
81 - 85	$23,194	$332	$15,818	$316
≥86	$23,214	$332	$15,786	$316

* Fees effective 1/1/21 - 12/31/21. Fees for those under the age of 50 are available upon request.
* The one-time Traditional Membership fee is a declining refund (2% per month).

Refundable Memberships
2021 Fee Schedule

Diamond - 100% coverage				
Age	Single Membership	Single Monthly Fee	Couple (per person) Membership	Couple (per person) Monthly Fee
≤50	$110,270	$601	$55,135	$497
51- 55	$116,199	$601	$58,100	$497
56 - 60	$127,376	$601	$72,350	$497
61 - 65	$143,218	$601	$98,907	$497
66 - 70	$163,100	$601	$138,994	$497
71 - 75	$183,610	$601	$179,130	$497
76 - 80	$202,512	$601	$202,432	$497
81 - 85	$217,778	$601	$217,778	$497
≥86	$220,668	$601	$220,669	$497

Emerald - 70% coverage				
Age	Single Membership	Single Monthly Fee	Couple (per person) Membership	Couple (per person) Monthly Fee
≤50	$75,916	$545	$37,958	$450
51- 55	$80,470	$545	$40,236	$450
56 - 60	$88,125	$545	$50,549	$450
61 - 65	$99,390	$545	$69,495	$450
66 - 70	$112,891	$545	$97,946	$450
71 - 75	$127,577	$545	$125,103	$450
76 - 80	$140,801	$545	$140,803	$450
81 - 85	$151,897	$545	$151,898	$450
≥86	$154,031	$545	$154,031	$450

Ruby - 50% coverage				
Age	Single Membership	Single Monthly Fee	Couple (per person) Membership	Couple (per person) Monthly Fee
≤50	$57,425	$490	$28,713	$406
51- 55	$60,721	$490	$31,235	$406
56 - 60	$66,254	$490	$39,726	$406
61 - 65	$74,189	$490	$53,713	$406
66 - 70	$84,188	$490	$73,918	$406
71 - 75	$94,503	$490	$92,575	$406
76 - 80	$104,500	$490	$104,437	$406
81 - 85	$112,623	$490	$112,623	$406
≥86	$114,158	$490	$114,158	$406

Sapphire - Care Coordination/Fee for Service				
Age	Single Membership	Single Monthly Fee	Couple (per person) Membership	Couple (per person) Monthly Fee
≤50	$50,045	$332	$25,023	$316
51- 55	$51,493	$332	$25,747	$316
56 - 60	$53,820	$332	$28,202	$316
61 - 65	$57,049	$332	$32,976	$316
66 - 70	$60,897	$332	$40,071	$316
71 - 75	$65,545	$332	$50,798	$316
76 - 80	$69,815	$332	$65,907	$316
81 - 85	$73,556	$332	$73,263	$316
≥86	$74,284	$332	$74,285	$316

* Fees effective 1/1/21 - 12/31/21. Fees for those under the age of 50 are available upon request.
* The one-time Refundable Membership fee is 100% refundable

EXHIBIT E

MEMBERSHIP PLAN DESCRIPTIONS

Membership Plans

Thrive at Home is pleased to offer four membership plans with an array of coverage options to meet your individual care and service needs. Coverage of services and benefits per plan are outlined below.

Services and Benefits*	Diamond	Emerald	Ruby	Sapphire
Service Coordination 24/7	✓	✓	✓	✓
Personalized Service Plan	✓	✓	✓	✓
Lifestyle and Wellness Programs	✓	✓	✓	✓
Referral Services	✓	✓	✓	✓
Health and Well-being Assessment	✓	✓	✓	✓
Annual Physical Exam	✓	✓	✓	--
Tele-Health and Social Engagement Technology	✓	✓	✓	--
Personal Emergency Response System	✓	✓	✓	--
Transportation Services	✓	70%	50%	--
Biennial Home Evaluation	✓	70%	50%	--
Companion/Homemaker Services	✓	70%	50%	--
Meal/Grocery Delivery	✓	70%	50%	--
Personal Care Services	✓	70%	50%	--
RN/LPN Nurse Services	✓	70%	50%	--
Home Health Care	✓	70%	50%	--
Adult Day Care	✓	70%	50%	--
Live-in Assistance	✓	70%	50%	--
Assisted Living Facility Care	✓	70%	50%	--
Nursing Home Facility Care	✓	70%	50%	--
Access on Whitney Center's Campus (Hamden) to select:				
Amenities	included	included	included	included
Events and Programs	included	included	included	included
Excursions	included	included	included	included

A companion membership, "Topaz," is available under each of the four plans; Topaz Membership fees and coverage options are available upon request.

* Refer to Section III in the Continuing Care (Membership) Agreement for further descriptions of each service offering.