Jewish Senior Services®

excellence in our home and yours

May 20, 2016

Mr. Rich Wysocki
Office of CON & Rate Setting
CT Department of Social Services
25 Sigourney Street
Hartford, CT 06106-5033

Subject: <u>Continuing Care at Home Program</u>

Dear Rich:

Please find attached an updated Disclosure Statement for the Continuing Care at Home Program (CCAH). This was developed in collaboration with Maureen Wiggin & Dana, and we believe meets all of the necessary statutes.

Best regards and thank you for your support of our efforts.

Sincerely,

Andrew H. Banoff
President & CEO

AHB/cmc
Attachment

cc: Maureen Weaver, Esq., Wiggin & Dana
Steve Kinney, Gaffney Bennett
Roger Sliby, VP Finance & CFO

175 Jefferson Street, Fairfield, CT 06825
Tel: 203-365-6400 Fax: 203-374-8082
www.seniors.org

THE CONTINUING CARE AT HOME PROGRAM

SENIOR CHOICE AT HOME®

Disclosure Statement

May, 2016

SPONSORED BY

JEWISH SENIOR SERVICES®
4200 Park Avenue
Bridgeport, Connecticut 06604
(203) 365-6491

***Senior Choice at Home*® is registered with the State of Connecticut Department of Social Services pursuant to Sections 17b-520 through 17b-535 of the Connecticut General Statutes.**

Registration with the Department of Social Services does not constitute approval, recommendation or endorsement by the Department or the State of Connecticut, nor does it evidence the accuracy or completeness of the information provided in this disclosure statement.

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General Information

This Disclosure Statement is provided pursuant to Connecticut law by The Jewish Home for the Elderly of Fairfield County, Inc. d/b/a Jewish Senior Services® ("Provider") to a prospective Member ("Member") of The Senior Choice Continuing Care at Home Program ("CCAH Program"). Connecticut law requires the Provider to provide the prospective Member with a Disclosure Statement before the initial transfer of funds and before the prospective Member enters into any agreement with the Provider.

Description

Name and Type of Organization

The Provider is a not-for-profit corporation organized under the laws of the State of Connecticut and exempt from taxation under Section 501(c) (3) of the Internal Revenue Code. The Provider is the owner of a 9-acre health care complex known as Jewish Senior Services at the Harry and Jeanette Weinberg Campus ("the Community") at 4200 Park Avenue in Bridgeport, Connecticut. The Provider has decades of experience in providing services to the elderly, and the Community features one of the largest Skilled Nursing Facilities in the State of Connecticut. The Skilled Nursing Facility accepts most forms of insurance, including Medicare and Medicaid. In addition to the Skilled Nursing Facility, the Community offers Adult Day Care, Medical and Non-Medical Home Care, Hospice, Physician Services, Outpatient, Sub-Acute, and Long Term Rehabilitation Therapy and the Institute on Aging.

Through the on-going management of the Community, Provider provides quality continuing care as described further in this Disclosure Statement, including the attached Member Agreement. The Provider's goal is to allow Members to continue an independent lifestyle and to provide the peace of mind associated with knowing that certain additional attention and care is available if ever needed through the care and services offered by the CCAH Program. The CCAH Program is designed to allow Members to remain in their private homes while enjoying the traditional benefits of a Continuing Care Retirement Facility.

Affiliations

The Provider is the only organization responsible for the CCAH Program, and it has arranged for the Program's start up financing and management. Similarly, the Provider works closely with a separate physician practice, Geriatric Professional Group, LLC ("GPG"). GPG provides physician services to residents of the Community's Skilled Nursing Facility as well as outpatient physician services. GPG has no responsibility for the Provider's financial or contractual obligations.

Benefits/Services Provided

In order to participate in the CCAH Program, Member must execute a Member Agreement. Please refer to a copy of the Provider's standard Member Agreement in Exhibit I. The Provider currently offers three pricing plans. Each plan requires payment of a Membership Fee and a Monthly Service Fee. All plans cover 100% of the cost of care coordination, emergency response system, home inspection and delivered meals if these services are authorized by the Care Coordinator. Some plans require co-pays or payment in full for some of the services delivered, depending on the type of membership selected. Following is a summary description of the three pricing plans. Please refer to Exhibit II for a detailed description of the plans and the current Membership and Monthly Service Fees associated with each plan.

All-Inclusive Plan: No co-pay required and 100% coverage of specified and authorized services, including home health aide, companion, delivered meals, adult day care, assisted living facility and skilled nursing facility services.

Security Plan: 15% co-pay required for specified home health aide, companion and adult day care services and 30% co-pay for assisted living facility and skilled nursing facility.

Co-Pay Plan: 50% co-pay for specified home health aide, companion, adult day care, assisted living facility and skilled nursing facility services.

The Provider will deliver services in a manner consistent with the objective of enabling the Member to maintain his/her own living arrangement at home for as long as is practical and to provide Facility Based Services if and when needed.

The CCAH Program includes the following services and programs, which, unless noted otherwise below, will be provided in exchange for payment of the Membership Fee and Monthly Service Fee discussed below, with no additional charge under the All-Inclusive Plan and applicable co-pays under the Security and Co-Pay Plans:

A. Residence. The Member will remain in his/her existing home (or subsequent residence of the Member's choice).

B. Member Home Inspection. During the first year of Membership, Provider will conduct an inspection of the Member's home to identify any functional or safety problems for Member, and will make recommendations to the Member based on the inspection. This inspection will not identify physical or environmental problems with the premises, such as roof, plumbing, HVAC issues. It will focus only on functional and safety issues for the Member. After the initial inspection, the Provider will conduct an inspection every second year, unless circumstances or the Member's health condition justify more frequent inspections.

C. Annual Physical Examination. The Provider encourages the Member to have an annual physical examination performed by the Member's personal physician or by one of Provider's physicians or nurse practitioners. The Provider encourages the

Member to submit a medical report from the Member's personal physician to the Care Coordinator.

D. Care Coordination. A Care Coordinator will be assigned to the Member. The Care Coordinator will lead the Care Coordination Team, consisting of a representative of Administration (or his/her designee), the Medical Director, Director of Care Coordination (or his/her designee) and other clinical professionals as determined appropriate by the Care Coordinator. The Care Coordination Team, in consultation with the Member and/or the Member's designated representative, will prepare a care plan to meet the Member's particular needs. The Care Coordination Team will make all decisions involving the Member's participation in various medical and health care services or permanent transfer from home to facility based services following consultation with the Member or the Member's Designated Representative.

E. Home Site Service. Home Site Services are available when the Care Coordination Team, in consultation with the Member or the Member's Designated Representative, determines that Home Site Services would be appropriate. The Provider may require an examination by its Medical Director (or his/her designee) to determine eligibility for Home Site Services, and the Member must use an approved provider to be eligible for coverage. Following is a description of Home Site Services offered by the Provider:

1. SKILLED HOME HEALTH CARE
The Provider will provide non-Medicare covered home care services, including personal care provided by a State Licensed Home Health Aide, as determined to be appropriate by the Care Coordination Team and to the extent that this service is covered in the plan selected by the Member.

2. HOMEMAKER SERVICES
The Provider will provide Homemaker Services, including a companion, light housekeeping and chore services as determined to be appropriate by the Care Coordination Team and to the extent that this service is covered in the plan selected by the Member.

3. COMPANION SERVICES
The Provider will provide Companion Services as determined to be appropriate by the Care Coordination Team and to the extent that this service is covered in the plan selected by the Member.

4. EMERGENCY RESPONSE SYSTEM
If determined to be appropriate by the Care Coordination Team and agreed to by the Member, the Provider will provide an emergency response system with 24-hour coverage to the extent this service is covered in the plan selected by the Member.

5. MEALS
If determined to be appropriate by the Care Coordination Team, the Provider will deliver a maximum of two meals per day to the Member's home.

6. ADULT DAY CARE
The Provider will provide Adult Day Care Services as determined to be appropriate by the Care Coordination Team to the extent this service is covered in the plan selected by the Member.

F. Facility Based Services

1. When Determined To Be Appropriate by the Care Coordination Team and prescribed by a physician, Provider will provide or arrange for Facility Based Services, including Assisted Living in a private accommodation and Nursing Home Services in a semi-private accommodation. Provider may require an examination of the Member by its Medical Director (or his/her designee) to determine eligibility for Facility Based Services.

2. ASSISTED LIVING AND NURSING HOME SERVICES
Assisted Living and Nursing Home Services will be provided either in the Community's Skilled Nursing Facility, or in similar facilities approved by the Provider. The Provider will not be responsible for any ancillary charges (such as laundry, prescription drugs, medical supplies, telephone or television) that may be incurred for Facility Based Services. The Member will be solely responsible for such charges.

G. CCAH Program Facilities and Programs. The Provider has made and will continue to make arrangements with several organizations to provide CCAH Program Members with access to facilities and programs, including but not limited to, a library, computer center, indoor swimming pool, meeting rooms and arts and crafts programs.

H. Activities and Leisure Events. The Member will have access to planned and scheduled social, recreational, spiritual, educational and cultural activities and leisure events, as well as, arts and crafts, exercise and health programs and other special activities designed to meet the needs of the Members.

I. Lifestyle and Wellness Programs. The Provider will offer Lifestyle and Wellness Programs from time to time, free of charge or with an applicable fee for service, including but not limited to, exercise classes, arts and crafts, wellness seminars, speakers and day excursions.

J. Transportation Services. If the Member is unable to drive or instructed by his/her physician not to drive, the Provider will provide transportation to and from medically necessary outpatient surgery or minor procedures such as cataract removal, chemotherapy treatments and surgical biopsies. The Provider does not provide transportation for regular physician office visits, dialysis or other routine or on-going specialist appointments. If the Member requires such additional transportation services, the Provider may assist the Member in arranging for such services. The Member will be responsible for paying any fees associated with such additional transportation services.

K. Other Services and Programs at Additional Charge. Other services and programs will be available to the Member for an additional charge, including but not limited to, private transportation, catering and other special services performed for the Member beyond the normal scope of services offered by Provider. Availability and charges for these additional services and programs will be determined by Provider.

L. Referral Service for Additional Services. A Referral Service for other services is available with associated additional charges to be paid to a third party vendor who functions as an independent contractor of Provider. These services may include, but not be limited to, landscape maintenance, legal, financial planning, home maintenance and rental of medical equipment.

M. Limitation of Provider Payment for Non-Institutional Health Care Services. Provider may limit payment for Home Site Services (skilled home health care, homemaker, companion, emergency response system, meals and adult day care) if the cost of such Home Site Services for any thirty (30) day period exceeds the cost based on standard published rates for care in the Community's Nursing Home Facility. Member may either transfer to a Plan Participating Facility or pay the difference between the cost of Home Site Services and the cost based on standard published rates for care in the Community's Nursing Home Facility.

Board Members and Officers

The Provider is governed by a voluntary Board of Directors. Directors and Officers serve without compensation, and no Director or Officer has any equitable or beneficial interest in Provider. Within the last five (5) years, neither Provider, nor any of its Directors or Officers, has been a party to any civil or criminal proceeding of any kind described in Section 17b-522(b)(4) of the Connecticut General Statutes. Following is a list of Provider's Directors and Officers:

Jon August
Andrew H. Banoff
Richard D. Becker
Russell Beitman (**Treasurer**)
Carl Bennett (**Honorary Director for Life**)
Robert Berkowitz
Muriel Brown
Sanford Buchsbaum
Joel Coleman
Bill Dardani
Karen Ferleger
Dorothy N. Freedman
Roy Friedman
Roslyn Goldstein (**Honorary Director for Life**)
Susan Greenwald
Michael Guthman
Marc J. Issacs
Mark A. Lapine (**Honorary Director for Life**)
Linda Lazinger
Richard Levin
David Levine
Renee Manger
Michael Marcus
Emil Meshberg
Frank Morse
Hon. Alan H. Nevas
Janet Nevas
Nate Nevas
Wilma Persky
Alan Phillips (**Secretary**)
Peter Poser
Jeff Radler (**Chairperson**)
Hal Rosnick
Dr. Robert Russo
Richard Seclow
Amanda Shapiro
Jeffrey J. Siegel
William Sims
Carol Spinner
Leonard Srebnick (**Honorary Director for Life**)
James Sugarman
Milton Sutin (**Honorary Director for Life**)
John Vaccaro
Kenneth I. Wirfel (**Vice Chairperson**)
Martin F. Wolf (**Honorary Director for Life**)
Mike Wolfson
Sandra Young

Prior Experience

The Provider has extensive prior experience providing services to the elderly across the continuum of care. In particular, the Provider operates a 280-bed Skilled Nursing Facility, 18 Assisted Living Apartments, 28 Memory Care Studios, inpatient and outpatient rehabilitation services, home care, companions, hospice and other community services, including adult day care, geriatric assessment, physician services, etc.

Program Implementation

Program Consultant

The Provider previously contracted with Cadbury Senior Services to provide assistance in developing and implementing the CCAH Program.

Cadbury Senior Services. is a Quaker guided not-for-profit organization that owns and operates Cadbury at Cherry Hill, New Jersey, a continuing care retirement community established in 1978, and Cadbury at Lewes, a continuing care retirement community in Lewes, Delaware that opened in 2007. In addition, Cadbury Senior Services also operates Cadbury Continuing Care at Home, a program established in 1998 to meet the desire of many seniors to stay in their homes and age in place and to complement and expand the mission of Cadbury Senior Services.

The American Association of Homes and Services for the Aging has recognized Cadbury Continuing Care at Home with an Innovation of the Year award. Cadbury Care at Home has been replicated numerous times by other not-for-profit senior care providers across the country.

Management

The Provider will manage the CCAH Program. The Provider's management team consists of Andrew H. Banoff, President & CEO; Larry Condon, Senior Vice President & Administrator; Roger Sliby, Vice President Finance, CFO; Linda Ciszkowski, Vice President & Chief Administrative Officer; and Marge Nicolia, Vice President, Nursing Services.

Right to Rescission

A new Member has the right to rescind the Member Agreement within thirty (30) days after signing the Member Agreement ("Rescission Period"). If the Member exercises this right, then the Provider will issue a full refund of the Membership Fee paid less the $250 application fee.

The Application Process

A prospective Member qualifies for the CCAH Program upon satisfaction of the following requirements and admission steps:

A. Age. The CCAH Program is intended for and restricted to persons 62 years of age or older.

B. Personal Interview. A prospective Member must have a personal interview with a representative from the Provider. The Provider may request additional interviews upon review of all information submitted with the application.

C. Confidential Data Application and Personal Health History. The prospective Member must submit for approval by Administration, a Confidential Data Application and a Personal Health History, all on forms furnished by the Provider.

D. Financial Requirements. The prospective Member must have assets and income sufficient under foreseeable circumstances to meet the prospective Member's financial obligations under the CCAH Program and to meet the prospective Member's ordinary living expenses. The Provider may require the prospective Member to furnish additional, current financial information as may be needed.

E. Health Requirements. The prospective Member must submit a report of a physical examination of the prospective Member performed by the prospective Member's physician. The Provider may require the prospective Member to have another physical examination by its Medical Director or by another physician approved by the Provider. The prospective Member shall be responsible for the costs of physical examinations performed for purposes of the application.

F. Notification. The Provider will review the Confidential Data Application and Personal Health History and the results of the personal interview and will notify the prospective Member once a decision has been made on whether the prospective Member is eligible to participate in the CCAH Program.

G. Application Fee. The Provider will charge a $250 non-refundable Application Fee to cover the administrative costs involved in processing the Member's application.

Termination

The grounds under which the Provider may terminate the Member Agreement and the procedures for termination and issuance of refunds, if any, are described in Section VI of the Member Agreement attached as Exhibit I. As noted in the Member Agreement, any interest earned on Membership Fees or other deposits from the Member will accrue to the Provider's benefit. Any refunds due to the Member upon termination of the Member Agreement will not include interest earned.

Spouses and Multiple Household Members

Each member of a married couple or household must sign a separate Member Agreement for the CCAH Program. As a result, termination of the Member Agreement with one spouse or household member due to death or any other reason will have no impact on the Member Agreement with other spouse or household member.

Financial Hardship

As a not-for-profit organization, the Provider has established a policy whereby it will not terminate membership in the CCAH Program solely by reason of a Member's inability to pay the total Monthly Fee. When a Member establishes facts to justify the need for financial assistance as determined by Provider in its sole discretion, the Provider will advance funds to help the Member pay his/her Monthly Fee. Such advances, plus interest at 1% above the prime rate computed monthly noted on the first day of each month in the Wall Street Journal, shall be charged against the refundable portion, if any, of the Membership Fee. If such advances exceed the refundable portion, if any, of the Membership Fee, the Provider may waive some or all of the Member's Monthly Fee if the Member has not intentionally depleted assets needed to pay his/her Monthly Fee.

Tax Consequences

Payment of a Membership Fee pursuant to a continuing care contract may have tax implications, including benefits. Any person considering such a payment may wish to consult a qualified advisor.

Financial Information

Membership Fees

The Membership and Monthly Fees for the CCAH Program are attached as Exhibit II.

CCAH Projected Income Statements

The projected income statements of the CCAH Program are attached as Exhibit III.

Financial Statements of The Jewish Home of Fairfield County

The latest available audited annual financial statements for The Jewish Home for the Elderly of Fairfield County, Inc. are attached as Exhibit IV along with the audited financial statements for the prior three years.

Prepaid Obligations, Actuarial Value

Provider, through the execution of Member Agreements for the CCAH Program, will incur prepaid health obligations for its Members. The actuarial present value of Member prepaid health obligations is $0 based on a study conducted by CCRC Actuaries. The Provider will review and update prepaid health obligations on an annual basis.

Reserve Funding

Connecticut law does not require reserve funding for the CCAH Program.

DOCUMENTS FILED WITH THE CONNECTICUT DEPARTMENT OF SOCIAL SERVICES

The Provider has filed all required materials with the Connecticut Department of Social Services. These materials include:

1. A current Disclosure Statement.

2. An index identifying the location of information required by law and listed in Section 17b-533-3 (a) (3) of Social Services regulations (Page ii).

3. Supplemental financial information.

All documents filed will be a matter of public record and may be reviewed at the Department's Offices located at 25 Sigourney Street, Hartford, CT 06106. Telephone: (860) 424-5250.

EXHIBIT I

THE CONTINUING CARE AT HOME PROGRAM

SENIOR CHOICE AT HOME®

SPONSORED BY

JEWISH SENIOR SERVICES®

MEMBER AGREEMENT

THE CONTINUING CARE AT HOME PROGRAM

SENIOR CHOICE AT HOME®

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Member Agreement

THIS SENIOR CHOICE AT HOME® MEMBER AGREEMENT ("Agreement") is made this _____day of ______________201___, between The Jewish Home for the Elderly of Fairfield County, Inc. d/b/a Jewish Senior Services, a Connecticut not-for-profit Corporation, hereinafter, called the "Provider," and ____, hereinafter called "Member."

Recitals:

Provider is the owner of a 9-acre health care complex known as The Jewish Home of Fairfield County ("the Community"), located at 4200 Park Avenue in Bridgeport, Connecticut. Provider has established and wishes to offer to Member "Senior Choice at Home®," a Continuing Care at Home Program ("CCAH Program") that allows a Member to remain in his/her private residence while enjoying the traditional benefits of a Continuing Care Retirement Facility. The goal of the CCAH Program is to allow Member to continue an independent lifestyle and to provide the peace of mind associated with knowing that certain additional attention and care is available if ever needed.

Member desires to participate in the CCAH Program and to use and enjoy the facilities, programs and services provided by the Provider under such Program;

This Agreement is made and entered into between Provider and Member as a commitment to the terms and conditions set forth below.

NOW, THEREFORE, Provider and Member agree as follows:

I. DEFINITIONS

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

The Act means Public Act No. 86-252, an Act Concerning Management of Continuing Care Facilities (Conn. Gen. Stat. § 17b-520 et seq.) as amended, including amendments of Public Act No. 08-36 addressing continuing care at home.

ADL (Activities of Daily Living) Deficiencies means deficiencies, as determined by the Care Coordination Team, in activities of daily living such as bathing, dressing, eating, transferring, walking, mobility, grooming and continence. Those persons deemed to have ADL Deficiencies may include, but may not be limited to, those who need personal assistance, those with Alzheimer's Disease or any type of dementia disorder, those who are bed bound or homebound, or those who need special equipment to ambulate (i.e. wheelchair, walker).

Adult Day Care Services means a facility that offers a program of services in a group setting for a scheduled number of hours per week. Elements of an adult day care program usually include transportation, meals and activities (both health related and social).

Assisted Living Facility means a registered Managed Residential Facility where nursing and personal care services are provided by an Assisted Living Services Agency licensed by the State of Connecticut. Assisted Living Services are provided, in accordance with Connecticut assisted living licensure requirements, exclusively for residents who require substantial assistance with at least two ADL's, twenty-four (24) hour supervision for safety and who are Determined To Be Appropriate for assisted living services.

Care Coordination Team means the persons appointed by Provider for Member, comprised of the Director of Care Coordination (or his/her designee), a representative of administration, and, in the case of medical and health care Services, the Plan's Medical Director (or his/her designee) and other clinical professionals as deemed appropriate, in consultation with the Member and/or Member's designee. The Provider, in its sole discretion, may change from time to time, both in terms of titles and personnel.

Care Coordinator means the person appointed by Provider to be responsible for handling needs of Member for Services and for conducting specific needs assessments and for making recommendations for Services subject to review and final determination of Member's eligibility for Services by the Care Coordination Team.

Care Plan means the written plan of Services (including type of Service, start date, quantity, frequency, duration of Service, name of Plan Participating Provider or Facility and any special considerations) that the Care Coordination Team develops and approves for Member based on a comprehensive needs assessment. The Care Plan is agreed to and signed by Member.

Companion means a person designated by the Provider to provide Companion Services to a Member at the Member's Home Site, when the Member lives alone or when the Member's family is temporarily away from home.

Companion Services means those services provided by a Companion, which may include visiting a Member for conversation and social time, including playing cards, games or going for a walk, supervision of and assistance with activities of daily living, medication reminders and regular telephone calls.

Designated Service Area means Provider's area of coverage for Services (currently Fairfield and New Haven Counties), as defined by Provider. The Designated Service Area may be altered from time to time at the sole discretion of Provider. No change in the Designated Service Area by Provider will adversely affect this Agreement.

Determined To Be Appropriate means that the Care Coordination Team, utilizing industry standards and accepted standards of health care practice, has assessed a Member's medical and functional status and concluded that Services are necessary and will be provided by the Provider or another provider as specified in this Agreement.

Disclosure Statement means the Disclosure Statement of Provider available to Member, pursuant to the Act.

Effective Date means the date by which all parties have executed this Agreement and the Membership Fee has been paid in full. The Provider will assume none of the responsibilities of this Agreement until the Effective Date.

Emergency Response System means an in-home 24-hour electronic alarm system activated by a signal to a central switchboard. This system allows Members who are deemed to be at high risk to secure immediate help in the event of a medical, physical, emotional or environmental emergency.

Facility Based Services means Services provided in a facility outside the Home Site; including Assisted Living and Nursing Home Facilities.

Home Health Aide means certified home health aide who has successfully completed a training and/or competency evaluation program approved by the Connecticut Department of Public Health and designated by the Provider to provide Home Health Aide Services to a Member at the Member's Home Site.

Home Health Aide Services means services provided by a Home Health Aide, which may include assistance with bathing and dressing, an established activity regimen such as range of motion exercises, nutritional needs such as feeding assistance and simple maintenance of the Member's environment.

Homemaker is a person designated by the Provider to provide Homemaker Services to the Member at the Member's Home Site.

Homemaker Services are services provided by a Homemaker, which may include assistance with day-to-day chore activities in the Home Site such as cooking, dishwashing, laundry, light housekeeping and errands.

Home Site is the residence of the Member which is not on or at the site of the Provider's campus or facility.

Home Site Services means Services provided at the Member's Home Site.

Medical Director means a physician appointed from time to time by Provider to oversee the provision of medical and health care Services provided to Members.

Medical Record means all records relating to Member's medical history and condition, which may be maintained by Provider or by a Plan Participating Facility or a Plan Approved Provider.

Medicare means the Health Insurance for the Aging Act, Title XVIII of the Social Security Amendment of 1965, as amended and Regulations promulgated thereunder in effect from time to time.

Medicare Covered Services means all hospital, skilled nursing, home care and medical services covered and paid for by Medicare Parts A and B and Member's MediGap or Secondary Insurance.

Member's Designated Representative means any person appointed by Member to represent Member's interests, including but not limited to a health care representative, an attorney-in-fact or conservator.

Medicare Supplemental Coverage means a private health insurance plan, which is certified by the Secretary of Health and Human Services as meeting federal requirements for Medicare supplemental policies. In general, Medicare Supplemental Coverage, also referred to as MediGap Insurance or Secondary Insurance, pays for certain deductibles and co-payments and for some of the balance of the costs of care covered by Medicare Parts A and B when full costs are not paid by Medicare.

Nursing Home Facility means a facility licensed by the State of Connecticut to provide various levels of nursing care.

Permanent Member means a Member who has resided in an Assisted Living or Nursing Home Facility for 100 consecutive days, and has been determined to be a Permanent Member with respect to such Facility by the Care Coordination Team.

Plan means the CCAH Program Plan selected by Member.

Plan Approved Provider means a health care services facility or agency having an agreement with the Provider to supply Services to Members.

Plan Participating Facility means an Assisted Living or Nursing Home Facility having an agreement with Provider to supply Facility Based Services according to the definition of Facility Based Services to Member.

Prevailing Rate for a Plan Participating Facility means the current per diem rate charged by a particular Plan Participating Facility.

Referral Service means a service provided under the Plan whereby Provider, acting as an intermediary between Member and third party vendors of such services, makes referrals to Member for such services as he/she may choose, at costs payable in full by Member.

Services mean any assistance, including care coordination, Member home inspection, annual physical examination, Home Site Services (including Skilled Home Health Care, Homemaker Services, Companion Services, Emergency Response System, Meals and Adult Day Care), Facility Based Services (including Assisted Living and Nursing Home Facility), transportation services, Referral Services and lifestyle and wellness programs, that is provided to Member as described in this Agreement, subject to applicable co-payments.

II. ACCOMMODATIONS AND SERVICES

Provider will provide the following Services to Member, subject to the terms and conditions of this Agreement for the lifetime of the Member in a manner consistent with the objective of enabling Member to remain at the Home Site for as long as is practical and to provide Facility Based Services if needed:

A. Residence. Member shall remain in the Home Site (or subsequent residence if Member moves to another location within the Designated Service Area).

Member currently lives at ____
and shall remain within the Designated Service Area to remain eligible for the Services.

B. Member Home Inspection. During the first year of Member's participation in the CCAH Program and every second year thereafter (unless circumstances or Member's health condition justify more frequent inspections), Provider will provide a functional inspection of the Home Site for the purpose of attempting to identify any functional and safety problems, and will make recommendations to Member based on such inspection. The Home Site inspection will focus solely on functional and safety issues for Member. The Home Site inspection will not identify physical, structural or environmental problems with the Home Site, such as problems involving the roof, structure, HVAC, plumbing, electric, leaks or dampness, mold, termites, carpenter ants or other wood destroying insects, asbestos, radon, leaking underground storage tanks and other environmental conditions. Provider may require, based on circumstances of previous inspections or Member's health condition, that Member permit Provider to provide a functional inspection of the Home Site on a more frequent basis. Provider does not represent that it will undertake steps necessary to effectuate any of recommendations that may result from its Home Site inspection. Implementation of any recommended changes or corrections and payment of any costs involved are the sole responsibility of Member.

C. Annual Physical Examination. Provider encourages Member to undergo an annual physical examination performed by Member's personal physician or by one of Provider's physicians or nurse practitioners. Provider also encourages Member to submit, or arrange for Member's personal physician to submit, a medical report from Member's personal physician to Member's Care Coordinator.

D. Care Coordination. Provider shall assign a Care Coordinator to Member. The Care Coordination Team, in consultation with Member and/or Member's Designated Representative, shall prepare a care plan to meet Member's particular needs from time to time during the term of the Agreement. The Care Coordination Team will make all decisions involving Member's participation in various medical and health care Services or permanent transfer from the Home Site to Facility Based Services following consultation with Member or Member's Designated Representative.

E. Home Site Service. Consistent with the benefit level and required co-payments for the Plan selected by Member, Provider shall provide Home Site Services, as Determined To Be Appropriate by the Care Coordination Team. Member must exhibit at least one or more ADL Deficiencies to be eligible for the following Home Site Services, and Member must use a Plan Approved Provider and sign the relevant agreement to be eligible for coverage. Provider may require an examination by its Medical Director (or his/her designee) to determine eligibility for Services:

1. SKILLED HOME HEALTH CARE
Provider will provide non-Medicare covered skilled Home Health Care Services, including personal care provided by a Home Health Aide as Determined To Be Appropriate by the Care Coordination Team.

2. HOMEMAKER SERVICES
Provider will provide Homemaker Services as Determined To Be Appropriate by the Care Coordination Team.

3. COMPANION SERVICES
Provider will provide Companion Services as Determined To Be Appropriate by the Care Coordination Team.

4. EMERGENCY RESPONSE SYSTEM
If Determined To Be Appropriate by the Care Coordination Team and agreed to by the Member or Member's Designated Representative, Provider will provide an Emergency Response System.

5. MEALS
If Determined To Be Appropriate by the Care Coordination Team, Provider will provide a maximum of two meals per day to be delivered to the Home Site.

6. ADULT DAY CARE
Provider will provide Adult Day Care Services as Determined To Be Appropriate by the Care Coordination Team.

F. Facility Based Services

7. When Determined To Be Appropriate by the Care Coordination Team and prescribed by a physician, Provider will provide or cause to be provided, Facility Based Services, including Assisted Living in a private accommodation and Nursing Home Services in a semi-private accommodation. Provider may require an examination of Member by its Medical Director (or his/her designee) to determine eligibility for Facility Based Services.

8. ASSISTED LIVING AND NURSING HOME SERVICES
As Determined To Be Appropriate by the Care Coordination Team, Facility Based Services will be provided either in the Community's Skilled Nursing Home or in similar Plan Participating Facilities approved by Provider. Provider will not be responsible for any ancillary charges such as laundry, prescription drugs, medical supplies, telephone or television. Such charges shall be Member's sole responsibility.

G. CCAH Program Facilities. Member shall have access to facilities and programs for the use and benefit of all Members of the CCAH Program. Such facilities and programs may include a library, computer center, indoor swimming pool, meeting rooms, arts and crafts programs and other facilities and programs described in CCAH Program materials.

H. Activities and Leisure Events. Member shall have access to planned and scheduled social, recreational, spiritual, educational and cultural activities and leisure events as well as arts and crafts, exercise and health programs and other special activities designed to meet the needs of Member.

I. Lifestyle and Wellness Programs. Provider shall offer lifestyle and wellness programs from time to time, either free of charge or for a fee. Such services may include but not be limited to, exercise classes, arts and crafts, wellness seminars, speakers and day excursions. Provider shall advise Member of the schedules and the cost of these programs on an as offered basis.

J. Transportation Services. If Member is unable to drive or instructed by his/her physician not to drive, Provider will provide transportation to and from medically necessary outpatient surgery or minor procedures which may include, but not be limited to, cataract removal, chemotherapy treatments and surgical biopsies. Provider shall not provide transportation for regular physician office visits, dialysis, and routine or specialist appointments. If Member requires assistance in obtaining such transportation services, Provider may assist Member in arranging for such services, but Provider shall not be responsible for any fees involved in such additional transportation services. Payment of any fees associated with additional transportation services will be the sole responsibility of Member.

K. Other Services and Programs at Additional Charge. Other services and programs will be available to Member at Member's expense, including but not limited to, private transportation, catering and other special services beyond the normal scope of services offered by Provider. Provider shall determine the availability and charges for such additional services.

L. Referral Service for Additional Services. Provider shall provide a Referral Service so that Member may obtain additional services not provided under this Agreement such as landscape, maintenance, legal, financial planning, home maintenance and rental of medical equipment. Member shall be responsible for paying any charges for such additional services directly to the third party vendor selected.

M. Limitation of Provider Payment for Non-Institutional Health Care Services. Provider may limit payment for Home Site Services (skilled home health care, homemaker, companion, emergency response system, meals and adult day care) if the cost of such Home Site Services for any thirty (30) day period exceeds the cost based on standard published rates for care in the Community's Nursing Home Facility. Member may either transfer to a Plan Participating Facility or pay the difference between the cost of Home Site Services and the cost based on standard published rates for care in the Community's Nursing Home Facility.

III. FEES, TERMS AND CONDITIONS

A. Membership Fee. Member agrees to pay the Provider a nontransferable, non-interest bearing Membership Fee of $________________________ upon signing this Agreement as a condition of becoming a Member participant in the CCAH Program. The Membership Fee is a one-time fee and shall not be increased or changed during the duration of this Agreement. This Membership Fee is in payment for the ___________________________ **PLAN**.

B. Monthly Service Fee. In addition to the Membership Fee, Member agrees to pay a Monthly Service Fee for the term of this Agreement which shall be payable in advance by the 1st day of each month. As of the date of this Agreement, the Monthly Service Fee associated with the __________________________________ **PLAN** will be $_______________ per month. Provider may adjust the Monthly Service Fee during the term of this Agreement as described in Section III. Subsection C. below.

C. Adjustments in the Monthly Service Fee. Provider charges a Monthly Service Fee in order to provide the programs and services described in this Agreement and to cover the costs of debt service, insurance, maintenance, depreciation, administration, staffing and other expenses associated with the operation and management of the CCAH Program. Provider shall have the authority to adjust the Monthly Service Fee from time to time during the term of this Agreement as Provider deems necessary in order to reflect changes in costs of providing the facilities, programs and services described herein consistent with operating on a sound financial basis and maintaining the quality of services. The Provider will make any such increases in the Monthly Service Fee or other charges upon sixty (60) days prior written notice to Member.

D. Additional Service Fees. Provider may charge additional service fees to cover costs of programs and services that are not included in the Monthly Service Fee, as approved or requested by Member.

E. Monthly Statements. Provider will furnish Member with monthly statements for payment of the Monthly Service Fee and Additional Service Fees owed by Member. Member shall pay all fees reflected on the monthly statement by the 10th day of the month. Provider may charge interest at a rate of One and One-half Percent (1.5%) per month on any unpaid balance owed by Member thirty (30) days after the monthly statement is furnished. In the event Member does not make payment on a timely basis, Member agrees to pay all costs and attorney fees, if any, in the collection of such indebtedness.

F. Care in Other Facilities. Should Member need a level of care beyond that which the Community is licensed to provide (i.e., Acute Care or Psychiatric Hospital, etc.) or beyond Services covered under this Agreement and Member requires transfer to another facility, all expenses that will result from such transfer and care shall be borne entirely by Member.

G. Care in Other Assisted Living or Nursing Home Facilities. Should Member be transferred to an Assisted Living Facility, or transferred to another Nursing Home Facility because an appropriate bed is not available in the Community's Nursing Home Facility, Member will continue to pay the Monthly Service Fee. Provider will be responsible for charges incurred at the other facility for the level of services defined within this Agreement.

H. Third Party Reimbursement. The Provider reserves the right to bill Medicare and other third party payers such as insurance and long-term care insurance companies. Member shall be responsible for all fees and charges incurred while this Agreement remains in force and Member will pay any disputed or denied claims within ninety (90) days.

I. New Spouse/Partner. In the event Member is or becomes single and then desires to get married or have a partner live with Member at the Home Site, Member may do so.

However, that additional person will not be subject to nor receive any benefits of this Agreement. The additional potential Member must meet both of the following conditions:

1. The additional potential Member qualifies under the same conditions as the initial Member under this Agreement and

2. The additional potential Member agrees to pay the Membership Fee and the Monthly Service Fee then in effect and to execute a separate Member Agreement.

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

K. Illness or Accident While Traveling. If Member is involved in an accident or suffers an illness while traveling or while living at a temporary or second residence outside the Designated Service Area, Member shall make every reasonable effort to notify Provider as soon as possible. If continued medical care is required, Member shall arrange to return to Home Site or, if applicable, to a Plan Participating Facility as soon as reasonably possible. Provider will have no responsibility for costs resulting from such accident or illness until Member returns to Home Site or to a Plan Participating Facility and Provider or a Plan Participating Facility becomes responsible for Member's care.

L. Financial Hardship. As a not-for-profit organization, the Provider has established a policy whereby it will not terminate membership in the CCAH Program solely by reason of a Member's inability to pay the total Monthly Fee. When a Member establishes facts to justify the need for financial assistance as determined by Provider in its sole discretion, the Provider will advance funds to help the Member pay his/her Monthly Fee. Such advances, plus interest at 1% above the prime rate computed monthly noted on the first day of each month in the Wall Street Journal, shall be charged against the refundable portion, if any, of the Membership Fee. If such advances exceed the refundable portion, if any, of the Membership Fee, Provider may waive some or all of the Member's Monthly Fee if Member has not intentionally depleted assets needed to pay his/her Monthly Fee.

IV. AGREEMENT REQUIREMENTS AND PROCEDURES

Member is qualified for services under this Agreement upon satisfaction of the following provisions:

A. Condition of Membership in CCAH Program. The CCAH Program is available to persons who are 62 years of age or older and who meet all eligibility requirements established by Provider. Through the application process, Member submitted a Confidential Data Application and Personal Health History, as well as other information required by Provider, participated in one or more interviews with Provider and arranged for Member's physician to furnish a physical examination report to Provider. As a condition of membership in the CCAH Program, Member must continue to meet all eligibility requirements established by Provider, including but not limited to financial qualifications and qualifications to ensure that Provider can accommodate Member's health needs through the CCAH Program. Member agrees to provide such additional information that Provider may require from time to time to supplement the Confidential Data Application, Personal Health History and other information provided in the application.

B. Representations. Member's application, including the Confidential Data Application and Personal Health History, is incorporated by reference into this Agreement. Member affirms that the representations made in the application, including the Confidential Data Application and Personal Health History, are true and correct as of the date made and that there have been no material changes in the information provided since such date. Member understands that any material misstatements or omissions may result in termination of this Agreement.

C. Medical Insurance. Member shall procure and maintain in force, at Member's own expense,maximum coverage available to Member under any applicable program of Federal Social Security, commonly known as Medicare A and B (basic and supplemental coverage), if eligible, or under similar programs as may be offered in the future and at least one Medicare supplemental health insurance commonly called ("MediGap") policy satisfactory to Provider. If Member is not eligible for Medicare A and B, Member will be required to obtain a health insurance policy equivalent to Medicare (both A and B) and at least one other Medicare supplementary health insurance (commonly called "MediGap") policy, both satisfactory to the Provider. Member must also procure and maintain maximum coverage under Medicare Part D. If Member is not eligible to participate in Medicare Part D, Member agrees to maintain a health insurance policy that provides creditable prescription drug coverage. If Member fails or neglects to arrange for such medical insurance coverage, Provider, in Provider's sole discretion, may terminate this Agreement. Alternatively, Provider may, in Provider's sole discretion, make application on Member's behalf, pay Member's premium for the insurance and bill the costs to Member on the Monthly Service Fee statement. Member is responsible for procuring as well as maintaining such medical insurance coverage and Provider, while authorized to do so, shall have no obligation to do so. Should Member incur a medical expense during a period of time for which such medical insurance was required by Provider but was not procured and/or maintained either by Member or by Provider, Member shall be responsible for any portion of such expense that would have been covered had such a medical insurance policy been procured and maintained. All changes in information regarding Member's insurance coverage whether adding or canceling a policy, must be submitted in writing to Provider within ten (10) calendar days.

D. Transfer of Property. Member agrees not to make any gift or other transfer of assets for less than adequate consideration if such gift or other transfer is made for the purpose of avoiding Member's obligations under this Agreement, or if such gift or transfer would render Member unable to meet Member's financial obligations under this Agreement.

V. TRANSFERS OR CHANGES IN LEVELS OF CARE

A. Transfer to Assisted Living or Nursing Home Facility. Member agrees that Provider shall have authority to determine that Member should be transferred from the Home Site to an Assisted Living or Nursing Home Facility or from one level of care to another level of care within Provider healthcare system. Such determination shall be based on the Care Coordination Team's assessment, based on its professional judgment, to determine the appropriate level of care for Member. Any decision to transfer Member or change levels of care for Member shall be made only after consultation, to the extent practicable under the circumstances at that time, with Member or, in the case of incapacity, Member's Designated Representative; a representative of Member's family; and Member's attending physician.

B. Transfer to Hospital or Other Facility. Once Member moves to an Assisted Living or Nursing Home Facility under this Agreement, if Provider determines that Member needs care beyond that which Provider can provide, Provider may transfer Member to a hospital or other facility equipped to provide such care, and Member shall be responsible for the cost of any care or services provided by the hospital or other facility. Such transfer of Member will be made only after consultation, to the extent practicable under the circumstances at the time, with Member or, in the case of incapacity, Member's Designated Representative; or a representative of Member's family; and Member's attending physician.

C. Decisions Involving Permanent Transfer from Living Accommodation. All decisions involving permanent transfer from Member's current living accommodation (including Home Site, Assisted Living Facility, Nursing Home Facility or hospital/other facility), to another accommodation will be made by the Care Coordination Team in consultation with Member or, in case of incapacity, with Member's Designated Representative. If Provider determines that any transfer is permanent, Member may dispose (or keep) his/her Home Site as Member sees fit; however, all services provided for under this Agreement pertaining to such Home Site will terminate unless separate arrangements are made between the parties.

VI. TERMINATION AND REFUND PROVISIONS

A. Member's Termination of Agreement During Thirty (30) Day Rescission Period. Member shall have the right to rescind this Agreement within thirty (30) days of the Effective Date ("Rescission Period"). If Member wishes to terminate this Agreement within the Rescission Period, Member must notify Provider in writing by Registered or Certified Mail within such Rescission Period of Member's decision to rescind the Agreement. In the event of such rescission, Provider shall refund all money transferred by Member to Provider less the Application Fee within thirty (30) days of receipt by Provider of the notice of termination. Member or Member's Designated Representative, must sign a receipt supplied by Provider, releasing Provider from any and all further obligations before a refund can be issued.

B. Member's Voluntary Termination After Effective Date. At any time after the Rescission Period, Member may terminate this Agreement for any reason by giving the Provider at least thirty (30) days prior written notice of such termination. If a refund is due to Member, Provider will make the refund in accordance with Subsections E and F of this Section.

C. Termination Upon Member's Death After Commencement of CCAH Program Services. In the event that Member dies at any time after commencement of CCAH Program Services, this Agreement shall terminate automatically; and any Refund due consistent with Subsections E and F below, shall be payable to the Member's Estate.

D. Termination by the Provider. Provider may terminate this Agreement at any time for any cause that Provider, in its discretion, deems good and sufficient. Good or sufficient cause shall include, but is not limited to the following: (1) there has been a material misrepresentation or omission made by Member in Member's Confidential Data Application or Personal Health History forms; (2) Member fails to make payment to Provider of any fees or charges due to Provider within sixty (60) days of the date when due; (3) Member permanently relocates outside the Designated Service Area or enters a continuing care retirement community at the residential level; or (4) Member breaches any of the terms and conditions of this Agreement. If a refund is due to Member following such termination, Provider will make the refund in accordance with subsection E and F, of this Section.

E. Refund. If this Agreement is terminated under Section VI, Subsection B, C or D above, during the first forty-eight (48) months following the Effective Date, Provider will pay Member a refund, less an administration fee equal to four percent (4%) of the Membership Fee and less two percent (2%) of the Membership Fee for each month (full or partial without prorating) of Membership. If, however, the Member has transferred into Assisted Living or a Nursing Home Facility, the Refund will be reduced by four percent (4%) per month. If either party terminates this Agreement after forty-eight (48) months following the Effective Date, Member will not be entitled to any refund of the Membership Fee.

F. Right of Set-Off; Other Rights. Provider will have the right to set-off against any refund payable to Member or Member's Estate under Section VI, Subsection E above, any accrued Monthly Service Fees that may have been deferred, any fees or amounts payable to Provider under this Agreement and under any other Agreement between Member and Provider or any affiliate of Provider and any costs or expenses that might be due, payable or incurred by Member due to Member's violation of this Agreement.

VII. GENERAL

A. Assignment. The rights and privileges of Member under this Agreement to the facilities, services and programs of Provider are personal to Member and may not be transferred or assigned by Member. Provider reserves the right to assign this Agreement in the event of a corporate reorganization, sale or other event requiring assignment.

B. Provider's Rights of Management. The absolute rights of management are reserved by Provider, its Board of Directors and its Directors and Officers. Provider reserves the right to accept or reject any person for Membership. Members do not have the right to determine admissions or terms of admission of any other Member.

C. Entire Agreement. This Agreement, including all exhibits, constitutes the entire Agreement between Provider and Member. Provider shall not be liable for or bound in any manner by any statements, representations or promises made by any person representing or assuming to represent Provider, unless such statements, representations or promises are set forth in this Agreement. Any modification or amendment to this Agreement must be in writing and signed by Provider and Member.

D. Successors and Assigns. This Agreement shall bind and inure to the benefit of Member's heirs, executors and administrators only in accordance with its terms.

E. Right of Entry. Member authorizes employees and agents of Provider to enter the Home Site for the purpose of providing services, inspection and in the event of perceived medical or other emergency.

F. Subordination. Member will not be liable for any indebtedness of Provider. Member agrees, however; that, except as provided under applicable law, Member's rights under this Agreement are subordinate and inferior to all bond indentures, mortgages or other documents creating liens encumbering real or personal property of Provider.

G. Right to Confidentiality. Except as may be required by law or by the order of court, Provider will hold all medical records and other information concerning Member's health condition confidential and will not disclose such information or records except for purposes of treatment, payment or Provider's health care operations. Member agrees that Provider may provide protected health information to health care professionals, third-party payers and others that have a need, in Provider's judgment, or right to know such information under applicable federal or state laws. In addition, Provider will hold

Member's Confidential Financial Statement and associated materials confidential. This right to confidentiality shall continue in effect upon termination of this Agreement.

H. Rules Adopted by Provider. Provider reserves the right to adopt or amend policies, procedures and rules regarding membership consistent with the provisions of this Agreement, and Member agrees to observe such policies, procedures and rules.

I. Required Notice of Relocation from Home Site. Member shall not relocate from the Home Site without notifying Provider in writing. Provider has the right to do a functional Home Site Inspection. Member understands that Provider has the right to terminate the Agreement upon Member's relocation outside the Designated Service Area.

J. Power of Attorney and Designation of Health Care Representative. Member agrees to execute and maintain in effect a Durable Power of Attorney and Designation of Health Care Representative valid under Connecticut law. This Power of Attorney shall designate as Member's attorney-in-fact, a bank, lawyer, relative, or other responsible person or persons of Member's choice, to act for Member in managing Member's financial affairs, and filing for insurance and other benefits as fully and completely as Member would if acting personally. The Designation of Health Care Representative shall designate a family member or other representative to serve as Member's Designated Representative to make health care decisions on Member's behalf in the event of incapacity. The Durable Power of Attorney and Designation of Health Care Representative each shall be in a form that survives Member's incapacity or disability, and be otherwise satisfactory to Provider.

K. Governing Laws. The laws of the State of Connecticut shall govern this Agreement.

L. Partial Illegality. The invalidity of any restriction, condition or other provision of this Agreement or any part of the same, shall not impair or affect in any way the validity or enforceability of or otherwise affect the rest of this Agreement, and the Agreement shall be valid and enforced to the fullest extent permitted by law.

M. Appeal Process. For purposes of this subsection, absent unusual circumstances, "prompt" or "promptly" shall mean no more than seven (7) days from the date Member or Provider is informed in writing of the decision related to appeal.

1. MEMBER'S RIGHT TO APPEAL
Member has the right to appeal decisions in connection with Section II, Accommodations and Services and Section V, Transfers or Changes in Levels of Care.

2. WHO MAY APPEAL
Member or Member's Designated Representative has the right to appeal. The family of a Member may advocate for or may encourage Member to appeal, but cannot themselves appeal, except in the case where the family member has been appointed Member's Designated Representative and Member is deemed

incapacitated. The Care Coordinator may act as an advocate for Member or may facilitate the appeal, but cannot appeal him/herself.

3. APPEAL PROCESS - LEVEL I
   a. Care Coordinator shall record all requests for appeal.

   b. Member shall promptly initiate appeal procedures by (1) telephoning Member's Care Coordinator; or (2) informing Provider, in writing, of his/her desire to appeal.

   c. Director of Care Coordination shall perform a prompt, independent review of the case, and shall notify Member of review decision promptly thereafter.

4. APPEAL PROCESS - LEVEL II
   If Member promptly notifies Provider in writing of desire to appeal to the next level, the case will be reviewed promptly by the Care Coordination Team. The Director of Care Coordination shall notify Member of review decision promptly thereafter.

5. APPEAL PROCESS - LEVEL III
   If Member promptly notifies Provider, in writing, of Member's desire to appeal to the next level, the case will be reviewed promptly by the Appeal Committee, consisting of the Medical Director, President & CEO, Clinical Representative, and a representative designated by Member. The Director of Care Coordination shall notify Member of review decision promptly thereafter.

6. NO FURTHER APPEAL
   Member shall have no right to appeal a Level III decision.

N. Arbitration. Any dispute, claim or controversy of any kind between the parties, arising out of, or in connection with, this Agreement or any amendment thereto, or the breach hereof, shall be submitted to and determined by arbitration in Fairfield, Connecticut in accordance with the commercial arbitration rules of the American Arbitration Association. Both parties shall be bound be the decision of the arbitrator, and judgment upon such disposition may be entered in any state or federal court having jurisdiction over the matter unless the arbitration is fraudulent or so grossly erroneous as to necessarily imply bad faith. If the parties are unable to agree in good faith and within a reasonable time on the selection of an arbitrator, either party may request appointment of an arbitrator by the American Arbitration Association. The parties shall make a reasonable attempt to select an arbitrator with experience in retirement communities, long-term care or health care operations generally. Costs of arbitration shall be shared by both parties equally.

O. Statement of Nondiscrimination. Provider complies with all applicable federal and state laws that prohibit discrimination based on race, color, sex, religious beliefs, national origin, sexual orientation, veteran's status, and other protected classes of persons.

P. Member acknowledges receipt of a *Disclosure Statement* not more than sixty (60) nor less than ten (10) days before signing this Agreement.

Member has read and understood the *Disclosure Statement*, including this Agreement. Member acknowledges having read these documents and having had the opportunity to review them with an attorney, financial advisor or other representative of Member's choice.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above written.

WITNESS: **JEWISH SENIOR SERVICES**

_______________________________ By: _______________________________

President & CEO or Authorized Representative

Print Name:____________________

WITNESS: **MEMBER**

_______________________________ _______________________________

Print Name:____________________ Print Name:____________________

____

Current Address: Street

____

City, State, Zip Code

____

Telephone Number

EXHIBIT II

PLAN OPTIONS AND MEMBERSHIP/MONTHLY FEES

(Effective through ~~March~~ April 31, 2017)

PLAN OPTIONS

TYPE OF SERVICE	ALL INCLUSIVE	SECURITY	CO-PAY
Care Coordination	100%	100%	100%
Health Support Services			
Home Health Aide	100%	85%	50%
Companion/Homemaker	100%	85%	50%
Live In Companion	100%	85%	50%
Adult Day Care	100%	85%	50%
Delivered Meals	100%	100%	100%
Emergency Response System	100%	100%	100%
Home Inspections	100%	100%	100%
Transportation	100%	100%	100%
Residential Healthcare or Assisted Living Care	100%	70%	50%
Nursing Home Care	100%	70%	50%

All Inclusive				
Age	Single Membership Fee	Single Monthly Fee	Couple Membership Fee	Couple Monthly Fee**
62	$ 37,230	$ 500	$ 35,700	$ 485
63	$ 38,460	$ 500	$ 36,868	$ 485
64	$ 39,689	$ 500	$ 38,035	$ 485
65	$ 40,918	$ 500	$ 39,204	$ 485
66	$ 41,896	$ 500	$ 40,132	$ 485
67	$ 42,875	$ 500	$ 41,062	$ 485
68	$ 43,853	$ 500	$ 41,991	$ 485
69	$ 44,831	$ 500	$ 42,920	$ 485
70	$ 45,754	$ 500	$ 43,849	$ 485
71	$ 46,608	$ 500	$ 44,608	$ 485
72	$ 47,408	$ 500	$ 45,368	$ 485
73	$ 48,208	$ 500	$ 46,127	$ 485
74	$ 49,007	$ 500	$ 46,887	$ 485
75	$ 49,807	$ 500	$ 47,647	$ 485
76	$ 50,540	$ 500	$ 48,344	$ 485
77	$ 51,273	$ 500	$ 49,040	$ 485
78	$ 52,007	$ 500	$ 49,737	$ 485
79	$ 52,740	$ 500	$ 50,434	$ 485
80	$ 53,473	$ 500	$ 51,131	$ 485
81	$ 54,456	$ 500	$ 52,063	$ 485
82	$ 55,438	$ 500	$ 52,997	$ 485
83	$ 56,420	$ 500	$ 53,930	$ 485
84	$ 57,403	$ 500	$ 54,863	$ 485
85	$ 58,385	$ 500	$ 55,796	$ 485
86	$ 59,768	$ 500	$ 57,111	$ 485
87	$ 61,151	$ 500	$ 58,425	$ 485
88	$ 62,534	$ 500	$ 59,738	$ 485
89	$ 63,917	$ 500	$ 61,052	$ 485
90	$ 65,301	$ 500	$ 62,366	$ 485
91	$ 66,506	$ 500	$ 63,511	$ 485
92	$ 67,710	$ 500	$ 64,656	$ 485
93	$ 68,915	$ 500	$ 65,801	$ 485
94	$ 70,120	$ 500	$ 66,945	$ 485
95	$ 71,325	$ 500	$ 68,089	$ 485

Updated 10/1/2015

Age		Single Membership Fee		Single Monthly Fee		Couple Membership Fee**		Couple Monthly Fee**
				Security				
62	$	28,826	$	440	$	27,716	$	427
63	$	29,765	$	440	$	28,608	$	427
64	$	30,704	$	440	$	29,500	$	427
65	$	31,642	$	440	$	30,390	$	427
66	$	32,394	$	440	$	31,105	$	427
67	$	33,146	$	440	$	31,819	$	427
68	$	33,897	$	440	$	32,534	$	427
69	$	34,649	$	440	$	33,248	$	427
70	$	35,401	$	440	$	33,961	$	427
71	$	36,019	$	440	$	34,549	$	427
72	$	36,636	$	440	$	35,136	$	427
73	$	37,255	$	440	$	35,722	$	427
74	$	37,872	$	440	$	36,309	$	427
75	$	38,489	$	440	$	36,896	$	427
76	$	39,054	$	440	$	37,431	$	427
77	$	39,617	$	440	$	37,967	$	427
78	$	40,181	$	440	$	38,503	$	427
79	$	40,745	$	440	$	39,038	$	427
80	$	41,308	$	440	$	39,573	$	427
81	$	42,052	$	440	$	40,280	$	427
82	$	42,796	$	440	$	40,987	$	427
83	$	43,539	$	440	$	41,692	$	427
84	$	44,282	$	440	$	42,399	$	427
85	$	45,026	$	440	$	43,106	$	427
86	$	46,060	$	440	$	44,088	$	427
87	$	47,094	$	440	$	45,070	$	427
88	$	48,127	$	440	$	46,053	$	427
89	$	49,162	$	440	$	47,035	$	427
90	$	50,196	$	440	$	48,017	$	427
91	$	51,093	$	440	$	48,869	$	427
92	$	51,991	$	440	$	49,722	$	427
93	$	52,888	$	440	$	50,574	$	427
94	$	53,785	$	440	$	51,426	$	427
95	$	54,683	$	440	$	52,279	$	427

Updated 10/1/2015

	Co-Pay			
Age	Single Membership Fee	Single Monthly Fee	Couple Membership Fee**	Couple Monthly Fee**
62	$ 21,411	$ 375	$ 20,671	$ 364
63	$ 22,036	$ 375	$ 21,265	$ 364
64	$ 22,661	$ 375	$ 21,859	$ 364
65	$ 23,286	$ 375	$ 22,452	$ 364
66	$ 23,788	$ 375	$ 22,929	$ 364
67	$ 24,288	$ 375	$ 23,404	$ 364
68	$ 24,789	$ 375	$ 23,880	$ 364
69	$ 25,289	$ 375	$ 24,355	$ 364
70	$ 25,790	$ 375	$ 24,832	$ 364
71	$ 26,200	$ 375	$ 25,221	$ 364
72	$ 26,610	$ 375	$ 25,611	$ 364
73	$ 27,021	$ 375	$ 26,000	$ 364
74	$ 27,431	$ 375	$ 26,391	$ 364
75	$ 27,841	$ 375	$ 26,780	$ 364
76	$ 28,211	$ 375	$ 27,130	$ 364
77	$ 28,580	$ 375	$ 27,482	$ 364
78	$ 28,949	$ 375	$ 27,833	$ 364
79	$ 29,319	$ 375	$ 28,184	$ 364
80	$ 29,689	$ 375	$ 28,535	$ 364
81	$ 30,172	$ 375	$ 28,995	$ 364
82	$ 30,655	$ 375	$ 29,453	$ 364
83	$ 31,139	$ 375	$ 29,913	$ 364
84	$ 31,622	$ 375	$ 30,372	$ 364
85	$ 32,106	$ 375	$ 30,831	$ 364
86	$ 32,589	$ 375	$ 31,290	$ 364
87	$ 33,073	$ 375	$ 31,750	$ 364
88	$ 33,556	$ 375	$ 32,208	$ 364
89	$ 34,040	$ 375	$ 32,668	$ 364
90	$ 35,449	$ 375	$ 34,007	$ 364
91	$ 35,932	$ 375	$ 34,465	$ 364
92	$ 36,414	$ 375	$ 34,925	$ 364
93	$ 36,898	$ 375	$ 35,385	$ 364
94	$ 37,381	$ 375	$ 35,843	$ 364
95	$ 38,336	$ 375	$ 36,750	$ 364

Updated 10/1/2015

EXHIBIT III

CCAH PROGRAM PROJECTED INCOME STATEMENTS

Senior Choice at Home
Projected Income Statement

Jewish Senior Services
Senior Choice at Home

FISCAL YEAR	2016	2017	2018	2019	2020
Revenue: (in thousands)					
Earned Membership Fees	$214	$268	$322	$376	$430
Monthly Fees	431	540	649	758	867
Other Revenue - Application Fees	10	10	10	10	10
Total Revenues	$655	$550	$659	$768	$877
Expenses: (in thousands)					
Salaries & Benefits	$200	$254	$259	$264	$320
Benefits	60	76	78	79	96
Marketing	30	32	33	35	36
General & Administrative	149	156	164	172	181
Medical Transportation	1	1	2	3	4
Assisted Living	0	4	5	8	11
Companion Services	100	101	102	103	104
Total Expenses	$540	$624	$643	$665	$752
Net Income	$115	($74)	$16	$103	$125
Margin	17.6%	-13.4%	2.5%	13.4%	14.3%

8.1% Avg Margin

EXHIBIT IV

THE JEWISH HOME FINANCIAL STATEMENTS

JEWISH HOME FOR THE ELDERLY
OF FAIRFIELD COUNTY, INC.
D/B/A JEWISH SENIOR SERVICES

FINANCIAL STATEMENTS

SEPTEMBER 30, 2015 AND 2014

JEWISH HOME FOR THE ELDERLY OF FAIRFIELD COUNTY, INC.
D/B/A JEWISH SENIOR SERVICES

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Independent Auditors' Report

To the Board of Directors
Jewish Home for the Elderly of Fairfield County, Inc.
d/b/a Jewish Senior Services
Fairfield, Connecticut

We have audited the accompanying financial statements of Jewish Home for the Elderly of Fairfield County, Inc. d/b/a Jewish Senior Services, which comprise the statements of financial position as of September 30, 2015 and 2014, and the related statements of activities and changes in net assets 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 audit to obtain reasonable assurance about whether the financial statements are free from 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 auditors consider 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.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Jewish Home for the Elderly of Fairfield County, Inc. d/b/a Jewish Senior Services as of September 30, 2015 and 2014, 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.

Changes in Accounting Principle

As discussed in Note 2, during the year ended September 30, 2015, Jewish Home for the Elderly of Fairfield County, Inc. d/b/a Jewish Senior Services elected early adoption of Accounting Standards Update No. 2015-03, *Interest - Imputation of Interest*, and Accounting Standards Update No. 2015-07, *Disclosures for Investments in Certain Entities that Calculate Net Asset Value per Share (or Its Equivalent)*. The amendments require retrospective application. As a result, certain amounts related to debt issuance costs have been reclassified as of and for the year ended September 30, 2014. Our opinion is not modified with respect to this matter.

Blum, Shapiro & Company, P.C.

West Hartford, Connecticut
January 21, 2016

JEWISH HOME FOR THE ELDERLY OF FAIRFIELD COUNTY, INC.
D/B/A JEWISH SENIOR SERVICES

STATEMENTS OF FINANCIAL POSITION
SEPTEMBER 30, 2015 AND 2014

	2015	2014
ASSETS		
Current Assets		
Cash and cash equivalents (Note 2)	$ 6,431,136	$ 2,589,919
Accounts receivable, net (Notes 2, 11)	4,022,284	5,492,515
Current portion of contributions receivable, net (Notes 2, 5)	2,581,435	-
Prepaid expenses and other assets	172,960	148,698
Due from JHE Foundation, Inc. (Note 16)	-	47,971
Agency assets - residents' trust funds (Note 2)	177,706	169,153
Total current assets	13,385,521	8,448,256
Property and Equipment		
Land	1,131,517	1,131,517
Buildings and improvements	29,258,320	29,244,856
Equipment	8,804,485	8,761,271
Computers and software	1,897,135	1,803,999
Vehicles	358,817	358,817
Construction in process	59,809,562	17,219,340
	101,259,836	58,519,800
Less accumulated depreciation	33,509,074	32,179,163
Property and equipment, net	67,750,762	26,340,637
Other Assets		
Investments	15,819,063	-
Contributions receivable, net (Notes 2, 5)	1,632,146	-
Bond proceeds held in escrow	21,720,511	58,449,816
Charitable remainder trust	268,090	-
Beneficial interest in net assets of JHE Foundation, Inc. and auxiliary organizations (Note 15)	-	18,768,611
Total other assets	39,439,810	77,218,427
Total Assets	$ 120,576,093	$ 112,007,320

The accompanying notes are an integral part of the financial statements

JEWISH HOME FOR THE ELDERLY OF FAIRFIELD COUNTY, INC.
D/B/A JEWISH SENIOR SERVICES

STATEMENTS OF FINANCIAL POSITION (CONTINUED)
SEPTEMBER 30, 2015 AND 2014

	2015	2014
LIABILITIES AND NET ASSETS		
Current Liabilities		
Accounts payable	$ 1,746,832	$ 1,368,633
Accrued taxes, expenses and other liabilities	2,970,301	2,820,496
Line of credit (Note 7)	1,600,000	-
Current portion of deferred compensation obligation (Note 6)	84,309	84,309
Deferred revenue (Note 2)	274,610	354,699
Deposit for sale of property (Note 2)	4,500,000	-
Current portion of notes payable (Note 7)	3,439,494	1,585,434
Current portion of bonds payable, net (Note 8)	593,333	-
Agency liabilities - funds held for residents (Note 2)	177,706	169,153
Total current liabilities	15,386,585	6,382,724
Other Liabilities		
Notes payable (Note 7)	1,504,767	1,957,967
Bonds payable, net (Note 8)	60,412,611	60,963,794
Liability under split-interest agreements	206,909	-
Deferred revenue (Note 2)	2,178,930	1,682,342
Deferred compensation obligation (Note 6)	124,078	159,837
Accrued pension cost (Note 10)	2,476,757	2,728,915
Total other liabilities	66,904,052	67,492,855
Total liabilities	82,290,637	73,875,579
Net Assets		
Unrestricted	12,086,053	12,842,462
Temporarily restricted (Note 12)	15,629,670	14,670,456
Permanently restricted (Note 13)	10,569,733	10,618,823
Total net assets	38,285,456	38,131,741
Total Liabilities and Net Assets	$ 120,576,093	$ 112,007,320

The accompanying notes are an integral part of the financial statements

JEWISH HOME FOR THE ELDERLY OF FAIRFIELD COUNTY, INC.
D/B/A JEWISH SENIOR SERVICES

STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEARS ENDED SEPTEMBER 30, 2015 AND 2014

	2015			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Revenues and Other Support				
Resident care and services (Note 2)	$ 40,841,687	$ -	$ -	$ 40,841,687
Community services (Note 2)	7,033,655	-	-	7,033,655
Other income	1,461,722	-	-	1,461,722
Recoveries of bad debts	95,722	-	-	95,722
Net assets released from restrictions	477,344	(477,344)	-	-
Total revenues and other support	49,910,130	(477,344)	-	49,432,786
Expenses				
Salaries and benefits	36,615,585	-	-	36,615,585
Food, medical supplies and other resident services	5,315,296	-	-	5,315,296
Other administrative	5,024,557	-	-	5,024,557
Occupancy and insurance	2,239,417	-	-	2,239,417
Depreciation and amortization	1,315,773	-	-	1,315,773
Interest	211,872	-	-	211,872
Total expenses	50,722,500	-	-	50,722,500
Operating Loss	(812,370)	(477,344)	-	(1,289,714)
Nonoperating Income (Expense)				
Contributions	124,716	794,479	9,981	929,176
Contributions from JHE Foundation, Inc. and auxiliary organizations	274,220	-	-	274,220
Community contributions (Federations)	26,400	-	-	26,400
Change in liability under split-interest agreements	22,059	-	-	22,059
Net realized and unrealized losses on investments	(254,529)	(413,690)	(48,688)	(716,907)
Investment income, net	34,424	55,897	6,578	96,899
Change in pension liability (Note 10)	13,123	-	-	13,123
Decrease in beneficial interest of net assets of JHE Foundation, Inc. and auxiliary organizations (Note 15)	(2,219,103)	(5,930,685)	(10,618,823)	(18,768,611)
Excess of fair value of net assets acquired over liabilities assumed in acquisition of JHE Foundation, Inc. (Note 3)	2,034,651	6,930,557	10,601,862	19,567,070
Net nonoperating income (expense)	55,961	1,436,558	(49,090)	1,443,429
Change in Net Assets	(756,409)	959,214	(49,090)	153,715
Net Assets - Beginning of Year	12,842,462	14,670,456	10,618,823	38,131,741
Net Assets - End of Year	$ 12,086,053	$ 15,629,670	$ 10,569,733	$ 38,285,456

The accompanying notes are an integral part of the financial statements

STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)
FOR THE YEARS ENDED SEPTEMBER 30, 2015 AND 2014

	2014			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Revenues and Other Support				
Resident care and services (Note 2)	$ 41,481,301	$ -	$ -	$ 41,481,301
Community services (Note 2)	8,095,030	-	-	8,095,030
Other income	1,591,444	-	-	1,591,444
Provision for bad debts	(451,462)	-	-	(451,462)
Total revenues and other support	50,716,313	-	-	50,716,313
Expenses				
Salaries and benefits	36,153,059	-	-	36,153,059
Food, medical supplies and other resident services	5,351,642	-	-	5,351,642
Other administrative	4,960,172	-	-	4,960,172
Occupancy and insurance	2,306,016	-	-	2,306,016
Depreciation and amortization	1,423,929	-	-	1,423,929
Interest	170,120	-	-	170,120
Total expenses	50,364,938	-	-	50,364,938
Operating Income	351,375	-	-	351,375
Nonoperating Income (Expense)				
Contributions from JHE Foundation, Inc. and auxiliary organizations	197,229	8,739,771	-	8,937,000
Community contributions (Federations)	47,200	-	-	47,200
Investment income, net	2,925	-	-	2,925
Change in pension liability (Note 9)	(750,105)	-	-	(750,105)
Decrease in beneficial interest of net assets of JHE Foundation, Inc. and auxiliary organizations (Note 11)	(973,884)	(942,580)	(2,454,972)	(4,371,436)
Net nonoperating income (expense)	(1,476,635)	7,797,191	(2,454,972)	3,865,584
Change in Net Assets	(1,125,260)	7,797,191	(2,454,972)	4,216,959
Net Assets - Beginning of Year	13,967,722	6,873,265	13,073,795	33,914,782
Net Assets - End of Year	$ 12,842,462	$ 14,670,456	$ 10,618,823	$ 38,131,741

The accompanying notes are an integral part of the financial statements

JEWISH HOME FOR THE ELDERLY OF FAIRFIELD COUNTY, INC.
D/B/A JEWISH SENIOR SERVICES

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2015 AND 2014

	2015	2014
Cash Flows from Operating Activities		
Change in net assets	$ 153,715	$ 4,216,959
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Excess of fair value of net assets acquired over liabilities assumed in acquisition of JHE Foundation, Inc.	(19,567,070)	-
Depreciation and amortization	1,315,773	1,423,929
Bad debt expense (recoveries)	(95,722)	451,462
Interest for debt issuance costs	42,150	17,563
Net realized and unrealized losses on investments	(716,907)	-
Contributions restricted for long-term investment purposes	(10,036)	-
Contributions restricted for capital purposes	(708,719)	(8,739,771)
Decrease in beneficial interest in net assets of JHE Foundation, Inc. and auxiliary organizations	18,768,611	4,371,436
(Increase) decrease in operating assets:		
Accounts receivable	1,565,953	(839,755)
Contributions receivable	(46,148)	-
Prepaid expenses and other assets	79,275	(40,702)
Agency assets - residents' trust funds	(8,553)	34,431
Cash value - life insurance and annuities	-	745,005
Increase (decrease) in operating liabilities:		
Accounts payable	378,199	(566,912)
Accrued taxes, expenses and other liabilities	132,648	(19,451)
Accrued pension cost	(252,158)	700,855
Agency liabilities - funds held for residents	8,553	(34,431)
Liability under split-interest agreements	(41,378)	-
Deferred revenue	416,499	827,781
Deposit for sale of property	4,500,000	-
Deferred compensation obligation	(35,759)	(84,309)
Net cash provided by operating activities	5,878,926	2,464,090
Cash Flows from Investing Activities		
Cash acquired in acquisition of JHE Foundation, Inc.	263,696	-
Cash outlays for property and equipment	(5,996,593)	(14,229,225)
Purchases of investments and reinvested income	(4,744,947)	-
Proceeds from sale of investments	6,469,711	-
Net cash used in investing activities	(4,008,133)	(14,229,225)
Cash Flows from Financing Activities		
Proceeds from notes payable	2,000,000	-
Principal payments on notes payable and line of credit	(599,140)	(459,430)
Proceeds from bonds payable	-	3,550,184
Payments for debt issuance costs	-	(1,053,769)
Proceeds from contributions restricted for long-term investment purposes	10,036	-
Proceeds from contributions restricted for capital purposes	582,005	8,739,771
(Increase) decrease in JHE Foundation, Inc. receivable, net	(22,477)	201,655
Net cash provided by financing activities	1,970,424	10,978,411
Net Increase (Decrease) in Cash and Cash Equivalents	3,841,217	(786,724)
Cash and Cash Equivalents - Beginning of Year	2,589,919	3,376,643
Cash and Cash Equivalents - End of Year	$ 6,431,136	$ 2,589,919

The accompanying notes are an integral part of the financial statements

NOTE 1 - NATURE OF OPERATIONS

Jewish Home for the Elderly of Fairfield County, Inc. d/b/a Jewish Senior Services (the Home) is a non-stock corporation under Connecticut law and a not-for-profit health care facility that provides rest home and skilled nursing care, adult day care, licensed medical home care services and nonmedical home care services to the aged and infirm. As of September 30, 2015, the Home is licensed for 360 skilled nursing beds. A substantial portion of the Home's revenue and related receivables is provided by Medicaid and Medicare programs.

JHE Foundation, Inc. (the Foundation) was an affiliated organization that conducted fundraising activities for the benefit of the Home. The Foundation made allocations to the Home at the discretion of their respective Boards of Directors.

The Auxiliary Organizations include the Women's Auxiliary of the Jewish Home for the Elderly and the Men's Club of the Jewish Home for the Elderly (the Auxiliaries). The Auxiliaries are incorporated separately; however, the principal function is fundraising for the Home. The Auxiliaries were reflected in the combined financial statements of the Foundation.

Effective April 1, 2015, the Foundation merged into the Home, with the Home being the surviving organization (see Note 3). The Board of Directors of the Foundation was dissolved and all assets were transferred to the Home. Accordingly, the activities of the Foundation from April 1, 2015 to September 30, 2015 are included in the accompanying financial statements. The Auxiliaries do not have agreements with the Home and therefore their activities are not included in the accompanying financial statements. However, they continue to have a financial interrelationship with the Home. Related party transactions are included in Note 16.

The Home, and the Foundation and Auxiliaries had a financial interrelationship prior to the merger. The Home reflected its beneficial interest in the net assets of the Foundation and Auxiliaries in its financial statements since the sole purpose of the Foundation and Auxiliaries was to raise support for the Home. Legally, the Home, the Foundation and Auxiliaries were separate entities and the Home could only obtain their net assets if approved by their respective Boards. The Home's beneficial interest in the Foundation and the Auxiliaries has been reflected in the accompanying statements of financial position at September 30, 2014.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

In order to ensure observance of limitations and restrictions placed on the use of the resources available to the Home, the accounts are maintained on the accrual basis of accounting, in conformity with accounting principles generally accepted in the United States of America (GAAP), and, accordingly, the accounts are recorded in the following net asset categories:

Unrestricted Net Assets

Unrestricted net assets consist of net assets over which the governing Board has control to use in carrying out the operations of the Home in accordance with its charter and by-laws and are neither permanently nor temporarily restricted by donor-imposed restrictions.

Temporarily Restricted Net Assets
Temporarily restricted net assets represent contributions that are restricted by the donor as to purpose or time of expenditure and also include accumulated investment income and gains on donor-restricted endowment assets that have not been appropriated for expenditure.

Permanently Restricted Net Assets
Permanently restricted net assets consist of net assets that have donor-imposed stipulations that do not expire with the passage of time nor can be fulfilled or otherwise removed by actions of the Home. Such net assets are comprised of endowments, the corpus of which must remain intact in perpetuity. Only the income from investment of these endowment funds can be expended either for general purposes or purposes specified by the donor.

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 as of the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash equivalents include cash and highly liquid investments purchased with an original maturity of three months or less. The Home maintains deposits in financial institutions that may, at times, exceed federal depository insurance limits. Management believes that the Home's deposits are not subject to significant credit risk.

Accounts Receivable

Accounts receivable are considered delinquent and written off when all attempts to collect from individuals or other payor sources have been exhausted. Management maintains an allowance for doubtful accounts of $440,636 and $907,301 at September 30, 2015 and 2014, respectively, which is based on a review of significant balances and past experience.

Investment Valuation and Income Recognition

Investments are reported at fair value. Fair value is 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 4 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 (loss) includes the gains and losses on investments bought and sold as well as held during the year. Realized and unrealized gains and losses on these investments are reported in the statements of activities as increases or decreases in unrestricted net assets unless their use is temporarily or permanently restricted by explicit donor stipulations or by law. Realized and unrealized gains and losses and other investment income, net of related fees, are reflected in the accompanying statements of activities as investment income, net. These amounts are reported in the statements of activities as increases or decreases in unrestricted, temporarily restricted or permanently restricted net assets as appropriate based on any donor stipulations or law.

Property and Equipment

Property and equipment acquisitions are recorded at cost. Depreciation of property and equipment is provided using the straight-line method over the estimated useful lives of the assets as follows:

Buildings and improvements	10-50 years
Furniture, fixtures and equipment	3-20 years
Computers and software	3-5 years
Vehicles	5 years

Expenditures for maintenance and repairs are charged to operations as incurred. Expenditures in excess of $1,000 for renewals and betterments are capitalized.

Contributions

Unconditional contributions are recognized when pledged or received, as applicable, and are considered to be available for unrestricted use unless specifically restricted by the donor. Contributions received or promises to give with donor-imposed restrictions are reflected as either temporarily or permanently restricted support on the financial statements. Contributions receivable expected to be collected in more than one year are discounted to their present value. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statements of activities as net assets released from restrictions. Conditional promises to give are recognized when the conditions on which they depend are substantially met.

Contributed services are recognized in the financial statements if they enhance nonfinancial assets or require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. General volunteer services do not meet these criteria for recognition. No contributed services requiring recognition were received during the years ended September 30, 2015 and 2014. However, services have been provided by various organizations and a number of unpaid volunteers have contributed their time to the Home.

Contributions Receivable

Contributions receivable are stated net of discounts and allowance for uncollectible amounts, which are based upon estimates of collectability by the Home's management. The allowance for uncollectible amounts is evaluated periodically for adequacy based upon management's evaluation of past loss experience, known and inherent risks in its accounts, plus other factors that could affect collectability. A substantial portion of the contributions receivable are due from donors in the Fairfield County area.

Split-Interest Agreements

The Foundation was a party to the following types of split-interest agreements, which are now assets of the Home:

Charitable Gift Annuities
The Home has entered into several charitable gift annuities whereby assets were transferred to the Home and invested. Under the terms of the program, contributions are received from donors in exchange for a promise by the Home to pay a fixed amount for a specified period of time to a donor

or individuals designated by the donor. Annuity contracts may be established for either one or two lives and provide that fixed payments be made to the annuitants for the remainder of their lives. Upon termination of the annuity contract, any remaining assets revert to the Home for purposes as specified in the charitable gift annuity contracts. On an annual basis, the Home revalues the liability to make distributions to the designated beneficiaries based on actuarial assumptions. The present value of principal amounts due on these annuities was $268,090 as of September 30, 2015.

Charitable Remainder Trust

The Home is the beneficiary of a charitable remainder trust managed by an unrelated trustee. A charitable remainder trust provides for the payment of distributions to the grantor or other designated beneficiaries over the trust's term (usually the designated beneficiary's lifetime). At the end of the trust's term, the remaining assets are available for the Home's use. The trust is carried at the fair value of the underlying investments. The portion of the trust attributable to the present value of the future benefits to be received by the Home is recognized in the statements of activities as a permanently restricted contribution in the period the trust is established. On an annual basis, the Home revalues the liability to make distributions to the designated beneficiaries based on actuarial assumptions.

Deferred Revenue

Deferred revenue consists of revenue received in advance from private pay residents, for services in the Senior Choice Home and Adult Day Services programs, and fundraising events.

Deposit for Sale of Property

Deposit for sale of property consists of payments received toward the $16,500,000 agreement to sell the existing campus (see Note 9).

Swap Agreements

The Home has entered into two swap agreements associated with its bonds payable. The agreements effectively change the interest rate exposure of the bonds payable from variable rate to fixed rate. The swap agreements will be effective on May 1, 2016, which is one month prior to the first principal payments. The termination date of the swap agreements is May 1, 2026. See Note 8 for further information.

Agency Transactions

The Home provides residents with a service by which residents' funds are maintained in a separate account, the use of which is directed by the resident. Such funds are maintained in a separate bank account and are reflected in the accompanying statements of financial position as agency assets - residents' trust funds with a corresponding liability as agency liabilities - funds held for residents.

Resident Care and Services Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered. Rates charged for services rendered, other than private pay patients, are regulated by Medicaid, Medicare and other government programs.

Revenue under third-party payor agreements is subject to audit and retroactive adjustment. Provisions for estimated third-party payor settlements are provided for in the period the related services are rendered. Differences between the estimated amounts accrued and interim and final settlements are reported in operations in the year of settlement. Management believes that all applicable government reimbursement principles have been properly applied and that no material adjustments will occur as a result of an audit.

Patient Mix

Revenues per patient mix as of and for the years ended September 30, 2015 and 2014, was as follows:

	As of September 30, 2015	As of September 30, 2014	For the Year Ended September 30, 2015	For the Year Ended September 30, 2014
Medicaid	71%	71%	70%	72%
Medicare and managed care	11	10	11	10
Private*	18	19	19	18
	100%	100%	100%	100%

*including pending Medicaid patients

Average occupancy was 94% and 97% for the years ended September 30, 2015 and 2014, respectively.

Income Taxes

The Home is tax-exempt under Section 501(c)(3) of the Internal Revenue Code and is not subject to federal or state income taxes.

Functional Allocation of Expenses

The costs of providing various programs and other activities have been summarized on a functional basis in Note 17 to the financial statements. Accordingly, certain costs have been allocated among the programs and supporting services benefitted.

Changes in Accounting Principle

In April 2015, the Financial Accounting Standards Board issued Accounting Standards Update (ASU) No. 2015-03, *Interest - Imputation of Interest*, which simplifies the presentation of debt issuance costs. The amendments change the presentation of debt issuance costs from an asset to a direct deduction of the debt on the accompanying statements of financial position. In addition, the amortization of debt issuance costs is now included in interest expense rather than amortization expense in the accompanying statements of activities. This ASU is effective for annual periods beginning after December 15, 2015. The Home has elected early adoption of the amendments for the year ended September 30, 2015. The amendments have been retrospectively applied. As a result, debt issuance costs of $1,036,206 have been reclassified from assets to a direct deduction of the debt in the statement of financial position as of September 30, 2014.

Additionally in May 2015, the Financial Accounting Standards Board issued Accounting Standards Update No. 2015-07, *Disclosures for Investments in Certain Entities that Calculate Net Asset Value per Share (or Its Equivalent)*, which removes the requirement to categorize investments measured at net asset value within the fair value hierarchy tables. The standard is effective for years beginning after December 15, 2016 and early adoption is permitted. The Home has elected to early adopt ASU 2015-07 for the year ended September 30, 2015.

Reclassifications

Certain amounts reported in prior periods have been reclassified in order to conform to the current year presentation.

Subsequent Events

In preparing these financial statements, management has evaluated subsequent events through January 21, 2016, which represents the date the financial statements were available to be issued.

NOTE 3 - BUSINESS COMBINATION

Effective April 1, 2015, the Foundation merged into the Home, with the Home being the surviving organization. In accordance with generally accepted accounting principles (GAAP), the Foundation's assets and liabilities were recorded at fair market value on the date of acquisition and the resulting gain is shown as an inherent contribution on the accompanying statements of activities. Jewish Home for the Elderly of Fairfield County, Inc. acquired the assets and assumed outstanding debt of JHE Foundation, Inc., which included a line of credit in the maximum amount of $4,867,000.

The following is a summary of the Foundation's unaudited statement of financial position information, at April 1, 2015:

Assets		
Cash	$	263,696
Investments		16,826,920
Contributions receivable, net		4,040,719
Other assets		1,980
Charitable remainder trust		268,090
Due from Auxiliaries		101,557
Total Assets	$	21,502,962
Liabilities and Net Assets		
Accrued expenses	$	17,157
Line of credit		1,600,000
Liability under split-interest agreements		248,287
Due to Jewish Home for the Elderly of Fairfield County, Inc.		70,448
Net assets:		
Unrestricted		2,034,651
Temporarily restricted		6,930,557
Permanently restricted		10,601,862
Total Liabilities and Net Assets	$	21,502,962

On the statements of activities and changes in net assets, the inherent contribution of $19,567,070 received is recorded as the excess of fair value of net assets acquired over liabilities assumed in acquisition of JHE Foundation, Inc.

NOTE 4 - FAIR VALUE MEASUREMENTS

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 Home 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.

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

The asset's or liability's fair value measurement level 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. As a practical expedient, certain investment are measured at fair value on the basis of net asset value. The fair value of these investments is not included in the fair value hierarchy.

Financial Instruments Measured at Fair Value

The following is a description of the valuation methodologies used for financial instruments measured at fair value:

Money Markets
This investment class is meant to provide safety when money managers are unable to find investments with appropriate returns consistent with their strategy. It tends to be very short term with a very low return.

Corporate Bonds
Certain corporate bonds are valued at the closing price reported in the active market in which the individual securities are traded. Other corporate bonds are valued based on yields currently available on comparable securities of issuers with similar durations and credit ratings.

Municipal Bonds
This investment class is meant to provide a low risk component to the Foundation's portfolio and provides an asset class that has a low correlation to the equity investments.

Common and Preferred Stocks
Common and preferred stocks are valued at the closing price reported in the active market in which the individual securities are traded.

Mutual Funds
Mutual funds are valued at the quoted net asset value of shares held by the Foundation at year end.

Exchange-Traded Funds
Exchange-traded funds are valued at the closing price reported in the active market in which the individual securities are traded.

U.S. Governmental Securities
U.S. governmental securities are valued at the closing price reported in the active market in which the individual securities are traded.

Hedge Fund
Interests in hedged multi-strategy class alternative investments are valued by external investment managers taking into consideration the fair value of the underlying assets and liabilities, current distribution rates and discounts for redemption and liquidity restrictions. The valuations involve assumptions and methods that are reviewed by the Investment Committee. Because investments in these alternative investments are not readily marketable, their estimated fair value is subject to uncertainty and may differ significantly from the value that would have been used had a market for such investments existed.

Contributions Receivable
Contributions receivable are values based on discounted cash flows, reduced by an allowance for collectability.

Beneficial Interest in Net Assets of Foundation and Auxiliary Organizations
Beneficial interests in net assets held by the Foundation and Auxiliary organizations were valued at the present value of the future distributions expected to be received over the term of the agreement, which was measured by the fair values of the underlying assets. The Home could not access assets in the Foundation and Auxiliaries.

There have been no changes in the methodologies used at September 30, 2015 and 2014.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Home believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following tables set forth by level, within the fair value hierarchy, the Home's assets at fair value as of September 30, 2015 and 2014:

2015					
		Investments Valued Using Net Asset Value	Fair Value Measurements Using		
Description	**Total**	**(a)**	**Level 1**	**Level 2**	**Level 3**
Money market funds	$ 1,861,434	$ -	$ 1,861,434	$ -	$ -
Fixed income:					
Corporate bonds	455,892	-	-	455,892	-
Municipal bonds	544,652	-	544,652	-	-
Equity securities:		-		-	-
Common stocks	303,701	-	303,701	-	-
Preferred stocks	638,653	-	638,653	-	-
Mutual funds:					
Fixed income	944,737	-	944,737	-	-
Equities	3,605,094	-	3,605,094	-	-
Diversified	3,347,566	-	3,347,566	-	-
Exchange-traded funds	269,104	-	269,104	-	-
U.S. governmental securities	3,838,451		3,838,451		
Investments measured at net asset value:					
Hedged multi-strategy	9,779	9,779	-	-	-
Total investments at fair value	15,819,063	9,779	15,353,392	-	-
Contributions receivable, net	4,213,581	-	-	-	4,213,581
Total Assets at Fair Value	$ 20,042,423	$ 9,779	$ 15,353,392	$ -	$ 4,213,581

2014					
		Investments Valued Using Net Asset Value	Fair Value Measurements Using		
Description	**Total**	**(a)**	**Level 1**	**Level 2**	**Level 3**
Assets at Fair Value:					
Beneficial interest in net assets of Foundation and Auxiliary Organizations	$ 18,768,611	$ -	$ -	$ -	$ 18,768,611

a. Certain investments that are measured at fair value using the net asset value per share (or its equivalent) practical expedient have not been classified in the fair value hierarchy. The fair value amounts presented in this table are intended to permit reconciliation of the fair value hierarchy to the amounts presented in the statements of financial position.

Additional information regarding investments that report fair value based on net asset value per share or unit as of September 30, 2015 is as follows:

Description	Fair Value	Unfunded Commitments	Redemption Frequency	Redemption Notice Period	Liquidity or Other Restrictions
Hedged multi-strategy:					
Coast Access Ltd.	$ 9,779	None	Quarterly	45 days	None

The table below sets forth a summary of changes in the fair value of the Home's Level 3 assets for the years ended September 30, 2015 and 2014:

	Beneficial Interest in Net Assets of Foundation and Auxiliary Organizations	Contributions Receivable, net
Balance - September 30, 2013	$ 23,140,047	$ -
Decrease in beneficial interest	(4,371,436)	-
Balance - September 30, 2014	18,768,611	-
Decrease in beneficial interest	(18,768,611)	-
Contributions receivable assumed in acquisition of JHE Foundation, Inc.	-	4,040,719
New contributions receivable	-	651,641
Collections on contributions receivable	-	(498,161)
Change in discount on contributions receivable	-	19,382
Balance - September 30, 2015	$ -	$ 4,213,581

Financial Instruments Not Measured at Fair Value - The carrying amounts of cash and cash equivalents, accounts receivable, prepaid expenses and other current assets, agency assets, bond proceeds held in escrow, accounts payable, and accrued taxes, expenses and other liabilities, and line of credit approximate their fair value because of the short-term nature of these instruments.

The fair value of bonds payable as of September 30, 2015 and 2014 approximates the total outstanding principal balance. The method used to determine the fair value of bonds payable is quoted prices for similar debt instruments. The fair value of notes payable as of September 30, 2015 and 2014 was $5,117,899 and $3,473,465, respectively. The method used to determine the fair value of notes payable is quoted prices for similar debt instruments.

There have been no changes in the methodologies used at September 30, 2015 and 2014.

NOTE 5 - CONTRIBUTIONS RECEIVABLE

Contributions receivable as of September 30, 2015 are expected to be collected as follows:

	Temporarily Restricted	Permanently Restricted	Total
Within one year	$ 2,579,430	$ 2,000	$ 2,581,430
Within one to five years	1,902,171	8,000	1,910,171
More than five years	100,000	21,000	121,000
Total contributions receivable	4,581,601	31,000	4,612,601
Allowance for uncollectible	(132,347)	-	(132,347)
Less discount to net present value	(258,616)	(8,057)	(266,673)
Net Contributions Receivable	$ 4,190,638	$ 22,943	$ 4,213,581

Contributions receivable in more than one year at September 30, 2015 are discounted at 4.5%.

Conditional Promises to Give

The Home has been advised that it is named as a beneficiary in other charitable trusts and wills. No amounts have been recognized in the accompanying financial statements, inasmuch as these instruments are conditional and subject to change.

NOTE 6 - DEFERRED COMPENSATION OBLIGATION

The Home's deferred compensation obligation is based on a discount rate of 6-1/2%, of payments to be made to the former President over a 15-year period, beginning in fiscal year 2008. As of September 30, 2015 and 2014, the obligation amounted to $208,387 and $244,146, respectively.

NOTE 7 - NOTES PAYABLE AND LINE OF CREDIT

Notes payable as of September 30, 2015 and 2014, consist of the following:

	2015	2014
First term loan in the amount of $3,000,000, payable in monthly installments of $19,225, including interest at 4.0%, compounded monthly through June 2016, secured by the existing building and its related assets	$ 1,836,855	$ 2,107,109
Second term loan in an amount up to $2,000,000, payable in monthly installments of $11,881, including interest at 4.0%, compounded monthly through June 2016, secured by the existing building and its related assets	1,228,217	1,436,292
Third term loan in the amount of $2,000,000, payable in monthly installments of $36,881, including interest at 3.99%, compounded monthly through May 2020, secured by specific equipment	1,879,189	-
	4,944,261	3,543,401
Less current portion	3,439,494	1,585,434
Total Notes Payable - Long Term	$ 1,504,767	$ 1,957,967

The following is a schedule of future maturities of notes payable at September 30, 2015:

Year Ending September 30	
2016	$ 3,439,494
2017	389,637
2018	405,471
2019	421,949
2020	287,710
	$ 4,944,261

Revolving Line of Credit

On April 1, 2015, the Home assumed a line of credit from the Foundation with Morgan Stanley Bank, N.A. with a maximum amount of $4,200,000. Interest accrues at 2.75% over LIBOR, which totaled 2.95% at September 30, 2015. Outstanding advances on the line of credit are due on demand and were $1,600,000 at September 30, 2015. Certain investments held at Morgan Stanley Bank, N.A. are pledged as collateral and totaled $5,200,104 at September 30, 2015.

The Home had an available bank line of credit of $800,000 that expired February 28, 2014. There was no outstanding balance at September 30, 2015.

Letter of Credit

The Home has a standby letter of credit for $700,000 that renews annually each fiscal year. The letter of credit was increased to $850,000 effective October 1, 2015 and expires on September 30, 2016.

NOTE 8 - BONDS PAYABLE

On April 29, 2014, the Home obtained $62,000,000 from the issuance of City of Bridgeport tax-exempt bonds through People's United Bank to develop and construct a new campus on Park Avenue for a total estimated cost of $97,000,000. The Home had commitments with contractors for approximately $41,000,000 at September 30, 2015. The new campus is expected to be completed in spring 2016 and will house all operations of the Home. The bonds consist of Senior Living Facility Revenue Bonds, Series 2014A (Series A) in the principal amount of $55,500,000 and Senior Living Facility Revenue Bonds, Series 2014B (Series B) in the principal amount of $6,500,000. The Series A bonds mature on May 1, 2041 and the Series B bonds mature on May 1, 2026. Quarterly interest payments commenced May 29, 2014 at the Bank Rate as defined in the agreement, which was 1.68% at September 30, 2015, and quarterly principal payments will commence July 20, 2016. The bonds are secured by all tangible assets, contributions receivable, leases and revenues of the Home, until one year of stabilization is reached.

As discussed in Note 2, the Home has interest rate swap agreements with Peoples United Bank. The original notional values of the swaps were $55,500,000 and $6,500,000, from the issuance of the City of Bridgeport tax-exempt bonds. The swap agreements provide the Home with interest rate protection for its City of Bridgeport tax-exempt variable rate bonds. The Home agrees to pay Peoples United Bank fixed rates of 2.67% for the Series A bonds and 2.38% for the Series B bonds in exchange for receiving a floating variable rate. The fixed rates include a termination fee equal to 0.145% for the Series A bonds and 0.05% for the Series B bonds, which will enable the Home to terminate the swaps at any time on or after May 1, 2023 without making termination payments. The interest rate swap agreements do not contain any mark-to-market provisions.

Bonds payable on the statements of financial position are net of unamortized debt issuance costs of $994,056 and $1,036,206 at September 30, 2015 and 2014, respectively.

Capitalized interest related to the bonds was $295,739 and $6,217 for the years ended September 30, 2015 and 2014, respectively.

Principal payments due on the bonds payable are expected to be as follows:

Year Ending September 30	
2016	$ 593,333
2017	1,805,000
2018	1,883,333
2019	1,968,334
2020	2,055,000
Thereafter	53,695,000
	$ 62,000,000

The bonds payable are subject to certain financial covenants to be tested on an annual basis, including a debt service coverage ratio of at least 1.10, and days cash on hand of at least 65 days.

A bond escrow was established and will decrease as the funds are drawn for the project. The Home had total draws of $40,279,489 and $3,550,184 on the tax-exempt bonds as of September 30, 2015 and 2014, respectively. As of September 30, 2015 and 2014, the Home had incurred approximately $59.8 million and $17.2 million, respectively, in costs related to this project, which are included in construction in process on the accompanying statements of financial position.

NOTE 9 - COMMITMENTS

The Home has entered into an agreement with an unrelated third-party to sell the existing campus for $16,500,000 once construction on the new campus is complete and all operations have been moved.

Leases

The Home leases property from One Post Road Fairfield, LLC, for its Adult Daycare and Outpatient Programs under an operating lease expiring August 31, 2019. Rent expense under this lease totaled $361,164 and $361,457 for the years ended September 30, 2015 and 2014, respectively.

The Home leases office equipment, office and medical space and an automobile under operating leases that expire in 2019. Rental expense under these leases totaled $84,441 and $90,171 for the years ended September 30, 2015 and 2014, respectively.

Future minimum lease payments under operating leases that have remaining terms in excess of one year are as follows:

Year Ending September 30		
2016	$	310,235
2017		305,930
2018		325,615
2019		245,852
Total Minimum Lease Payments	$	1,187,632

NOTE 10 - BENEFIT PLANS

Pension Plan

The Home has a noncontributory defined benefit pension plan covering all eligible employees as of September 30, 2004, the date the plan was frozen and all benefit accruals ceased. The benefits are based upon years of service, and employees were fully vested in the company match and contribution after five years of service.

GAAP requires companies to record a liability on the statements of financial position for the underfunded portion of postretirement plans, defined as the amount by which the projected benefit obligation exceeds the fair value of plan assets.

The Home's funding policy is to make the minimum annual contributions required by applicable regulations. Contributions are intended to provide not only for benefits attributable to service to date, but also for those expected to be earned in the future.

The following table sets forth further information about the Home's defined benefit pension plan as of and for the years ended September 30, 2015 and 2014:

	2015	2014
Funded status	$ (2,476,757)	$ (2,728,915)
Benefits paid	(747,749)	(503,055)
Employer contributions	550,000	330,000

Amounts recognized in the statements of financial position at September 30, 2015 and 2014, consist of the following:

	2015	2014
Pension Liability	$ (2,476,757)	$ (2,728,915)

Amounts previously recognized in changes in unrestricted net assets consist of the following:

	2015	2014
Net Loss	$ 4,562,322	$ 4,575,445

The accumulated benefit obligation was $5,596,744 and $6,183,622 at September 30, 2015 and 2014, respectively.

The following table details information for pension plans with an accumulated benefit obligation in excess of plan assets at September 30, 2015 and 2014:

	2015	2014
Projected benefit obligation	$ 5,596,744	$ 6,183,622
Accumulated benefit obligation	5,596,744	6,183,622
Fair value of plan assets	3,119,987	3,454,707

Other changes in plan assets and benefit obligations recognized in the statements of activities and changes in net assets consisted of the following for the years ended September 30, 2015 and 2014:

	2015	2014
Net periodic benefit cost	$ 310,965	$ 280,750
Net loss	322,077	1,035,389
Amortization of net loss	(335,200)	(285,284)
Change in pension liability	(13,123)	750,105
Total Recognized in Net Periodic Benefit Cost (Salaries and Benefits) and Change in Pension Liability	$ 297,842	$ 1,030,855

The estimated net loss that will be amortized from changes in unrestricted net assets into net periodic benefit cost in 2015 has not yet been determined.

Assumptions used in determining the obligation and the net periodic costs of the defined benefit plan were as follows:

	2015	2014
Weighted-average assumptions:		
Discount rate as of end of year	4.32%	4.20%
Expected return on plan assets for the year	8.00%	8.00%

The Home's pension plan weighted-average asset allocations at September 30, 2015 and 2014, by asset category are as follows:

	2015	2014
Cash	6%	7%
Equity securities	3	1
Mutual funds	87	89
Debt securities	3	2
Other	1	1
Total	100%	100%

The expected rate of return on pension plan assets is determined by those assets' historical long-term investment performance, current asset allocation and estimates of future long-term returns by asset class.

The Home's investment strategy is based on an expectation that equity securities and mutual funds will outperform debt securities over the long term. Accordingly, the asset allocation strategy target allocation is 55% equity, 30% fixed income and 15% other. The strategy utilizes actively managed U.S. equity securities and investment grade debt securities (which constitute 80% or more of debt securities) with lesser allocations to high-yield and international debt securities that are benchmarked against indices.

The Home attempts to mitigate investment risk by rebalancing between debt and equity classes as the Home's contributions and monthly benefit payments are made. Although changes in interest rates may affect the fair value of a portion of the investment portfolio and cause unrealized gains and losses, such gains or losses would not be realized unless the investments are sold.

Estimated Future Benefit Payments

The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid:

Year Ending September 30	
2015	$ 161,000
2016	284,000
2017	248,000
2018	346,000
2019	324,000
2020-2025	1,663,000

Expected Cash Flow

The minimum funding requirement for fiscal 2016 is expected to be approximately $376,000.

The following tables set forth by level, within the fair value hierarchy, the Home's defined benefit plan assets at fair value as of September 30, 2015 and 2014:

Fair Value Measurements at September 30, 2015				
Asset Class	Total	Level 1	Level 2	Level 3
Cash equivalents	$ 191,192	$ 191,192	$ -	$ -
Equities - common stocks	100,355	100,355	-	-
Mutual funds	2,729,153	2,729,153	-	-
Fixed income:				
Government	51,077	51,077	-	-
Corporate	12,650	-	12,650	-
Other	35,560	-	35,560	-
Total	$ 3,119,987	$ 3,071,777	$ 48,210	$ -

Fair Value Measurements at September 30, 2014				
Asset Class	Total	Level 1	Level 2	Level 3
Cash equivalents	$ 249,754	$ 249,754	$ -	$ -
Equities - common stocks	24,715	24,715	-	-
Mutual funds	3,073,948	3,073,948	-	-
Fixed income:				
Government	49,990	49,990	-	-
Corporate	12,180	-	12,180	-
Other	44,120	-	44,120	-
Total	$ 3,454,707	$ 3,398,407	$ 56,300	$ -

Employee 401k Plan

The Home maintains a defined contribution plan. Employee contributions under the plan are determined by the participating employees, subject to certain IRS limitations, and the Home matches employee contributions at a rate of 50%, up to a maximum of 4% of compensation. The Home also offers a discretionary profit-sharing contribution. The Home's contribution expense totaled $621,950 and $602,543 for the years ended September 30, 2015 and 2014, respectively.

NOTE 11 - CONCENTRATION OF CREDIT RISK

The Home grants credit without collateral to its residents, most of whom are local residents, and some are funded under third-party payor agreements. The mix of gross receivables at September 30, 2015 and 2014, was as follows:

	2015	2014
Medicare	13%	14%
Medicaid	41	31
Private pay and other*	46	55
	100%	100%

*including pending Medicaid patients

NOTE 12 - TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets of $477,344 were released from restrictions during the year ended September 30, 2015 by incurring program expenses.

Temporarily restricted net assets as of September 30, 2015 are available for the following purposes:

Accumulated earnings on permanently restricted endowment funds	$ 862,837
Programs	17,645
Capital	14,711,304
Future periods	37,884
Total Temporarily Restricted Net Assets	$ 15,629,670

NOTE 13 - PERMANENTLY RESTRICTED NET ASSETS

Assets restricted for long-term investment at September 30, 2015 were comprised of the following:

Investments	$ 10,278,700
Charitable remainder trust	268,090
Contributions receivable, net	22,943
Total Permanently Restricted Assets	$ 10,569,733

NOTE 14 - ENDOWMENT

The Home's endowment consists of approximately 49 individual funds established for a variety of purposes. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by accounting principles generally accepted in the United States of America, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

The Board of Directors of the Home has interpreted the Connecticut Prudent Management of Institutional Funds Act (CTPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Foundation classifies as permanently restricted net assets (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. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the organization in a manner consistent with the standard of prudence prescribed by CTPMIFA.

In accordance with CTPMIFA, the Home consider the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- The duration and preservation of the fund
- The purposes of the organization and the donor-restricted endowment fund
- General economic conditions
- The possible effect of inflation and deflation
- The expected total return from income and the appreciation of investments
- Other resources of the organization
- The investment policies of the organization

Endowment Net Assets

Endowment net asset composition by type of fund is as follows as of September 30, 2015:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	$ -	$ 862,837	$ 10,278,700	$ 11,141,537
Board-designated endowment funds	2,536,916	-	-	2,536,916
Total	$ 2,536,916	$ 862,837	$ 10,278,700	$ 13,678,453

Changes in endowment net assets for the year ended September 30, 2015 are as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets - October 1, 2014	$ -	$ -	$ -	$ -
Endowment net assets acquired in acquisition of JHE Foundation, Inc.	2,508,924	1,385,881	10,310,774	14,205,579
Investment return:				
Investment income, net	15,409	55,897	6,578	77,884
Net Investment losses	(112,133)	(406,768)	(48,688)	(567,589)
Total investment return	(96,724)	(350,871)	(42,110)	(489,705)
Contributions	124,716	-	10,036	134,752
Appropriation of endowment assets for expenditure	-	(172,173)	-	(172,173)
Endowment Net Assets - September 30, 2015	$ 2,536,916	$ 862,837	$ 10,278,700	$ 13,678,453

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or CTPMIFA requires the Home to retain as a fund of perpetual duration. There were no such deficiencies as of September 30, 2015.

Return Objectives and Risk Parameters

The Home has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Home must hold in perpetuity or for a donor-specified period(s) as well as board-designated funds. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results of the Russell 300 stock index while assuming a moderate level of investment risk. The Home expects its endowment funds, over time, to provide an average rate of return of approximately 7% annually. Actual returns in any given year may vary from this amount.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Home relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Home targets a diversified asset allocation that places an emphasis on equity-based and fixed income investments to achieve its long-term return objectives within prudent risk constraints.

Spending Policy and How the Investment Objectives Relate to Spending Policy

The Home has a policy of appropriating for distribution each year 4% of the permanently restricted investment value. In establishing this policy, the Home considered the long-term expected return on its endowment. Accordingly, over the long term, the Foundation expects the current spending policy to allow its endowment to grow at an average of 7% annually. This is consistent with the Home's objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to provide additional real growth through new gifts and investment return.

NOTE 15 - BENEFICIAL INTEREST IN NET ASSETS OF FOUNDATION AND AUXILIARY ORGANIZATIONS

In accordance with GAAP, the Home recognized in its financial statements its financial interrelationship with the Foundation and Auxiliaries prior to the merger effective April 1, 2015 (see Note 3).

Summarized financial information of the Foundation and Auxiliaries at and for the year ended September 30, 2014, was as follows:

Total Assets	$ 20,783,269
Total Liabilities	$ 2,014,658
Net Assets:	
Unrestricted	2,219,103
Temporarily restricted	5,930,685
Permanently restricted	10,618,823
Total Net Assets	$ 18,768,611
Revenues, gains (losses) and support:	
Operating income	$ 4,173,265
Investment gain, net	1,317,023
Change in value of split-interest agreements	13,928
Other revenues	4,022
Total revenues, gains and support	5,508,238
Total expenses	9,879,674
(Deficit) Surplus of Revenues, Gains and Support over Expenses	$ (4,371,436)

NOTE 16 - RELATED-PARTY TRANSACTIONS

The Home was reimbursed annually for salaries and expenses, to the extent applicable, by the Foundation and the Auxiliaries. Reimbursements from the Foundation and Auxiliaries for the six months ended March 31, 2015 and the year ended September 30, 2014, amounted to approximately $446,000 and $748,000, respectively.

During the six months ended March 31, 2015 and the year ended September 30, 2014, the Foundation and Auxiliaries made contributions to the Home of $300,620 and $9,134,199, respectively, of which $5,715 and $149,999, respectively, represent revenues related to the Elder Abuse Prevention Program and are included in community services revenues on the statements of activities and changes in net assets. The Auxiliaries did not make any contributions to the Home from the period April 1, 2015 to September 30, 2015.

The Home also receives a fee for providing billing services for Geriatric Professional Group, LLC (GPG), which provides physicians' services to residents of the Home. The Home had revenues from GPG of approximately $87,000 and $131,900 during the years ended September 30, 2015 and 2014, respectively. Amounts due to the Home from GPG at September 30, 2015 and 2014, are reflected in prepaid expenses and other assets in the accompanying statements of financial position and amounted to approximately $2,700 and $3,400, respectively.

NOTE 17 - CLASSIFICATION OF EXPENSES

The following schedule reflects the Home's classification of expenses by program for the years ended September 30, 2015 and 2014:

	2015	2014
Resident care and services	$ 35,396,333	$ 35,243,714
Adult day care	969,126	995,882
Other community services	6,356,903	6,178,252
Management and general	7,915,807	7,947,090
Fundraising	84,331	-
Total Expenses	$ 50,722,500	$ 50,364,938

NOTE 18 - CASH FLOWS

Additional Cash Flow Information

The Home paid cash for interest of $480,897 and $176,337 during the years ended September 30, 2015 and 2014, respectively.

Noncash Financing and Investing Activities

During the year ended September 30, 2014, the Home obtained $62,000,000 of tax-exempt bonds payable and established a bond escrow. During the years ended September 30, 2015 and 2014, the Home incurred $36,729,305 and $3,550,184, respectively, of construction costs by drawing funds from the bond proceeds held in escrow, as described in Note 8.

In conjunction with the acquisition of JHE Foundation, Inc., liabilities were assumed and an inherent contribution was received as described in Note 3.

NOTE 19 - HEALTH CARE INDUSTRY

The healthcare 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 healthcare 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 healthcare providers. Violations of these laws and regulations could result in expulsion from government healthcare programs together with the imposition of significant fines and penalties, as well as significant repayments for patient services previously billed. Management believes that the Home is in compliance with fraud and abuse regulations, 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.

JEWISH HOME FOR THE ELDERLY OF FAIRFIELD COUNTY, INC. D/B/A JEWISH SENIOR SERVICES

FINANCIAL STATEMENTS

SEPTEMBER 30, 2014 AND 2013

**JEWISH HOME FOR THE ELDERLY OF FAIRFIELD COUNTY, INC.
D/B/A JEWISH SENIOR SERVICES**

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Independent Auditors' Report

To the Board of Directors
Jewish Home for the Elderly of Fairfield County, Inc.
d/b/a Jewish Senior Services

We have audited the accompanying financial statements of Jewish Home for the Elderly of Fairfield County, Inc. d/b/a Jewish Senior Services, which comprise the statements of financial position as of September 30, 2014 and 2013, and the related statements of activities and changes in net assets 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 audit to obtain reasonable assurance about whether the financial statements are free from 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 auditors consider 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.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Jewish Home for the Elderly of Fairfield County, Inc. d/b/a Jewish Senior Services as of September 30, 2014 and 2013, 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.

Blum, Shapiro + Company, P.C.

West Hartford, Connecticut
January 19, 2015

JEWISH HOME FOR THE ELDERLY OF FAIRFIELD COUNTY, INC.
D/B/A JEWISH SENIOR SERVICES
STATEMENTS OF FINANCIAL POSITION
SEPTEMBER 30, 2014 AND 2013

ASSETS

	2014	2013
Current Assets		
Cash and cash equivalents (Note 2)	$ 2,589,919	$ 3,376,643
Accounts receivable, net (Notes 2, 10)	5,492,515	5,104,222
Prepaid expenses and other assets	148,698	107,996
Due from Foundation (Note 12)	47,971	249,626
Agency assets - residents' trust funds (Note 2)	169,153	203,584
Total current assets	8,448,256	9,042,071
Property and Equipment		
Land	1,131,517	1,131,517
Buildings and improvements	29,244,856	29,198,668
Equipment	8,761,271	8,673,357
Computers and software	1,803,999	1,384,789
Vehicles	358,817	358,817
Construction in process	17,219,340	3,543,429
	58,519,800	44,290,577
Less accumulated depreciation	32,179,163	30,755,236
Property and equipment, net	26,340,637	13,535,341
Other Assets		
Cash value - life insurance and annuities	-	745,005
Bond proceeds held in escrow	58,449,816	-
Deferred financing costs, net (Note 4)	1,036,206	-
Beneficial interest in net assets of Foundation and Auxiliary organizations (Note 11)	18,768,611	23,140,047
Total other assets	78,254,633	23,885,052
Total Assets	$ 113,043,526	$ 46,462,464

LIABILITIES AND NET ASSETS

	2014	2013
Current Liabilities		
Accounts payable	$ 1,368,633	$ 1,935,545
Accrued taxes, expenses and other liabilities	2,820,496	2,839,947
Current portion of deferred compensation obligation (Note 5)	84,309	84,309
Deferred revenue (Note 2)	354,699	258,067
Notes payable, current portion (Note 6)	1,585,434	214,926
Agency liabilities - funds held for residents (Note 2)	169,153	203,584
Total current liabilities	6,382,724	5,536,378
Other Liabilities		
Notes payable, net of current portion (Note 6)	1,957,967	3,787,905
Bonds payable (Note 7)	62,000,000	-
Deferred revenue (Note 2)	1,682,342	951,193
Deferred compensation obligation (Note 5)	159,837	244,146
Accrued pension cost (Note 9)	2,728,915	2,028,060
Total other liabilities	68,529,061	7,011,304
Total liabilities	74,911,785	12,547,682
Net Assets		
Unrestricted	12,842,462	13,967,722
Temporarily restricted (Notes 11, 12)	14,670,456	6,873,265
Permanently restricted (Note 11)	10,618,823	13,073,795
Total net assets	38,131,741	33,914,782
Total Liabilities and Net Assets	$ 113,043,526	$ 46,462,464

The accompanying notes are an integral part of the financial statements

JEWISH HOME FOR THE ELDERLY OF FAIRFIELD COUNTY, INC.
D/B/A JEWISH SENIOR SERVICES
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEARS ENDED SEPTEMBER 30, 2014 AND 2013

	2014	2013
Operating Revenues		
Resident care and services (Note 2)	$ 41,481,301	$ 41,619,124
Community services (Note 2)	8,095,030	6,194,010
Other income	1,594,369	1,596,553
Less provision for bad debts	(451,462)	(187,951)
Total operating revenues, net	50,719,238	49,221,736
Operating Expenses		
Salaries and benefits	36,153,059	34,374,337
Food, medical supplies and other resident services	5,351,642	5,070,643
Other administrative	4,960,172	4,691,496
Occupancy and insurance	2,306,016	2,589,058
Depreciation	1,423,929	1,580,357
Interest and amortization	170,120	182,272
Total operating expenses (Note 14)	50,364,938	48,488,163
Surplus of Operating Revenues over Operating Expenses	354,300	733,573
Contributions from Foundation and Auxiliary Organizations (Note 13)	197,229	1,572,481
Increase (Decrease) in Beneficial Interest in Unrestricted Net Assets of Foundation and Auxiliary Organizations (Note 11)	(973,884)	1,825,850
Community Contributions (Federations)	47,200	54,800
Increase (Decrease) in Unrestricted Net Assets Before Other Changes	(375,155)	4,186,704
Other Changes in Unrestricted Net Assets		
Change in pension liability (Note 9)	(750,105)	(698,174)
Increase (Decrease) in Unrestricted Net Assets	(1,125,260)	3,488,530

(Continued on next page)

JEWISH HOME FOR THE ELDERLY OF FAIRFIELD COUNTY, INC.
D/B/A JEWISH SENIOR SERVICES
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)
FOR THE YEARS ENDED SEPTEMBER 30, 2014 AND 2013

	2014	2013
Temporarily Restricted Net Assets		
Contributions from Foundation (Notes 12, 13)	$ 8,739,771	$ -
Increase (decrease) in beneficial interest in temporarily restricted net assets of Foundation and Auxiliary organizations (Note 11)	(942,580)	5,488,279
Increase in temporarily restricted net assets	7,797,191	5,488,279
Permanently Restricted Net Assets		
Decrease in beneficial interest in permanently restricted net assets of Foundation and Auxiliary organizations (Note 11)	(2,454,972)	(2,506,067)
Change in Net Assets	4,216,959	6,470,742
Net Assets - Beginning of Year	33,914,782	27,444,040
Net Assets - End of Year	$ 38,131,741	$ 33,914,782

The accompanying notes are an integral part of the financial statements

JEWISH HOME FOR THE ELDERLY OF FAIRFIELD COUNTY, INC.
D/B/A JEWISH SENIOR SERVICES
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2014 AND 2013

	2014	2013
Cash Flows from Operating Activities		
Change in net assets	$ 4,216,959	$ 6,470,742
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	1,423,929	1,580,357
Bad debt expense	451,462	187,951
Amortization of deferred financing costs	17,563	6,214
Loss on disposal of property and equipment	-	34,313
Contributions restricted for capital purposes	(8,739,771)	-
(Increase) decrease in beneficial interest in net assets of Foundation and Auxiliary organizations	4,371,436	(4,808,062)
(Increase) decrease in operating assets:		
Accounts receivable	(839,755)	(334,689)
Prepaid expenses and other assets	(40,702)	12,394
Agency assets - residents' trust funds	34,431	(26,501)
Cash value - life insurance and annuities	745,005	(41,173)
Increase (decrease) in operating liabilities:		
Accounts payable	(566,912)	(2,958)
Accrued taxes, expenses and other liabilities	(19,451)	401,984
Accrued pension cost	700,855	485,166
Agency liabilities - funds held for residents	(34,431)	26,501
Deferred revenue	827,781	351,604
Deferred compensation obligation	(84,309)	(84,309)
Net cash provided by operating activities	2,464,090	4,259,534
Cash Flows from Investing Activities		
Cash outlays for property and equipment	(14,229,225)	(2,990,280)
Net cash used in investing activities	(14,229,225)	(2,990,280)
Cash Flows from Financing Activities		
Principal payments on notes payable and line of credit	(459,430)	(441,222)
Proceeds from bonds payable	3,550,184	-
Payments for deferred financing costs	(1,053,769)	-
Proceeds from contributions restricted for capital purposes	8,739,771	-
(Increase) decrease in Foundation receivable, net	201,655	(54,291)
Net cash provided by (used in) financing activities	10,978,411	(495,513)
Net Increase (Decrease) in Cash and Cash Equivalents	(786,724)	773,741
Cash and Cash Equivalents - Beginning of Year	3,376,643	2,602,902
Cash and Cash Equivalents - End of Year	$ 2,589,919	$ 3,376,643
Cash Paid During the Year for Interest	$ 170,120	$ 176,058

The accompanying notes are an integral part of the financial statements

NOTE 1 - NATURE OF OPERATIONS

Jewish Home for the Elderly of Fairfield County, Inc. d/b/a Jewish Senior Services (the Home) is a non-stock corporation under Connecticut law and a not-for-profit health care facility that provides rest home and skilled nursing care, adult day care, licensed medical home care services and nonmedical home care services to the aged and infirm. As of September 30, 2014, the Home is licensed for 360 skilled nursing beds. A substantial portion of the Home's revenue and related receivables is provided by Medicaid and Medicare programs.

The JHE Foundation, Inc. (the Foundation) and Auxiliaries are affiliated organizations that conduct fundraising activities for the benefit of the Home. The Foundation and Auxiliaries may make allocations to the Home at the discretion of their Boards.

The Home, the Foundation and Auxiliaries have a financial interrelationship. The Home reflects its beneficial interest in the net assets of the Foundation and Auxiliaries in its financial statements since the sole purpose of the Foundation and Auxiliaries is to raise support for the Home. Legally, the Home, the Foundation and Auxiliaries are separate entities and the Home can only obtain their net assets if approved by their respective Boards. The Home's beneficial interest in the Foundation and the Auxiliaries has been reflected in the accompanying statements of financial position.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation - In order to ensure observance of limitations and restrictions placed on the use of the resources available to the Home, the accounts are maintained on the accrual basis of accounting, in conformity with accounting principles generally accepted in the United States of America (GAAP), and, accordingly, the accounts are recorded in the following net asset categories:

Unrestricted Net Assets - Unrestricted net assets consist of net assets over which the governing Board has control to use in carrying out the operations of the Home in accordance with its charter and by-laws and are neither permanently nor temporarily restricted by donor-imposed restrictions.

Temporarily Restricted Net Assets - Temporarily restricted net assets represent contributions that are restricted by the donor as to purpose or time of expenditure and also include accumulated investment income and gains on donor-restricted endowment assets that have not been appropriated for expenditure.

Permanently Restricted Net Assets - Permanently restricted net assets consist of net assets that have donor-imposed stipulations that do not expire with the passage of time nor can be fulfilled or otherwise removed by actions of the Home. Such net assets are comprised of the Home's beneficial interest in the Foundation's endowments, the corpus of which must remain intact in perpetuity. Only the income from investment of these endowment funds can be expended either for general purposes or purposes specified by the donor.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

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 as of the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents - Cash equivalents include cash and highly liquid investments purchased with an original maturity of three months or less. The Home maintains deposits in financial institutions that may, at times, exceed federal depository insurance limits. Management believes that the Home's deposits are not subject to significant credit risk.

Accounts Receivable - Accounts receivable are considered delinquent and written off when all attempts to collect from individuals or other payor sources have been exhausted. Management maintains an allowance for doubtful accounts of $907,301 and $1,220,218 at September 30, 2014 and 2013, respectively, which is based on a review of significant balances and past experience.

Property and Equipment - Property and equipment acquisitions are recorded at cost. Depreciation of property and equipment is provided using the straight-line method over the estimated useful lives of the assets as follows:

Buildings and improvements	10-50 years
Furniture, fixtures and equipment	3-20 years
Computers and software	3-5 years
Vehicles	5 years

Expenditures for maintenance and repairs are charged to operations as incurred. Expenditures in excess of $1,000 for renewals and betterments are capitalized.

Deferred Revenue - Deferred revenue consists of revenue received in advance from private pay residents and for services in the Senior Choice Home and Adult Day Services programs.

Swap Agreements - The Home has entered into two swap agreements associated with its bonds payable. The agreements effectively change the interest rate exposure of the bonds payable from variable rate to fixed rate. The swap agreements will be effective on May 1, 2016, which is one month prior to the first principal payments. The termination date of the swap agreements is May 1, 2026. See Note 7 for further information.

Agency Transactions - The Home provides residents with a service by which residents' funds are maintained in a separate account, the use of which is directed by the resident. Such funds are maintained in a separate bank account and are reflected in the accompanying statements of financial position as agency assets - residents' trust funds with a corresponding liability as agency liabilities - funds held for residents.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Resident Care and Services Revenue - Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered. Rates charged for services rendered, other than private pay patients, are regulated by Medicaid, Medicare and other government programs.

Revenue under third-party payor agreements is subject to audit and retroactive adjustment. Provisions for estimated third-party payor settlements are provided for in the period the related services are rendered. Differences between the estimated amounts accrued and interim and final settlements are reported in operations in the year of settlement. Management believes that all applicable government reimbursement principles have been properly applied and that no material adjustments will occur as a result of an audit.

Patient Mix - Revenues per patient mix as of and for the years ended September 30, 2014 and 2013, was as follows:

	As of September 30, 2014	As of September 30, 2013	For the Year Ended September 30, 2014	For the Year Ended September 30, 2013
Medicaid	71%	68%	72%	70%
Medicare and managed care	10	10	10	12
Private*	19	22	18	18
	100%	100%	100%	100%

*including pending Medicaid patients

Average occupancy was 97% for each of the years ended September 30, 2014 and 2013.

Community Contributions - Contributions are defined as voluntary, nonreciprocal transfers. Unrestricted and unconditional contributions are recognized as support when received or pledged, if applicable.

Income Taxes - The Home is tax-exempt under Section 501(c)(3) of the Internal Revenue Code and is not subject to federal or state income taxes. The Home's tax returns for the years ended September 30, 2011 through 2014 are subject to examination by the Internal Revenue Service (IRS) and the State of Connecticut.

Subsequent Events - In preparing these financial statements, management has evaluated subsequent events through January 19, 2015, which represents the date the financial statements were available to be issued.

NOTE 3 - FAIR VALUE MEASUREMENTS

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 Home 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.

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

The asset's or liability's fair value measurement level 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.

Financial Instruments Measured at Fair Value - The following is a description of the valuation methodologies used for financial instruments measured at fair value:

Beneficial Interest in Net Assets of Foundation and Auxiliary Organizations - Beneficial interests in net assets held by the Foundation and Auxiliary organizations are valued at the present value of the future distributions expected to be received over the term of the agreement, which is measured by the fair values of the underlying assets. The Home cannot access assets in the Foundation and Auxiliaries. These assets totaled $18,768,611 and $23,140,047 at September 30, 2014 and 2013, respectively, and are Level 3 assets in the fair value hierarchy.

There have been no changes in the methodologies used at September 30, 2014 and 2013.

NOTE 3 - FAIR VALUE MEASUREMENTS (Continued)

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Home believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The table below sets forth a summary of changes in the fair value of the Home's Level 3 assets for the years ended September 30, 2014 and 2013:

	Beneficial Interest in Net Assets of Foundation and Auxiliary Organizations
Balance - September 30, 2012	$ 18,331,985
Increase in beneficial interest	4,808,062
Balance - September 30, 2013	23,140,047
Decrease in beneficial interest	(4,371,436)
Balance - September 30, 2014	$ 18,768,611

Financial Instruments Not Measured at Fair Value - The carrying amounts of cash and cash equivalents, accounts receivable, bond escrow, accounts payable and accrued taxes, expenses and other liabilities, and notes payable approximate their fair value because of the short-term nature of these instruments.

The fair value of bonds payable as of September 30, 2014 approximates the total outstanding principal balance. The method used to determine the fair value of bonds payable is quoted prices for similar debt instruments, which represent Level 2 inputs in the fair value hierarchy.

There have been no changes in the methodologies used at September 30, 2014 and 2013.

NOTE 4 - DEFERRED FINANCING COSTS

Deferred financing costs at September 30, 2014 represent costs incurred in connection with the City of Bridgeport tax-exempt bonds. These costs are being amortized on a straight-line basis over the life of the corresponding debt agreements. Deferred financing costs at September 30, 2013 represented costs incurred in connection with the commercial note payable and were fully amortized at September 30, 2013.

NOTE 4 - DEFERRED FINANCING COSTS (Continued)

Deferred financing costs consisted of the following at September 30, 2014 and 2013:

	2014	2013
Deferred financing costs	$ 1,053,769	$ 103,438
Less accumulated amortization	(17,563)	(103,438)
Deferred Financing Costs, Net	$ 1,036,206	$ -

Amortization expense included in interest and amortization in the accompanying statements of activities and changes in net assets was $17,563 and $6,214 for the years ended September 30, 2014 and 2013, respectively. Expected amortization of deferred costs for each of the next five years is $42,151 per year.

NOTE 5 - DEFERRED COMPENSATION OBLIGATION

The Home's deferred compensation obligation is based on a discount rate of 6-1/2%, of payments to be made to the former President over a 15-year period, beginning in fiscal year 2003. As of September 30, 2014 and 2013, the obligation amounted to $244,146 and $328,455, respectively.

NOTE 6 - NOTES PAYABLE

Notes payable as of September 30, 2014 and 2013, consist of the following:

	2014	2013
First term loan in the amount of $3,000,000, payable in monthly installments of $19,225, including interest at 4.0, compounded monthly through December 2015, secured by the building and its related assets	$ 2,107,109	$ 2,366,635
Second term loan in an amount up to $2,000,000, payable in monthly installments of $11,881, including interest at 4.0%, compounded monthly through February 2015, secured by the building and its related assets	1,436,292	1,636,196
	3,543,401	4,002,831
Less current portion	1,585,434	214,926
Total Notes Payable - Long Term	$ 1,957,967	$ 3,787,905

Future maturities for the notes payable as of September 30, 2014 are $1,585,434 and $1,957,967 for the years ending September 30, 2015 and 2016, respectively.

NOTE 6 - NOTES PAYABLE (Continued)

Revolving Line of Credit - The Home had an available bank line of credit of $800,000 that expired February 28, 2014. There was no outstanding balance at September 30, 2014.

Letter of Credit - The Home has a standby letter of credit for $700,000 that expires on April 28, 2015. There were no outstanding letters of credit at September 30, 2014.

NOTE 7 - BONDS PAYABLE

On April 29, 2014, the Home obtained $62,000,000 of City of Bridgeport tax-exempt bonds from People's United Bank to develop and construct a new campus on Park Avenue for a total estimated cost of $97,000,000. The Home had commitments with contractors for approximately $72,000,000 at September 30, 2014. The new campus is expected to be completed in spring 2016 and will house all operations of the Home and the Foundation. The bonds consist of Senior Living Facility Revenue Bonds, Series 2014A (Series A) in the principal amount of $55,500,000 and Senior Living Facility Revenue Bonds, Series 2014B (Series B) in the principal amount of $6,500,000. The Series A bonds mature on May 1, 2041 and the Series B bonds mature on May 1, 2026. Quarterly interest payments commenced May 29, 2014 at the Bank Rate as defined in the agreement, which was 1.68% at September 30, 2014, and quarterly principal payments will commence July 20, 2016. The bonds are secured by all tangible assets, leases and revenues of the Home, as well as Foundation pledges until one year of stabilization is reached.

As discussed in Note 2, the Home has interest rate swap agreements with Peoples United Bank. The original notional values of the swaps were $55,500,000 and $6,500,000. The swap agreements provide the Home with interest rate protection for its City of Bridgeport tax-exempt variable rate bonds. The Home agrees to pay Peoples United Bank fixed rates of 2.67% for the Series A bonds and 2.38% for the Series B bonds in exchange for receiving a floating variable rate. The fixed rates include a termination fee equal to 0.145% for the Series A bonds and 0.05% for the Series B bonds, which will enable the Home to terminate the swaps at any time on or after May 1, 2023 without making termination payments. The interest rate swap agreements do not contain any mark-to-market provisions.

Principal payments due on the bonds payable are expected to be as follows:

Year Ending September 30	
2015	$ -
2016	593,333
2017	1,805,000
2018	1,883,333
2019	1,968,334
Thereafter	55,750,000
	$ 62,000,000

NOTE 7 - BONDS PAYABLE (Continued)

The bonds payable are subject to certain financial covenants to be tested on an annual basis, including a debt service coverage ratio of at least 1.10, and days cash on hand of at least 65 days.

A bond escrow was established and will decrease as the funds are drawn for the project. The Home had total draws of $3,550,184 on the tax-exempt bonds as of September 30, 2014. As of September 30, 2014 and 2013, the Home had incurred approximately $17.2 million and $3.5 million, respectively, in costs related to this project, which are included in construction in process on the accompanying statements of financial position.

NOTE 8 - COMMITMENTS

The Home has entered into an agreement with an unrelated third-party to sell the existing campus for $16,500,000 once construction is complete and all operations have been moved to the new campus.

Leases - The Home leases property from One Post Road Fairfield, LLC, for its Adult Daycare and Outpatient Programs under an operating lease expiring August 31, 2019. Rent expense under this lease totaled $361,457 and $392,082 for the years ended September 30, 2014 and 2013, respectively.

The Home leases office equipment, office and medical space and an automobile under operating leases that expire in 2019. Rental expense under these leases totaled $90,171 and $55,069 for the years ended September 30, 2014 and 2013, respectively.

Future minimum lease payments under operating leases that have remaining terms in excess of one year are as follows:

Year Ending September 30	
2015	$ 314,425
2016	305,699
2017	305,858
2018	318,790
2019	245,232
Total Minimum Lease Payments	$ 1,490,004

NOTE 9 - BENEFIT PLANS

Pension Plan - The Home has a noncontributory defined benefit pension plan covering all eligible employees as of September 30, 2004, the date the plan was frozen and all benefit accruals ceased. The benefits are based upon years of service, and employees were fully vested in the company match and contribution after five years of service.

GAAP requires companies to record a liability on the statements of financial position for the underfunded portion of postretirement plans, defined as the amount by which the projected benefit obligation exceeds the fair value of plan assets.

The Home's funding policy is to make the minimum annual contributions required by applicable regulations. Contributions are intended to provide not only for benefits attributable to service to date, but also for those expected to be earned in the future.

The following table sets forth further information about the Home's defined benefit pension plan as of and for the years ended September 30, 2014 and 2013:

	2014	2013
Funded status	$ (2,728,915)	$ (2,028,060)
Benefits paid	(503,055)	(565,363)
Employer contributions	330,000	423,000

Amounts recognized in the statements of financial position at September 30, 2014 and 2013, consist of the following:

	2014	2013
Pension Liability	$ (2,728,915)	$ (2,028,060)

Amounts previously recognized in changes in unrestricted net assets consist of the following:

	2014	2013
Net Loss	$ 4,575,445	$ 3,825,340

The accumulated benefit obligation was $6,183,622 and $5,374,461 at September 30, 2014 and 2013, respectively.

NOTE 9 - BENEFIT PLANS (Continued)

The following table details information for pension plans with an accumulated benefit obligation in excess of plan assets at September 30, 2014 and 2013:

	2014	2013
Projected benefit obligation	$ 6,183,622	$ 5,374,641
Accumulated benefit obligation	6,183,622	5,374,641
Fair value of plan assets	3,454,707	3,346,581

Other changes in plan assets and benefit obligations recognized in the statements of activities and changes in net assets consisted of the following for the years ended September 30, 2014 and 2013:

	2014	2013
Net periodic benefit cost	$ 280,750	$ 209,992
Net loss	1,035,389	894,116
Amortization of net loss	(285,284)	(195,942)
Change in pension liability	750,105	698,174
Total Recognized in Net Periodic Benefit Cost (Salaries and Benefits) and Change in Pension Liability	$ 1,030,855	$ 908,166

The estimated net loss that will be amortized from changes in unrestricted net assets into net periodic benefit cost in 2015 has not yet been determined.

Assumptions used in determining the obligation and the net periodic costs of the defined benefit plan were as follows:

	2014	2013
Weighted-average assumptions:		
Discount rate as of end of year	4.20%	4.85%
Expected return on plan assets for the year	8.00%	8.00%

NOTE 9 - BENEFIT PLANS (Continued)

The Home's pension plan weighted-average asset allocations at September 30, 2014 and 2013, by asset category are as follows:

	2014	2013
Cash	7%	4%
Equity securities	1	4
Mutual funds	89	86
Debt securities	2	4
Other	1	2
Total	100%	100%

The expected rate of return on pension plan assets is determined by those assets' historical long-term investment performance, current asset allocation and estimates of future long-term returns by asset class.

The Home's investment strategy is based on an expectation that equity securities and mutual funds will outperform debt securities over the long term. Accordingly, the asset allocation strategy target allocation is 55% equity, 30% fixed income and 15% other. The strategy utilizes actively managed U.S. equity securities and investment grade debt securities (which constitute 80% or more of debt securities) with lesser allocations to high-yield and international debt securities that are benchmarked against indices.

The Home attempts to mitigate investment risk by rebalancing between debt and equity classes as the Home's contributions and monthly benefit payments are made. Although changes in interest rates may affect the fair value of a portion of the investment portfolio and cause unrealized gains and losses, such gains or losses would not be realized unless the investments are sold.

Estimated Future Benefit Payments - The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid:

2015	$ 590,000
2016	174,000
2017	339,000
2018	263,000
2019	366,000
2020-2024	1,789,000

Expected Cash Flow - The minimum funding requirement for fiscal 2014-15 is expected to be approximately $376,000.

NOTE 9 - BENEFIT PLANS (Continued)

The following tables set forth by level, within the fair value hierarchy, the Home's defined benefit plan assets at fair value as of September 30, 2014 and 2013:

Fair Value Measurements at September 30, 2014				
Asset Class	**Total**	**Level 1**	**Level 2**	**Level 3**
Cash equivalents	$ 249,754	$ 249,754	$ -	$ -
Equities - common stocks	24,715	24,715	-	-
Mutual funds	3,073,948	3,073,948	-	-
Fixed income:				
Government	49,990	49,990	-	-
Corporate	12,180	-	12,180	-
Other	44,120	-	44,120	-
Total	$ 3,454,707	$ 3,398,407	$ 56,300	$ -

Fair Value Measurements at September 30, 2013				
Asset Class	**Total**	**Level 1**	**Level 2**	**Level 3**
Cash equivalents	$ 121,845	$ 121,845	$ -	$ -
Equities - common stocks	131,158	131,158	-	-
Mutual funds	2,866,176	2,866,176	-	-
Fixed income:				
Government	47,192	47,192	-	-
Corporate	113,910	-	113,910	-
Other	66,300	-	66,300	-
Total	$ 3,346,581	$ 3,166,371	$ 180,210	$ -

Employee 401k Plan - The Home maintains a defined contribution plan. Employee contributions under the plan are determined by the participating employees, subject to certain IRS limitations, and the Home matches employee contributions at a rate of 50%, up to a maximum of 4% of compensation. The Home also offers a discretionary profit-sharing contribution. The Home's contribution expense totaled $602,543 and $572,888 for the years ended September 30, 2014 and 2013, respectively.

NOTE 10 - CONCENTRATION OF CREDIT RISK

The Home grants credit without collateral to its residents, most of whom are local residents, and some are funded under third-party payor agreements. The mix of gross receivables at September 30, 2014 and 2013, was as follows:

	2014	2013
Medicare	14%	13%
Medicaid	31	35
Private pay and other*	55	52
	100%	100%

*including pending Medicaid patients

NOTE 11 - BENEFICIAL INTEREST IN NET ASSETS OF FOUNDATION AND AUXILIARY ORGANIZATIONS

In accordance with GAAP, the Home recognizes in its financial statements its financial interrelationship with the Foundation and Auxiliaries.

Summarized financial information of the Foundation and Auxiliaries at and for the years ended September 30, 2014 and 2013, was as follows:

	2014	2013
Total Assets	$ 20,783,269	$ 23,797,864
Total Liabilities	$ 2,014,658	$ 657,817
Net Assets:		
Unrestricted	$ 2,219,103	$ 3,192,987
Temporarily restricted	5,930,685	6,873,265
Permanently restricted	10,618,823	13,073,795
Total Net Assets	$ 18,768,611	$ 23,140,047

NOTE 11 - BENEFICIAL INTEREST IN NET ASSETS OF FOUNDATION AND AUXILIARY ORGANIZATIONS (Continued)

	2014	2013
Revenues, gains (losses) and support:		
Operating income	$ 4,173,265	$ 6,246,001
Investment gain, net	1,317,023	1,173,187
Change in value of split-interest agreements	13,928	(26,472)
Other revenues	4,022	19,057
Total revenues, gains and support	5,508,238	7,411,773
Total expenses	9,879,674	2,603,711
(Deficit) Surplus of Revenues, Gains and Support over Expenses	$ (4,371,436)	$ 4,808,062

NOTE 12 - TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets as of September 30, 2014 and 2013, consisted of $5,930,685 and $6,873,265 of beneficial interest in net assets of Foundation and Auxiliary organizations, respectively, and $8,739,771 and $-0- restricted for capital purposes, respectively.

NOTE 13 - RELATED-PARTY TRANSACTIONS

The Home is reimbursed annually for salaries and expenses, to the extent applicable, by the Foundation and the Auxiliaries. Reimbursements from the Foundation and Auxiliaries for the years ended September 30, 2014 and 2013, amounted to approximately $334,000 and $425,000, respectively.

During the years ended September 30, 2014 and 2013, the Foundation and Auxiliary organizations made contributions to the Home of $9,134,199 and $1,787,811, respectively, of which $149,999 and $160,530, respectively, represent revenues related to the Elder Abuse Prevention Program and are included in community services revenues on the statements of activities and changes in net assets.

The Home also receives a fee for providing billing services for Geriatric Professional Group, LLC (GPG), which provides physicians' services to residents of the Home. The Home had revenues from GPG of approximately $131,900 and $21,500 during the years ended September 30, 2014 and 2013, respectively. Amounts due to the Home from GPG at September 30, 2014 and 2013, are reflected in prepaid expenses and other assets in the accompanying statements of financial position and amounted to approximately $3,400 and $1,200, respectively.

NOTE 14 - CLASSIFICATION OF EXPENSES

The following schedule reflects the Home's classification of expenses by program for the years ended September 30, 2014 and 2013:

	2014	2013
Resident care and services	$ 35,243,714	$ 35,358,832
Adult day care	995,882	1,014,383
Other community services	6,178,252	5,143,087
Management and general	7,947,090	6,971,861
Total Expenses	$ 50,364,938	$ 48,488,163

NOTE 15 - CASH FLOWS

Additional Cash Flow Information - The Home paid cash for interest of $170,120 and $176,058 during the years ended September 30, 2014 and 2013, respectively.

Noncash Financing Activities - During the year ended September 30, 2014, the Home obtained $62,000,000 of tax-exempt bonds payable and established a bond escrow.

NOTE 16 - HEALTH CARE INDUSTRY

The healthcare 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, government healthcare 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 healthcare providers. Violations of these laws and regulations could result in expulsion from government healthcare programs together with the imposition of significant fines and penalties, as well as significant repayments for patient services previously billed. Management believes that the Home is in compliance with fraud and abuse regulations, 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.

NOTE 17 - SUBSEQUENT EVENT

Subsequent to year-end, the Boards of Directors of the Home and the Foundation discussed the possibility of a merger of the two organizations. The merger is planned to be effective on January 31, 2015.

MEMBER ACKNOWLEDGEMENT

In compliance with § 17b-522 of Connecticut General Statutes, a person signing a continuing care contract must be informed that:

- **such a contract is a financial investment and such investment may be at risk;**
- **the Provider's ability to meet its contractual obligations under such contract depends upon its financial performance;**
- **it is advisable to consult an attorney or other professional experienced in matters relating to investments regarding continuing care facilities prior to signing a continuing care contract;**
- **the Department of Social Services does not guarantee the security of such investments**

I have received and reviewed a copy of the Disclosure Statement and a copy of the Member Agreement for The SENIOR CHOICE CONTINUING CARE AT HOME Program prior to execution of the contract or the transfer of any money or other property to the Provider.

______________________________ Prospective Member Name (Print)	______________________________ Prospective Member Signature Date
______________________________ Legal Representative, if applicable (Print)	______________________________ Legal Representative Signature Date

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Legal Firm or Legal Representative Name, Address, Phone (Print)