

FILED
Commonwealth of Virginia
State Corporation Commission
Bureau of Insurance
January 31, 2022
Commissioner of Insurance
BY: Natalia I. Greco

EARLY ADVANTAGE PROGRAM



2022 Disclosure Statement

**Disclosure Statement
of
Westminster-Canterbury on
Chesapeake Bay
for
Early Advantage Program at
Westminster-Canterbury**

As submitted to
The Commonwealth of Virginia
State Corporation Commission
Bureau of Insurance
January 31, 2022

The filing of this Disclosure Statement with the State Corporation Commission does not constitute approval, recommendation, or endorsement of the facility by the State Corporation Commission.

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Tab 1
Mission Statement
and Disclosure
Statement



We are a faith-based organization created by the Episcopal and Presbyterian churches to serve older adults of all beliefs, their families, and the broader community.

Our Mission Statement

Creating community to foster joy and well-being.

Organizational Values

We achieve *excellence* by giving and expecting:

RESPECT for each person

PASSION for what we do

PROFESSIONALISM in all we do

A.1. COMMUNITY-BASED CONTINUING CARE PROVIDER

Westminster-Canterbury on Chesapeake Bay (Westminster-Canterbury) is a non-profit, non-stock corporation formed pursuant to the provisions of the Virginia Non-Stock Corporation Act, as Codified in Title 13.1 of the Code of Virginia of 1950, as amended.

The registered agent for Westminster-Canterbury on Chesapeake Bay is:

Hugh L. Patterson
Wilcox and Savage, PC
440 Monticello Ave., Suite 2200
Norfolk, VA 23510

A.2. OWNERSHIP OF CBCC PROVIDER

Westminster-Canterbury on Chesapeake Bay is a Virginia non-stock, not-for-profit corporation that was founded in 1982 and has been in continuous existence since that time. Its affairs are administered through a Board of Trustees, all of whom serve as volunteers. All of the land and buildings that constitute the community are located at the below address and are owned by the provider.

A.3. LISTING OF CCRC FACILITIES OWNED BY PROVIDER

**Westminster-Canterbury on Chesapeake Bay
3100 Shore Drive
Virginia Beach, VA 23451
Independent Living Occupancy – 91.4 Percent
Total Liquid Assets – \$46,307,767**

Westminster-Canterbury also owned and operated the Ballentine Home, an Assisted Living Community in Norfolk, Virginia, which was sold to an unrelated party on March 5, 2012.

A.4. OFFICERS, DIRECTORS, TRUSTEES, MANAGING AND GENERAL PARTNERS, AND CERTAIN PERSONS WHO HOLD EQUITY OR BENEFICIAL INTEREST

A. The Trustees of the provider are elected as a self-perpetuating board:

1. Episcopalian Trustees

Dr. Townsend Brown, Jr., DDS PC
Mr. George L. Compo
Mr. Charles D. Robinson, III
Mr. Dennis G. Manning
Mr. Richard C. Burroughs
Mrs. Lisa B. Smith
Mr. Elwood B. Boone III
Dr. Armistead Williams

2. Presbyterian Trustees

Mr. George Wong
Mr. John D. Cavanaugh, CPA

The Rev. Albert G. Butzer, III
Mr. Richard B. Thurmond
Mrs. Katherine C. Willis
Mr. Ronald Ripley
Mr. Thomas Clinton Damuth

3. The Officers of the provider are:

Chair:	Mr. Richard B. Thurmond
Vice Chair:	Mrs. Lisa Smith
Secretary:	Mr. Richard Burroughs
Treasurer:	Mr. John D. Cavanaugh, CPA
President & CEO	Mr. J. Benjamin Unkle, Jr.
Senior Vice President of Health and Innovation and Assistant Secretary	Dr. Victoria Crenshaw
Chief Financial Officer and Assistant Treasurer:	Mr. David B. Myers

A5a Give a description of any business experience in the operation or management of similar facilities and community-based continuing care programs.

1. The Provider:

Westminster-Canterbury has owned and operated the life plan/continuing care retirement community located at 3100 Shore Drive since it began operating in 1982. Westminster-Canterbury also owned and operated the Ballentine Horne, an Assisted Living Community in Norfolk, Virginia, which was sold to an unrelated party on March 5, 2012.

2. Trustees:

Richard “Dick” Thurmond is Chairman of the Board of Howard Hanna William E. Woods, the number one real estate organization in Southeastern Virginia. He currently serves as Chairman of the Board of Trustees for Westminster-Canterbury, and also served on the Westminster-Canterbury Foundation for two terms and is a past Board Chair of the Foundation. Mr. Thurmond received his Bachelor of Science in Marketing from Old Dominion University. He is a certified Real Estate Brokerage Manager and Graduate, Realtors Institute. Mr. Thurmond serves or has served as Director of TowneBank, President Real Estate Information Network (REIN), Director for Tidewater Association of Realtors and Virginia Association of Realtors, Board of Directors for the Chesapeake Bay Academy, Chairman of the Old Dominion University Annual Fund, Chairman of the Armed Forces Committee Hampton Roads Chamber of Commerce - Norfolk Division, Director Virginia Peninsula Economic Development, member and Director of Cape Henry Rotary Club, volunteer and fundraiser for Equi kids Therapeutic Riding Program and Elder of Bayside Presbyterian Church.

Lisa B. Smith, Esq. serves as a community volunteer in South Hampton Roads. She has served as a Board of Director for a number of nonprofits including, but not limited to Access College Foundation, the Chrysler Museum, Smart Beginnings South Hampton Roads, the Norfolk Forum, CHKD’s Child Abuse Development Board and the YMCA. She currently serves as Vice Chairman on the Board of Trustees of Westminster-Canterbury. In 2014, Ms. Smith was appointed to the Old Dominion University Board of Visitors by Governor Terry McAuliffe where she serves as Vice Rector. Prior to moving to this area, Ms. Smith spent nearly twenty years as an attorney in the telecommunications industry. She has worked as Senior Regulatory Counsel for MCI Corporation for 8 years where she focused her efforts on federal and state telecommunications public policy and as Senior Advisor to the Federal Communications Commission Commissioner.

Richard Burroughs, Secretary of the Board of Trustees for Westminster-Canterbury, spent more than 45 years in the

Commercial Real Estate Market working for Harvey Lindsey. He served in several roles with the company including President and Vice Chairman. Mr. Burroughs also served in the U.S. Navy. He is a graduate of Norfolk Academy and received his Bachelor of Arts degree from Washington and Lee. Mr. Burroughs has served on several boards including the Westminster-Canterbury Foundation Board as well as the Norfolk Academy Board of Directors. He has also been a Senior Warden for Galilee Episcopal Church in Virginia Beach.

John D. Cavanaugh, is Partner and co-founder of Cavanaugh Nelson PLC and a graduate of Virginia Tech. He serves as Treasurer on the Board of Trustees of Westminster-Canterbury. Mr. Cavanaugh helped form Cavanaugh Nelson in January 2000 after twenty years “Big Four” experience, the last eight of which he served as a partner in the Norfolk office of Price Waterhouse. John’s experience includes providing audit and management advisory services to private companies, financial institutions, healthcare entities, and non-profit organizations primarily located in the mid-Atlantic region. In addition to John’s client services experience, he serves or has served on the Board of Directors of the Westminster Canterbury on the Chesapeake Bay, the Boys and Girls Clubs of South Hampton Roads, the Economics Club of Hampton Roads (co-Founder), the Virginia Chapter of the American Heart Association, the ODU Center for Economic Education, the Greater Norfolk Corporation, and as a member of the Advisory Boards of the Virginia Tech Department of Accounting and the Old Dominion University College of Business and Public Administration. In addition to John's business and civic affiliations, he has served on the Board of Directors of the Norfolk Yacht and Country Club, the Cedar Point Club and the Town Point Club. John is also a member of the AICPA and VSCPA.

Dr. Townsend Brown, Jr. is a native of Virginia Beach, and graduated from Washington and Lee University and Georgetown University School of Dentistry. Upon graduating, he served in the U.S. Navy Dental Corps in Norfolk, Virginia, and aboard the USS Nimitz. He completed his specialty training at the Medical College of Georgia School of Dentistry in Augusta, Georgia. Prior to Dr. Brown’s retirement, Dr. Brown practiced Pediatric Dentistry in Virginia Beach since 1981. He became Board Certified in Pediatric Dentistry in 1986. Dr. Brown serves as the Division Director of Dentistry at the Children’s Hospital of the King’s Daughters, Norfolk, Virginia. He also serves as an Assistant Professor of Pediatric Dentistry at MCV School of Dentistry, Richmond, Virginia.

The Reverend Albert G. Butzer III grew up in a Presbyterian family in Buffalo, New York, where his grandfather was a minister, his father an elder in the church, and his mother the music teacher in the church's weekday nursery school. A graduate of Tufts University near Boston, Al holds two degrees from Princeton Theological Seminary. Over the course of a forty-year career, he served four congregations, most recently at First Presbyterian Church Virginia Beach from 2007 until his retirement in 2018. Al was elected the 1992 Moderator of Chicago Presbytery and has served three times as a commissioner to the General Assembly of the Presbyterian Church. He is the author of two books of sermons, *Tears of Sadness; Tears of Gladness* (2001) and *Choosing to be Grateful* (2016), as well as a number of published essays. In retirement, Al and his wife Betsy enjoy spending time aboard their sailboat, *Joyful Joyful*, with the Chesapeake Bay as their cruising grounds and its beautiful shorelines and wildlife as subjects for Al's keen interest in photography. The Butzers have two married daughters and five grandchildren. In addition to volunteering at WCCB, where his trustee duties include chairing the Resident Relations Committee, Al is also a director for the Tidewater Chapter of the Virginia Center for Inclusive Communities.

George L. Compo is President of Compo Construction Company in Norfolk. He received a Bachelor of Science degree in Building Construction from Virginia Tech University and has remained an avid Hokie fan. Mr. Compo serves on the Westminster-Canterbury Board of Trustees and is on the Virginia Tech construction school advisory board. He is also the state chair for the Association of General Contractors.

Charles Robison, who goes by the nickname "Chick" is a retired Banker. He was a senior executive with R/E Finance. Chick is a graduate of Hampden-Sydney College as well a graduate of R/E School of Finance through the American Bankers Association. He has served on the Board of Norfolk Botanical Garden as well as been Chairman of the Norfolk Wetland Board. Chick is also a member of the Norfolk Rotary Club.

Dennis Manning is the Headmaster of Norfolk Academy. He is only the third person to hold that position since the end of the Second World War. Mr. Manning received both his Bachelor degree and his Masters from Wake Forest University. Mr. Manning has served on the Wake Forest University Board of Visitors and the Virginia Association of Independent Schools Board of Directors. He is past President of the Norfolk Forum. He also serves on the Smithsonian Libraries Advisory Board as well as the Southern Association of Independent Schools among others.

Dr. George Wong is a Clinical Instructor of Family Medicine and Assistant Professor of Clinical Family and Community Medicine at Eastern Virginia Medical School. Since 1981 he has also been with Sentara Bayside Family Practice as well as the Team Physician for Bayside High School. He was recently named the Medical Director at Virginia Wesleyan University Student Health Clinic. Dr. Wong is very involved in the Hampton Roads community having served on many boards including 38 years on the Chinese Community Association of Hampton Roads Board of Directors. He is also a Church Elder at Bayside Presbyterian. He joined the Westminster-Canterbury Board of Trustees in January 2018.

Katherine Willis is a principal and managing director of Palladium Registered Investments Advisors, a firm she helped found in early 2008 and that now manages more than \$2.2 billion in investments for families and businesses throughout the country. She is a graduate of Randolph College and earned her Chartered Financial Analyst designation in 1996. Katherine is an Elder at First Presbyterian Church in Virginia Beach. She also serves on the Board of the Sandler Center Foundation for the Performing Arts, is a Trustee and Chair of Finance for Randolph College and is on the Advisory Board of TowneBank.

Elwood Bernard “Bernie” Boone III joined Sentara Healthcare on August 15, 2012 as the President of Sentara Virginia Beach General Hospital. Bernie joined the Board of Trustees of Westminster-Canterbury January 2020. Previously, he served as Chief Executive Officer of multiple hospitals over a 16-year career with Hospital Corporation of America (HCA) in Virginia, New Hampshire, and Texas. As President of Sentara Virginia Beach General Hospital, Mr. Boone has led the development of a master facility plan and secured a \$53 million capital investment to support expansion of Surgical Services and the opening of a new ICU. In partnership with the City of Virginia Beach, Mr. Boone oversaw the commencement of the VB Strong Center designed to provide support and resources to individuals impacted by the May 31, 2019 shooting at the Virginia Beach Municipal Center.

Ronald C. Ripley is President of Ripley Heatwole Company, Inc., a multifamily real estate and development firm with affiliates that include a Class-A General Contractor, Mortgage Banking Services, Property Management Services, and Telecommunications. Ronald Ripley is a Principal in RH Builders, Inc., a multifamily construction company; Virginia Financial Advisors, Inc., a commercial mortgage finance company; and TELCOM Systems, L.L.C., a telecommunication company. Mr.

Ripley entered the business in 1970 and has extensive experience in all facets of the multifamily real estate and development business from affordable family and senior housing to mixed-use luxury apartments. To date, the Ripley Heatwole Companies has developed over 5,300 multifamily housing units throughout the State of Virginia. Ronald Ripley is a graduate of Old Dominion University with a Bachelor of Science from the Darden College of Education. He also holds the professional appraisal designation of Senior Real Property Appraiser (SRPA) from the American Institute of Real Estate Appraisers.

Dr. Armistead Williams graduated from Princeton University and the University of Virginia Medical School. He performed a 2 year internal medicine residency at Medical College of Virginia and his Neurology Residency at the University of Virginia. He is certified by the American Board of Psychiatry and Neurology and the American Board of Electrodiagnostic Medicine. His area of interest includes stroke, dementia and general neurology. He is a member of the Sentara Medical Affairs Committee and is Stroke Director at Bon Secours DePaul Hospital.

Clint Damuth is President of Damuth Trane, a Chesapeake-based professional energy services company that specializes in providing building solutions to clients. He earned a B.A. from Virginia Tech and M.B.A. from Old Dominion University. He began his career with Damuth in the early '80s and after serving in several leadership roles was named President in 2000 and the Hampton Roads Trane Franchise Holder for Commercial Systems in 2016. Mr. Damuth has served in several roles with the Hampton Roads Chamber and currently serves on Admin Support and the Music Ministries at Bayside Presbyterian Church. Clint serves on the Southside Board of Old Point Bank, and has been a board member of the Academy of Music, LEAD Hampton Roads (LEAD Graduate Class of 2006), and served as President of the National Association of Trane Franchise Holders.

3. **Managing Officers:**

J. Benjamin Unkle, Jr. is President and CEO of Westminster-Canterbury, a developer/operator of senior living communities, and provider of back office support services to other senior living providers. Prior to joining Westminster-Canterbury, Mr. Unkle was Senior Vice President of Western Operations for Erickson Living, a national leader in senior housing and health care. Mr. Unkle had leadership responsibility for eight Continuing Care Retirement Communities in that position. The part of the organization under his charge had over \$200M in revenue. Prior to joining Erickson Living, Mr. Unkle practiced law with DLA Piper (formerly Piper & Marbury) headquartered in Baltimore, MD. He earned a B.A. degree in Government & Politics and his Juris Doctor, both with honors, from the University of Maryland.

Dr. Nancy Koury King is the President of Senior Options, LLC and Westminster-Canterbury at Home, LLC, both wholly owned subsidiaries of Westminster-Canterbury on Chesapeake Bay. Dr. King has over 30 years of health care leadership experience. Prior to joining Westminster-Canterbury on Chesapeake Bay, Dr. King served as the Senior Vice President of Resident Care for Sunrise Senior Living. Before that, Dr. King was the President of Senior Independence, now Ohio Living Home Health and Hospice. Dr. King has a Bachelor's Degree in Individual and Family Studies from Pennsylvania State University, a Masters in Social Administration from Case Western Reserve University, and a Doctorate of Management from the Weatherhead School of Management, Case Western Reserve University.

Dr. Victoria Crenshaw is Senior Vice President of Health and Innovation. She is the subject matter expert in all healthcare-related areas. She is developing innovative ways to drive the programs and processes on the Westminster-Canterbury campus and in our community. She has consistently led her teams to produce outstanding clinical outcomes with CMS 5 Star designation, employing cutting-edge benchmarking tools and strategies. Dr. Crenshaw is a Geropsychologist with a Master's Degree in Gerontology and a doctorate in Developmental Psychology with a concentration in Aging. She has an extensive healthcare clinical and operations background. She has served as the Vice President of a nationwide healthcare organization providing oversight to 126 skilled and assisted living centers in nine states. She also served as the Vice President of Programs and Services for the Alzheimer's Association, National Capital Division.

David B. Myers is the Chief Financial Officer and leads the financial aspects of the community. He is an accomplished and self-directed organizational leader with over 30 years of financial management experience in the senior living and healthcare industries. Prior to becoming the Chief Financial Officer in 2018, Mr. Myers served as the Controller of Westminster Canterbury for 17 years, providing his expertise in financial and operational management, corporate taxes and regulatory compliance, debt restructuring, and business process improvements. Prior to joining Westminster-Canterbury, Mr. Myers worked 10 years for Riverside Health System, a flagship regional medical system, in its long-term division as an Internal Auditor and Assistant Controller. Mr. Myers is a CPA and has a BS in Accounting from Pennsylvania State University.

A5b. Give the name and address of any professional service, firm, association, foundation, trust, partnership or corporation or any other business or legal entity in which such person has, or which has in such person, a 10 percent or

greater direct or indirect interest and which it is presently intended will or may provide goods, leases or services to the provider of a value of \$500 or more, within any year, including:

- (1) A description of the goods, leases or services and the probable or anticipated cost thereof to the provider;**
- (2) The process by which the contract was awarded;**
- (3) Any additional offers that were received; and**
- (4) Any additional information requested by the Commission detailing how and why a contract was awarded.**

None.

A5c. Give a description of any matter in which such person:

- (1) Has been convicted of a felony or pleaded *nolo contendere* to a criminal charge, or been held liable or enjoined in a civil action by final judgment if the crime or civil action involved fraud, embezzlement, fraudulent conversion or misappropriation of property or moral turpitude; or**
- (2) Is subject to an injunctive or restrictive order of a court of record, or within the past five years had any state or federal license or permit suspended or revoked as a result of an action brought by a governmental agency or department, arising out of or relating to business activity or health care, including without limitation actions affecting a license to operate a foster care facility, nursing home, retirement home, home for the aged or facility registered under this chapter or similar law as in another state; or**
- (3) Is currently the subject of any state or federal prosecution or administrative investigation involving allegations of fraud, embezzlement, fraudulent conversion, or misappropriation of property.**

None, to the best of our knowledge or belief.

A.6. AFFILIATIONS WITH RELIGIOUS, CHARITABLE OR OTHER NONPROFIT ORGANIZATIONS; TAX STATUS OF PROVIDER

Give a statement as to:

- a Whether the provider is or ever has been affiliated with a religious, charitable or**

- b. Other nonprofit organizations, the nature of any such affiliation, and the extent to which the affiliate organization is or will be responsible for the financial and contractual obligation of the provider.**

As previously noted, the corporation was founded by the Episcopal Diocese of Southern Virginia and the Presbytery of Eastern Virginia, Presbyterian Church (U.S.A.). Leaders of the two church bodies serve on the Board of Trustees but are not, and will not be in any way, legally responsible for the financial and contractual obligations of the provider.

- c. Any provision of the Federal Internal Revenue Code under which the provider is exempt from the payment of income tax.**

Westminster-Canterbury on Chesapeake Bay has been determined to be tax exempt and has such status under Section 501 (c) (3) of the Federal Internal Revenue Code.

A.7. SERVICES PROVIDED UNDER COMMUNITY BASED CONTINUING CARE CONTRACTS

Services under the Continuing Care program are provided under the concept of continuing care, which recognizes the needs of Members as varying along a continuum from active, independent living at home to increasing health care needs when services are needed or possibly a move to assisted living and/or nursing home care is necessary. To this end, the Community Services Member Agreement and a List of Service Providers for In-Home Services are included in this Disclosure Statement behind Tab 2.

Generally, the services provided under the Program are described below. All of the services listed below will be provided either by Westminster-Canterbury on Chesapeake Bay or by a credentialed provider that has been vetted for quality by Westminster-Canterbury on Chesapeake Bay.

IN-HOME SERVICES

In-Home Services are available upon request by Member through Westminster- Canterbury at Home at the then current resident rate with a three-hour minimum.

- **Home Health Care**- Non-Medicare covered home health services, including nursing or personal care provided by Licensed Practical Nurse, Registered Nurse or a Home Care Aide available at Westminster-Canterbury resident pricing with a three-hour minimum.
- **Home Care Aides**- For bathing, dressing, and grooming, as well as other Activities of Daily Living (ADL) functions available at resident pricing with a three-hour minimum.

- **Personal Emergency Response System**- A personal medical alert system available through Phillips Lifeline at Westminster-Canterbury pricing.

CAMPUS-BASED SERVICES

If the Member is no longer able to remain safely in their home, placement in an Assisted Living or The Hoy Health Care Center may be determined necessary by the Transitions Team. Member, or Member's designated representative will be consulted.

These services are available upon request. Residential care in Assisted Living or the Hoy Health Care Center will be available at the care option pursuant to the membership agreement selected.

- **Social, Educational, Recreational, Wellness and Cultural Programs On and Off Campus**- Members shall have access to all social, wellness, educational, recreational, and cultural programs and amenities on campus on the same basis as residents of Westminster-Canterbury. There shall be no fees for use of such on-campus services and amenities that are higher than the fees charged to residents. When such amenities and services are free of additional charge for residents, those services shall be free of additional fees for members.
- **Annual Wellness Visit**- Member may schedule an Annual Wellness Visit with Westminster-Canterbury's Licensed Nurse Practitioners at our campus clinic after Member's medical report has been submitted. This wellness visit will be covered by Medicare and Provider agrees to accept Medicare fees and only charge the co-pay required by law.
- **Urgent Care**- If Member elects to name a medical practitioner in the Westminster-Canterbury Clinic as their primary care provider; Member will have access to urgent care through the campus clinic during urgent care hours for immediate care of injuries or illnesses that do not require emergency room visits. Various insurances are accepted and costs are at current resident pricing.
- **Dining Services**- Members shall have access to all dining venues on the campus of Westminster-Canterbury and meal carry off campus at resident pricing.
- **Personal Training**- A one-time free fitness assessment with personal training on campus, provided by a professional, providing feedback with personal goal setting and an individualized exercise program.
- **Independent Living**- Independent Living accommodations are available on the campus of Westminster-Canterbury. Members who are approved for Independent Living can apply their Individual Membership Fees to the Entrance Fee for on-campus Independent Living under a new Residence and Services agreement pursuant to the Community Services Member Agreement option selected.

- **Assisted Living Facility**- When a Member requires more assistance than can be provided at Home but does not require hospitalization or nursing home care, and as determined by the Transitions Team, the Member will be admitted to Assisted Living and charged the rate pursuant to the Community Services Member Agreement option selected. Member will be responsible for any ancillary charges such as laundry, prescription drugs, medical supplies, telephone, television/cable or barber/beauty. During a stay in the Assisted Living Facility on the Westminster-Canterbury campus, Member's Early Advantage Monthly Fee will not be suspended for any days Member stayed on campus on a temporary basis, but will terminate when the Member is admitted on a permanent basis, at which time the then current published rates, discounted as per Agreement option selected, will be charged for services rendered. The Monthly Fee will not be suspended for any Medicare Covered stays. Member will have priority access to Assisted Living accommodations on the Westminster-Canterbury campus. Westminster-Canterbury will maintain sufficient accommodations in our Assisted Living Facility in accordance with state regulations to meet the reasonably anticipated needs of the Westminster-Canterbury population and Early Advantage Program at Westminster-Canterbury Members for Assisted Living Care. If no accommodation is available, Westminster-Canterbury will arrange for the Member's admission to another facility that can supply such care until an accommodation in our Assisted Living Facility becomes available. If this should happen, Member will be responsible for fees equal to those of the contract option they selected in their Community Services Member Agreement.
- **The Hoy Health Care Center**- If a Member requires 24-hour nursing services that cannot be provided at home and as determined by the Transitions Team, the Member will be admitted to the Hoy Health Care Center and charged the rate pursuant to the contract option selected. During a stay in The Hoy Health Care Center on the Westminster-Canterbury Campus, Member's Early Advantage Monthly Fee will not be suspended for any days the Member stayed on campus on a temporary basis, but will terminate when the Member is admitted on a permanent basis, at which time the then current published rates, discounted as per Agreement option selected, will be charged for services rendered. The Monthly Fee will not be suspended for any Medicare Covered stays. Member will be responsible for any ancillary charges such as laundry, prescription drugs, medical supplies, telephone, television/cable or barber/beauty. Member will have priority access to accommodations in The Hoy Health Care Center on the Westminster-Canterbury campus. Westminster-Canterbury will maintain sufficient accommodations in The Hoy Health Care Center in accordance with state regulations to meet the reasonably anticipated needs of the Westminster-Canterbury population and Early Advantage Program at Westminster-Canterbury Members for The Hoy Health Care Center. If no accommodation is available, Westminster-Canterbury will arrange for the Member's admission to another facility that can supply such care until an accommodation in The Hoy Health Care Center becomes available. If this should happen, Member will be responsible for fees equal to those of the contract option they selected in their Community Services Member

Agreement.

A.8. FEES REQUIRED OF MEMBERS

The fees are included in this Disclosure Statement. All Members are required to pay an initial Membership Fee and Monthly Fees as elected in the Community Services Member Agreement.

Membership Fees

Westminster-Canterbury offers several Membership Fee and Refund options, which are spelled out in the Community Services Member Agreement.

Each Member will pay in full a one-time Membership Fee to Westminster-Canterbury at the time the Community Services Member Agreement is signed. The Membership Fee received by the Provider may be used or applied to any corporate purpose of the Provider, whether or not directly related to this Agreement. An Administrative Fee in an amount equal to four percent (4%) of the Membership Fee is non-refundable after the Adjustment Period and will be retained by the Provider in accordance with the membership agreement.

Monthly Fees

Westminster-Canterbury offers several Monthly Fee options which are spelled out in the Community Services Member Agreement.

Members are billed monthly for monthly fees, any applicable co-payments, and for services received. Such bills shall be paid by the date due or they will be subject to a late charge of 1.5 percent (1.5%) per month for each month in arrears.

Provider is committed to providing Members with the quality services called for by this Agreement consistent with sound financial management. Member understands and agrees that the Monthly Fee may be increased by the Corporation from time to time, at its sole discretion, and that payment of the Monthly Fee, as adjusted, is an obligation under this Agreement. A written notice will be given to Members at least 60 days prior to the effective date of any increase in the Monthly Fee or any adjustment to ancillary services.

During a stay in the Assisted Living Facility or The Hoy Health Care Center on the Westminster-Canterbury Campus, Member's Early Advantage Monthly Fee will not be suspended for any days Member stayed on campus on a temporary basis, but will terminate when the Member is admitted on a permanent basis, at which time the then current published rates, discounted as per Agreement option selected, will be charged for services rendered. The Monthly Fee will not be suspended for any Medicare Covered stays. Members will be entitled to use all the amenities and services that Westminster- Canterbury residents enjoy while on campus on the same basis as Westminster- Canterbury residents. On campus services that are included in the residents monthly fees shall also be provided at no extra charge for Members while on campus. Meals will be available at discounted resident menu prices. No mandatory dining flex plan/meal plan or minimum dining usage shall

be required of Members.

Health Care Center Charges:

Generally, the charges for The Hoy Health Care Center, Clinic, and some limited nursing care services provided to a Member are covered by Medicare, Blue Cross/Blue Shield, or some other third party insurer of the Member. In those limited instances where some of the charges are not covered by such third parties, the Member shall be responsible for the payment of those charges not otherwise covered. Those health services charges that are set by the provider in the Community Services Member Agreement (e.g. Assisted Living services and The Hoy Health Care Center room charges, meal charges, and health care services provided by employees of the provider) may be adjusted by the provider from time to time by giving sixty (60) days prior notice of such charges. Health care charges are not “periodic charges” or “recurring fees” since they are not incurred regularly, and their amount and duration are highly dependent upon the medical needs of the Member.

A.9. RESERVE FUNDING

A debt service reserve fund with an amount in excess of the maximum annual debt service (principle and interest payments) on the Series 1999A, 2004A, 2004B, and 2005 bonds was required to be held in trust by U.S. Bank. As these bonds were paid in full during the 2015 fiscal year, the debt service reserve fund was no longer required and therefore had a zero (0) balance as of September 30, 2015.

A.10 CERTIFIED FINANCIAL STATEMENTS

A. The Consolidated Financial Statements and Other Financial Information of Westminster-Canterbury for the years ended September 30, 2019 and 2020 with the Independent Auditors’ Report are attached behind Tab 4.

A.11 ENROLLMENT CRITERIA

New Members must be at least 62 years of age. New Members must meet the following general and specific physical and mental criteria:

A. General Criteria for Independent Living:

One must be able to perform without assistance from others all activities of daily living, including the ability to provide own nourishment, negotiating all other necessary areas of their home, and functioning within their environment safely.

B. Specific Criteria for Independent Living - Members Must:

1. Be able to provide own nourishment.

2. Be able to operate the washers and dryers. Private domestic help may be hired if this is by choice and not necessity in adherence with Westminster-Canterbury's policies.
3. Attend to light housekeeping such as making a bed, washing dishes, keeping apartment tidy, keeping refrigerator content "current" and not overloaded. Residents may hire domestic help for these services at their own expense in adherence with Westminster-Canterbury's policies, if by choice and not necessity.
4. Dress appropriately and be able to maintain their personal hygiene at a socially acceptable and healthy level.
5. Make provision for their own transportation.
6. Handle their own business affairs or make provision for proper handling.
7. Be in physical and mental condition which would normally enable them to initiate emergency help if needed in their homes, and to react promptly and intelligently to fire alarms or other disaster signals.
8. Be able to use kitchen equipment intelligently and safely.
9. Be able to use home facilities without extensive physical changes.
10. Maintain reasonable mental, physical, and emotional behavior appropriate when within community living space. Examples of inappropriate behavior would be: knocking on a neighbor's door in the middle of the night for a non-emergency, or excessive calling on neighbors for help.
11. Be able to negotiate their home and campus adequately, managing steps/elevators, doors and other customary environmental barriers.
12. Be mentally capable of keeping abreast of rules and regulations of the program with respect to safety, security, and other necessary directives.
13. Be continent of bowel and bladder.
14. Not have a high risk of early or prolonged need for health care services as judged by evaluation of medical reports and examinations.
15. Display compatibility when in communal living spaces.

Additionally, new Members must demonstrate the financial wherewithal to provide the following sums:

- a. Entrance Fee.

b. Monthly Fee.

It is the policy of Westminster-Canterbury to consider all age eligible applicants for the program without regard to race, sex, religion, national origin, marital status, sexual orientation, or disability.

Applicants must have submitted all application forms, which include general, medical, insurance and confidential financial information. Application forms, medical records and the results of the pre-admission assessment are reviewed by the admissions team for admission eligibility. The applicable forms are located behind Tab 3.

A.12. PROVISION OF SERVICES TO NON-MEMBERS

Westminster-Canterbury on Chesapeake Bay does not provide services to non-members; therefore, there are no policies to reference.

A.13. PROCEDURE FOR MEMBER TO FILE A COMPLAINT OR DISCLOSE A CONCERN

Below is a copy of a form that is completed by each Member upon membership to the Early Advantage Program at Westminster-Canterbury. The form is an acknowledgment of the resident's receipt of The Resident Bill of Rights (Form in Tab 3) and of the Member's understanding of the grievance procedure. The Bill of Rights is posted within the community and a review is held annually. Members are invited to attend this review. In addition, copies of The Bill of Rights are available to everyone in our Library.

Members are also encouraged to communicate grievances and concerns. There are several avenues through which this can occur: i.e., one-to-one conversation with a staff member, Resident committees, Resident Association, and the Resident Relations Committee of the Board of Trustees.

Should a Member wish to disclose a concern or voice a complaint, the Member is encouraged to do so by directly presenting the issue to Resident Services, or if so desired, to Administration. If the Member does not believe the concern or complaint has been satisfactorily addressed, he or she has the right to appeal by utilizing Westminster-Canterbury's two level appeals process as described below.

A Member or Member's Designated Representative has the right to appeal a decision related to services or facility placement. The family of a Member may advocate for or may encourage the Member to appeal, but cannot themselves appeal, except in the case where the Family Member has been appointed the Member's Designated Representative. Resident Services may act as an advocate for the Member or may facilitate the appeal, but cannot without the support of the Member.

APPEAL PROCESS - LEVEL I

If the resident and/or the family representative objects to the decision of the committee, a notice of appeal may be filed in writing within three (3) business days after receipt of the committee's decision with the Vice President of Resident and Health Operations. The Vice President of Resident and Health Operations will review all pertinent information and confer with the members of the committee, the Medical Director, a representative of the resident and legal counsel for Westminster-Canterbury as necessary in reaching a decision in this matter. The Vice President of Resident and Health Operations will render a decision within three (3) business days after the receipt of the notice of appeal and it will be promptly communicated to the Member and the family representative.

APPEAL PROCESS - LEVEL II

If there is continued objection to the decision of the Vice President of Resident and Health Operations, the Member and/or the family representative may make a final appeal to the Board of Trustees by filing a notice of appeal with the President of the Corporation within three (3) business days after receipt of the Vice President of Resident and Health Operations' decision. The matter will be heard by a panel of three (3) Trustees appointed by the Board to hear such appeals. The panel of Trustees will review all information gathered by the Vice President of Resident and Health Operations and if deemed necessary or appropriate by them, may request that representatives from one or more departments at Westminster-Canterbury, the Member's physician, the Member or the family representative appear at a hearing to make a final decision on the issue. The decision of the Committee of the Board of Trustees concerning Westminster-Canterbury's recommended permanent change will be final and binding on all parties.

RIGHTS AND RESPONSIBILITIES OF RESIDENTS OF ASSISTED LIVING FACILITIES

§ 63.2-1808. Rights and responsibilities of residents of assisted living facilities; certification of licensure.

- A. Any resident of an assisted living facility has the rights and responsibilities enumerated in this section. The operator or administrator of an assisted living facility shall establish written policies and procedures to ensure that, at the minimum, each person who becomes a resident of the assisted living facility:
 1. Is fully informed, prior to or at the time of admission and during the resident's stay, of his rights and of all rules and expectations governing the resident's conduct, responsibilities, and the terms of the admission agreement; evidence of this shall be the resident's written acknowledgement of having been so informed, which shall be filed in his record;

2. Is fully informed, prior to or at the time of admission and during the resident's stay, of services available in the residence and of any related charges; this shall be reflected by the resident's signature on a current resident's agreement retained in the resident's file;
3. Unless a committee or conservator has been appointed, is free to manage his personal finances and funds regardless of source; is entitled to access to personal account statements reflecting financial transactions made on his behalf by the residence; and is given at least a quarterly accounting of financial transactions on his behalf when a written delegation of responsibility to manage his financial affairs is made to the residence for any period of time in conformance with state law:
4. Is afforded confidential treatment of his personal affairs and records and may approve or refuse their release to any individual outside the residence except as otherwise provided in law and except in case of his transfer to another care-giving facility;
5. Is transferred or discharged only when provided with a statement of reasons, or for nonpayment for his stay, and is given reasonable advance notice; upon notice of discharge or upon giving reasonable advance notice of his desire to move, shall be afforded reasonable assistance to ensure an orderly transfer or discharge; such actions shall be documented in his record;
6. In the event a medical condition should arise while he is residing in the residence, is afforded the opportunity to participate in the planning of his program of care and medical treatment at the residence and the right to refuse treatment;
7. Is not required to perform services for the residence except as voluntarily contracted pursuant to a voluntary agreement for services which states the terms of consideration or remuneration and is documented in writing and retained in his record;
8. Is free to select health care services from reasonable available resources;
9. Is free to refuse to participate in human subject experimentation or to be party to research in which his identity may be ascertained;
10. Is free from mental, emotional, physical, sexual and economic abuse or exploitation; is free from forced isolation, threats or other degrading or demeaning acts against him; and his known needs are not neglected or ignored by personnel of the residence;
11. Is treated with courtesy, respect and consideration as a person of

worth, sensitivity, and dignity.

12. Is encouraged, and informed of appropriate means as necessary, throughout the period of stay to exercise his rights as a resident and as a citizen; to this end, he is free to voice grievances and recommend changes in policies and services, free of coercion, discrimination, threats or reprisal.
13. Is permitted to retain and use his personal clothing and possessions as space permits unless to do so would infringe upon rights of other residents;
14. Is encouraged to function at his highest mental, emotional, physical and social potential;
15. Is free of physical or mechanical restraint except in the following situations and with appropriate safeguards:
 - As necessary for the residence to respond to unmanageable behavior in an emergency situation which threatens the immediate safety of the resident or others;
 - As medically necessary, as authorized in writing by a physician, to provide physical support to a weakened resident;
16. Is free of prescription drugs except where medically necessary, specifically prescribed, and supervised by the attending physician, physician assistant, or nurse practitioner;
17. Is accorded respect for ordinary privacy in every aspect of daily living, including but not limited to the following:
 - In the care of his personal needs except as assistance may be needed;
 - In any medical examination or health related consultations the resident may have at the residence;
 - In communications, in writing or by telephone;
 - During visitations with other persons;
 - In the resident's room or portion thereof; residents shall be permitted to have guests or other residents in their room unless to do so would infringe upon the rights of other residents; staff may not enter a resident's room without making their presence known except in an emergency or in accordance with safety oversight requirements included in

regulations of the Board;

- In visits with his spouse; if both are residents of the residence they are permitted but not required to share a room unless otherwise provided in the residents' agreements;
18. Is permitted to meet with and participate in activities of social, religious, and community groups at his discretion unless medically contraindicated as documented by his physician, physician assistant, or nurse practitioner in his medical record;
 19. Is fully informed, as evidenced by the written acknowledgment of the resident or his legal representative, prior to or at the time of admission and during his stay, that he should exercise whatever due diligence he deems necessary with respect to information on any sex offenders registered pursuant to Chapter 9 (§ 9.1-900 et seq.) of Title 9.1, including how to obtain such information. Upon request, the assisted living facility shall assist the resident, prospective resident, or the legal representative of the resident or prospective resident in accessing this information and provide the resident, prospective resident, or the legal representative of the resident or prospective resident with printed copies of the requested information; and
 20. Is informed, in writing and upon request, of whether the assisted living facility maintains the minimum liability coverage, as established by the Board pursuant to subdivision A 10 of § 63.2-1805.
- B. If the resident is unable to fully understand and exercise the rights and responsibilities contained in this section, the residence shall require that a responsible individual, of the resident's choice when possible, designated in writing in the resident's record, be made aware of each item in this section and the decisions which affect the resident or relate to specific items in this section; a resident shall be assumed capable of understanding and exercising these rights unless a physician determines otherwise and documents the reasons for such determination in the resident's record.
- C. All established policies and procedures regarding the rights and responsibilities of residents shall be printed in at least twelve-point type and posted conspicuously in a public place in all assisted living facilities. The residence shall include in them the name and telephone number of the regional licensing supervisor of the department of Social Services, the Adult Protective Services' toll-free number, as well as the toll-free number for the Virginia Long-Term Care Ombudsman Program, any sub-state ombudsman program serving the area, and the toll-free number of the Commonwealth's designated protection and advocacy system.
- D. The residence shall make its policies and procedures for implementing this section available and accessible to residents, relatives, agencies, and the general public.
- E. The provisions of this section shall not be construed to restrict or abridge any right which

any resident has under law.

- F. Each residence shall provide appropriate staff training to implement each resident's rights included in this section.
- G. The Board shall adopt regulations as necessary to carry out the full intent of this section.
- H. It shall be the responsibility of the Commissioner to ensure that the provisions of this section are observed and implemented by assisted living facilities as a condition to the issuance, renewal, or continuation of the license required by this article.

History. (1984, c. 677, § 63.1-182.1; 1989, c. 271; 1990, c. 458; 1992, c. 356; 1993, cc. 957, 993; 1997, c. 801; 2000, c. 177; 2002, cc. 45, 572, 747; 2004, c. 855; 2006, c. 396; 2007, cc. 120, 163; 2013, cc. 320, 571.)

In case of questions or concerns about Resident Rights, contact:

Westminster-Canterbury

J. Benjamin Unkle, Jr., President & CEO
757-496-1107

Virginia Department of Social Services

Ivy Burnham, Regional Licensing Administrator
757-985-4958

Virginia Long-Term Care Ombudsman

1-800-552-3402

Local Sub-State Ombudsman

Willie Alston
757-222-4542

Disability Law Center of Virginia

1-800-552-3962

Adult Protective Services

1-888-832-3858

Westminster-Canterbury Ethics and Compliance Anonymous Hot Line

1-800-401-8004

1-800-216-1288 (Spanish Speaking)

A.14. FEES REQUIRED OF PARTICIPANTS

	Single Membership	Couple Membership	Single Monthly Fees	Couple Monthly Fees
FEE-FOR-SERVICE				
Option A	\$41,160	\$82,320	\$197	\$212
Option B	\$47,670	\$95,340	\$165	\$159
Option C	\$54,075	\$108,150	\$54	\$107
LIFECARE				
Option A	\$72,555	\$145,110	\$532	\$648
Option B	\$89,250	\$178,500	\$355	\$471
Option C	\$105,525	\$211,050	\$178	\$294

EARLY ADVANTAGE PROGRAM



COMMUNITY SERVICES MEMBER AGREEMENT

Virginia Beach, Virginia 23451

COMMUNITY SERVICES MEMBER AGREEMENT

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I. INTRODUCTION

Westminster-Canterbury on Chesapeake Bay. (Referred to in this Agreement as "Provider") is a non-profit, non-stock corporation, organized under the laws of the Commonwealth of Virginia to establish and operate Westminster-Canterbury on Chesapeake Bay as a residential community (the "community") for persons who have reached retirement age.

(Referred to in this Agreement as "You" or as "Member") has this _____ day of _____, 20____ entered into this **EARLY ADVANTAGE MEMBERSHIP AGREEMENT** and shall be deemed effective _____, 20____ with Westminster-Canterbury on Chesapeake Bay, the terms of which are set out below.

Westminster-Canterbury on Chesapeake Bay owns and operates one continuing care retirement community for older adults known as Westminster-Canterbury on Chesapeake Bay, (the "Provider's campus") located in the City of Virginia Beach. WCCB consists of residential living apartments, community and amenity areas, and a continuum of health and wellness services. This campus has residences which are licensed, in part, as Assisted Living Facilities by the Virginia Department of Social Services and, in part, as Health Care Centers by the Virginia Department of Health. Provider is also regulated by the Virginia Bureau of Insurance as a Community-Based Continuing Care program, offering a continuum of services for older adults who would prefer to remain in their homes and to receive a range of continuing care services in accordance with this Agreement.

Westminster-Canterbury's mission statement is as follows:

"We are a faith-based organization created by the Episcopal and Presbyterian churches to serve older adults of all beliefs, their families and the broader community. Our mission is creating community to foster joy and well-being."

You have requested to enter into the Agreement with Provider for community-based continuing care services.

WITNESSETH:

WHEREAS, WESTMINSTER-CANTERBURY plans to provide community-based continuing care services pursuant to the Code of Virginia, Chapter 49 of Title 38.2.

WHEREAS, Member currently resides at _____ (hereinafter referred to as the "Home") and has applied for Membership in the Provider Plan known as the Early Advantage Program at Westminster-Canterbury as hereinafter defined; and

WHEREAS, Provider has accepted Member's application, subject to the signing of this Agreement; **THIS DOCUMENT CONSTITUTES A BINDING CONTRACT IN, WHICH PROVIDER AND MEMBER AGREE TO THE FOLLOWING.**

THE PARTIES AGREE AS FOLLOWS:

II. DEFINITIONS OF WORDS AND PHRASES

The Act refers to Title 38.2, Chapter 49, Article 2 “Community-Based Continuing Care Providers,” Code of Virginia (1950), as amended.

Activities of Daily Living (“ADLs”)

The Member’s ability to perform routine activities of daily living **are** used by Provider as a basis for determining functional independence. Following is a list of these activities:

- Bathing
- Dressing/Grooming
- Eating
- Toileting/Continence
- Mobility/Transferring

ADL Deficiencies

The Member’s inability to perform activities of daily living (bathing, dressing/grooming, eating, toileting/continence and mobility/transferring) without assistance or at all, as determined by the Interdisciplinary Team.

Adjustment Period

The seven-day period immediately following the Membership Date (as defined in Section VII () hereof) during which Member can rescind this Agreement under the conditions outlined in this Agreement.

Admissions Documents

Those documents required in connection with Member’s admission to the Plan. Admissions Documents include:

- **Admission Form** — The Membership Application completed by the Member.
- **Medical Screening Form** — The information and history obtained by Provider from Member’s personal physician.
- **Personal Health History** —The health history completed by the Member.
- **Confidential Financial Statement** — The personal financial statement of Member, disclosing such information as Provider requires to ensure Member’s income and assets are sufficient for Member to participate in the program.
- **Pre-Admission Assessment** —The evaluation conducted to assess the Member’s physical functioning to determine eligibility for the program.

- **Insurance Requirements**—The information provided by Member to meet insurance requirements.

Administrative Fee

The amount equal to four percent (4%) of the Membership Fee that is non-refundable after the Adjustment Period and will be retained by the Provider, but will be credited toward some future services on-campus as described below.

Agreement

This Member Agreement.

Campus-Based Services

Services provided on the campus of the Provider, including Independent Living, Assisted Living and The Hoy Health Care Center are defined below:

Assisted Living

A level of living, licensed by the Commonwealth of Virginia where daily assistance is provided in a comfortable studio or one-bedroom accommodations. Assistance with various activities of daily living and/or instrumental activities of daily living are provided, as needed, including health, and personal care, medication and nutrition management; housekeeping; cultural enrichment programming; education; and 24-hour access to professional nursing services.

The Hoy Health Care Center

Refers to a nursing care facility that is licensed or certified by the Commonwealth of Virginia as a separate facility or a distinct part of another health care facility; and provides 24-hour care.

Community-Based Continuing Care (“CBCC”)

A program providing or committing to provide a range of services, including long-term care services, to an individual, other than an individual related by blood or marriage. Either (i) pursuant to an agreement, including mutually terminable contracts, effective for the life of the individual or for a period in excess of one year; and (ii) in consideration of the payment of a membership fee. CBCC also includes the provision of the enumerated services in the individual's private residences as long as medically feasible and the provision of facility-based long-term care services when required, directly or indirectly either through affiliated services or through contractual arrangements.

Community-Based Continuing Care Membership Fee or CBCC Membership Fee

An initial or deferred transfer to a CBCC provider of a sum of money or other property made or promised to be made in advance or at some future time as full or partial consideration for acceptance of a specified individual as a participant. A fee, which in aggregate is less than the sum of the regular periodic charges for one year of participation, shall not be considered to be a membership fee except as provided in Section 4922(A) of the Act.

Community-Based Continuing Care Provider or CBCC Provider

Any person, corporation, partnership or other entity that provides or offers to provide community-based continuing care and that has operated a Continuing Care Retirement Community facility for a minimum of three years.

Cost of Care in The Hoy Health Care Center

The daily cost of care (per diem) in The Hoy Health Care Center as calculated and published annually by the Provider. This does not apply to Skilled Medicare admissions.

Cost of Care in an Assisted Living Facility

The Daily cost of care (per diem) in an Assisted Living Facility as calculated and published annually by the Provider.

Designated Service Area

Provider's area of coverage for Services, as defined by the 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 or the Services to Members covered thereby.

Determined to be Appropriate

The Transitions Team, using industry and accepting standards of healthcare practice, has assessed a Member's medical and functional status and concluded that Services are necessary and which the Provider will provide.

Disclosure Statement

The Disclosure Statement of the Provider submitted to the Bureau of Insurance in accordance with Code of Virginia, Title 38.2, Chapter 49.

Emergency Response System

An in-home, 24-hour electronic alarm system activated by a signal to a central switchboard. This system allows Members to obtain immediate help in the event of a medical, physical, emotional, or environmental emergency. The Member agrees to allow designated responders, who are willing to participate, to have access to the Member's home in the event of an emergency. Available to Member at Westminster-Canterbury resident pricing.

Health Insurance Portability and Accountability Act ("HIPAA")

The federal law that mandates a national standard to protect an individual's medical records and other personal health information.

Home Health Services

The Services of Registered or Licensed Nurses and Certified Home Health aides provided by an agency licensed by the state and certified by Medicare to provide acute, intermittent, medically-related, home health services. The provision of Home Health Services is a Medicare Benefit.

Hospice

A provider, licensed by the Commonwealth of Virginia, primarily engaged in providing end-of- life care to individuals. Hospice is a Medicare benefit.

In-Home Services

In-Home Services are available upon Member request through Westminster-Canterbury at Home at the then current resident rate with a three-hour minimum.

Initiation of Program

The date of execution of the Member contract and time that services begin.

LifeCare Rate

The rate charged for on campus care for Members who elect the EA LifeCare Option, are calculated using the then current weighted average of all the monthly fees of every Independent Living unit on the campus of Westminster-Canterbury on Chesapeake Bay.

Lifestyle and Wellness Programs

Programs designed to help Members maintain physical, mental and spiritual health.

Medical Record

All records relating to the Member's medical history and condition, which may be maintained by Provider, following HIPAA standards.

Medicare

Coverage provided under Title XVIII of the Social Security Amendments of 1965 "Health Insurance for the Aged and Disabled," as amended, as well as Regulations promulgated thereunder and any subsequent legislation or regulations dealing with the same or similar subject matter.

Medicare Covered Services

All hospital, skilled nursing, home healthcare, medical, and other services eligible for reimbursement under Medicare Parts A and B for persons 65 years of age and older or those under 65 whose disabilities or end-stage renal disease have been approved for Medicare coverage.

- **Part A** - helps pay for inpatient hospital admissions, skilled nursing facilities, hospice care, and some home health care. Part A is paid for through Social Security taxes.
- **Part B** - helps pay for doctor's services, outpatient hospital care, and some other medical services not covered by Part A, such as the services of physical therapists, occupational therapists, and some home health care, when they are medically necessary. To receive Part B benefits, the eligible individual must sign up on reaching age 65 when enrolling for Part A benefits or at a later date with higher monthly copayments.
- **Medicare Advantage Plan** - means a Medicare-certified managed care organization which provides all Medicare-covered hospital, skilled nursing, home care, primary care, and other medical services for Members.
- **Medicare Supplemental Coverage (Medigap)** - means a private health insurance plan, which is certified by the U.S Secretary of Health and Human Services as meeting Federal requirements for Medicare supplemental policies.
- In general, Medicare Supplemental Insurance, also known as Medigap Insurance or Secondary Insurance, pays some of the balance of the costs of care not covered by Medicare Parts A and B, including certain deductibles and copayments.

Member

See **Participant** below.

Member's Designated Representative

Any person appointed by Member to represent Member's interests, including Member's agent or guardian appointed by a court.

Membership Fee

The one-time fee paid by Member to Provider upon signing of this Agreement to cover part of the cost of providing Services to Member under this Agreement.

Memory Support

A level of living designed for persons with Alzheimer's disease or other dementia related illnesses where assistance is provided 24-hours a day in a secured living environment.

Monthly Fee

The monthly charge for membership.

Monthly Statement

The bill presented by Provider to Member each month outlining all amounts due to Provider, including the monthly fee and any co-payments or other charges due to Provider.

Participant

An individual who has entered into a Member Agreement with Westminster-Canterbury, also called a **Member**.

Permanent Resident

A Member has been determined to be a Permanent Resident with respect to such Facility by the Transitions Team.

Pre-Admission Assessment

The evaluation conducted to assess the Member's functioning to determine eligibility for the program.

Priority Access

The Member shall have the right to priority access to the Provider's Assisted Living Facility and The Hoy Health Care Center from the date of financial responsibility. This priority does not grant the privileges or the lower costs associated with the Life Care Benefit.

Promptly

As it appears in the Appeal Procedure, means no more than ten business days absent unusual circumstances.

Provider

Westminster-Canterbury is the Provider of the Early Advantage Program at Westminster-Canterbury, under this Agreement.

Rescission Period

See Adjustment Period.

Resident Pricing

A term used for the discounted pricing that Permanent Residents who live on the Westminster-Canterbury Campus are offered per the ancillary fee schedule then in effect.

Services

Any assistance provided by Provider under this Agreement.

Transitions Team

The team of persons appointed by Provider who make decisions for level of care changes based on evaluations and assessments from primary care providers. The Transitions Team may at the Provider's sole discretion, change from time to time both as to titles and personnel.

III. PAYMENT OF FEES, REIMBURSEMENT OF EXPENSES AND INSURANCE - Early Advantage Program at Westminster-Canterbury**A. SERVICES**

Provider operates under the concept of community-based continuing care, which recognizes the needs of a Member as varying from active independence to increased health care needs. Accordingly, comprehensive ranges of services are offered to Westminster-Canterbury Members.

Providing that the Member accepts and pays for the Services in the manner set forth in this Agreement and abides by the rules and regulations of Provider with respect to the Services and the Facilities. Provider will provide to Member the Services described in this Agreement and in the general conditions as described throughout this Agreement, in accordance with the terms and conditions hereinafter set forth, in a manner consistent with the objective of enabling Member to continue to live in his/her own living arrangement for as long as is practical.

B. MEMBERSHIP FEE

Member will pay to Provider the Membership Fee by the effective date of this agreement. The Membership Fee received by the Provider may be used or applied to any corporate purpose of the Provider, whether or not directly related to this Agreement. Your Membership Fee will not be changed during the term of this Agreement, unless (i) You move into the Community, or (ii) unless otherwise required by State or Federal regulation. An Administrative Fee in an amount equal to **four percent (4%) of the Membership Fee is non-refundable after the Adjustment Period and will be retained by the Provider.**

The Membership Fee shall not be increased or changed for the duration of this Agreement.

C. MONTHLY FEES

Provider may adjust the amount of the Monthly Fee as necessary to reflect changes in the Provider’s cost of providing Services. The Monthly Fee may be adjusted also from time to time by the Provider in anticipation of increased or decreased costs of providing Services under this Agreement.

No changes in the Monthly Fee shall be effective until Member has received not less than sixty (60) days advance written notice of such change, unless Federal, state, or local law or regulations, requires the change.

During a stay in the Assisted Living Community or The Hoy Health Care Center on the Westminster-Canterbury Campus, Member’s Early Advantage Monthly Fee will not be suspended for any days Member stayed on campus on a temporary basis, but will terminate when the Member is admitted on a permanent basis. At which time, the then current published rates, discounted as per Section IV. C. will be charged for services rendered. The Monthly Fee will not be suspended for any Medicare Covered stays.

D. REFUND

Refund Option. You shall select one of the refund options outlined below by noting the appropriate number thereof, and this selection shall govern all refunds of the Membership Fee applicable to your agreement:

Refund Option	Description	Refund Schedule
No. 1	50% Refundable – Early Advantage Fee For Service Contract	If individual did not elect to apply any portion of the Individual Membership Fee as a credit towards the cost of any Member stay, the Provider, less a 4% administrative fee, will refund 50% of the Individual’s Membership Fee.
No. 2	48 Month Declining - Early Advantage LifeCare Contract	Deduct 4% administrative fee plus 2% per month after assigned occupancy date for 48 months due to termination by Resident for any reason, including death; No refund due after 48 months from assigned occupancy date.

In the event this agreement is terminated, Member's entitlement to a refund shall be determined in accordance with the provisions set out below.

FEE FOR SERVICE CONTRACTS ONLY:

- **Membership Fee Applied As Credit** - Upon request of the Member, the Individual Membership Fee can be applied as a credit to the ninety percent (90%) per diem rate for care beginning on the thirtieth day (30) of Member stay in the Assisted Living Level of Care or The Hoy Health Care Center. Election of this option terminates any partial refund rights.
- **Termination within Adjustment Period** - the Participant has the right to rescind the Agreement and receive a full refund during the initial seven-day period after making an initial deposit or executing the contract.
- **Timing of Payment of Refunds** - When either the Member or the Provider terminates this Agreement, any refunds of Membership Fee shall be paid to the Member within 60 days if all outstanding charges have been paid. All refunds specified shall be without interest. If the termination is due to the death of the Member, the Corporation will provide the refund to the Member's estate, or, alternatively, to a named individual trust.
- **Termination by Member** - If Member terminates this Agreement by written notice in accordance with the Member's termination right under Section I X (A) including death, and the Member did not elect to apply any portion of the Individual Membership Fee as a credit toward the cost of any Member stay, Provider will refund fifty (50%) percent of the Individual Membership Fee to the Member, less the Administrative Fee. If any portion of the Individual Membership Fee has been applied at the request of the Member toward cost of any Member stay, then no refund will be given.
- **Termination by Provider** - If Provider terminates this Agreement in accordance with its termination right under Section IX (B) in the contract, and the Member did not elect to apply any portion of the Individual Membership Fee as a credit toward the cost of any Member stay, Provider will refund fifty (50%) percent of the Individual Membership Fee, less that Administrative Fee. If any portion of the Individual Membership Fee has been applied at the request of the member toward cost of any Member stay, then no refund will be given. If Member Agreement is terminated because Member cannot meet financial requirements to move onto campus for care. Which shall not be more or less than the standards applied to all applicants for residency, because Member depleted his or her finances while living off campus through no fault of his or her own, Provider will refund one hundred percent (100%) of Member Fee, less the Administrative Fee, but shall retain the monthly fees.

LIFECARE CONTRACTS ONLY:

Refund after termination by Member (including Death) or Westminster-Canterbury during the first 48 Months. This Paragraph applies only to Early Advantage LifeCare Options. If this Agreement is terminated by You, Westminster-Canterbury, or as a result of your death during the first 48 months after your contract effective date, the entire Membership Fee (less Financial Assistance, if any), shall be refunded less a 4% Administrative Fee and 2% thereof for each calendar month following the date your contract is effective.

For Example: If your contract effective date were July 1, 2019 and you died on December 30, 2019 (6 months), then the refund would equal the total Entrance Fee paid less 16% or a refund of 84% of the Membership Fee paid by you.

After the end of the 48th month from the contract effective date, no refund will be paid by Westminster-Canterbury to Member upon termination of the Agreement by Member, Westminster-Canterbury or as a result of his or her death.

- **Membership Fee Applied As Credit** – The Membership Fee cannot be applied as a credit towards the cost of care on or off campus
- **Termination** - The Member has the right to rescind the Agreement and receive a full refund during the initial seven-day (7) period after making the initial deposit or executing the contract. If Member Agreement is terminated because Member cannot meet financial requirements to move onto campus for care. Which shall not be more or less than the standards applied to all applicants for residency, because Member depleted his or her finances while living off campus through no fault of his or her own, Provider will refund one hundred percent (100%) of Member Fee, less the Administrative Fee, but shall retain the monthly fees.

E. INCOME AND ASSETS TO COVER COSTS

Member represents and warrants that he/she has sufficient income and assets to cover the costs to maintaining membership in the Early Advantage Program at Westminster-Canterbury and to meet his or her ordinary living expenses, as outlined in this Agreement. Westminster-Canterbury does not offer financial assistance to W-C Early Advantage members.

F. SOLE RESPONSIBILITY ASSUMED BY THE PROVIDER

All legal and financial obligations assumed by the Provider in this Agreement are solely the responsibility of Westminster-Canterbury. No such obligations have been assumed by any other organization.

IV. FACILITIES AND SERVICES RENDERED BY THE PROVIDER

Provider is obligated by this Agreement to Provide the Services outlined in this section within the designated service area.

A. ADMISSION REQUIREMENT AND ASSESSMENT

Prior to Membership, Provider will perform a Pre-Admission Assessment to determine eligibility for the Early Advantage Program at Westminster-Canterbury.

At the time the Member permanently moves into Independent Living, Assisted Living or The Hoy Health Care Center, the Member must re-qualify financially. If the Member does not qualify financially, a refund will be processed in accordance with section VII (C). Prior to admission, a health evaluation will take place to determine the appropriate level of care for placement. This may include offering a Limited LifeCare Contract or a Fee For Service Contract option based on the health evaluation.

If the resident marries while in the program, the spouse would go through same initial application process in order to qualify for the Early Advantage Program at Westminster-Canterbury. In the event the spouse does not qualify, the spouse will not be allowed to enter program.

B. IN-HOME SERVICES

In-Home Services are available upon request by Member through Westminster-Canterbury at Home at the then current Resident Rate with a three-hour minimum.

- **Home Health Care** - Non-Medicare covered home health services, including nursing or personal care provided by Licensed Practical Nurse, Registered Nurse or a Home Care Aide available at Westminster-Canterbury Resident Pricing with a three-hour minimum.
- **Home Care Aides** - For bathing, dressing, and grooming, as well as other Activities of Daily Living functions available at Resident Pricing with a three-hour minimum.
- **Personal Emergency Response System** - A personal medical alert system available through Philips Lifeline at Westminster-Canterbury Resident Pricing.

C. CAMPUS-BASED SERVICES

These services are available upon request. Residential care in Assisted Living or the Hoy Health Care Center will be available at a ten percent discount of the then current per diem rate.

- **Social, Educational, Recreational, Wellness and Cultural Programs On and Off Campus** - Members shall enjoy all social, wellness, educational, recreational, and cultural programs and amenities on campus on the same basis as residents of Westminster-Canterbury. There shall be no fees for use of such on-campus services and amenities that are higher than the fees charged to Permanent Residents. When such amenities and services

are free of additional charge for Permanent Residents, those services shall be free of additional fees for Members.

- **Annual Wellness Visit**- Member may schedule an Annual Wellness Visit with Westminster-Canterbury's Licensed Nurse Practitioners at our Campus Clinic after Member's medical report has been submitted. Medicare will cover this wellness visit and Provider agrees to accept Medicare fees and only charge the co-pay required by law.
- **Urgent Care** - If Member elects to name a medical practitioner in the Westminster-Canterbury Clinic as their primary care provider, Member will have access to urgent care through the campus clinic during urgent care hours for immediate care of injuries or illnesses that do not require emergency room visits. Various insurances are accepted and costs are at current Resident Pricing.
- **Dining Services** - Access to all dining venues on the campus of Westminster-Canterbury and meal carry off campus at resident pricing.
- **Personal Training** - A one-time free fitness assessment with personal training on campus, provided by a professional, providing feedback with personal goal setting and an individualized exercise program.
- **Independent Living** - Independent Living accommodations are available on the campus of Westminster-Canterbury. Members who are approved for Independent Living can apply their Individual Membership Fees to the Entrance Fee for on-campus Independent Living under a new Residence and Services agreement, including the Administrative Fee, and any amount of the Membership Fee not applied towards charges for Assisted Living or Nursing Care on campus. At no time will Monthly Fees be applied to on- campus Independent Living costs.
- **Assisted Living Facility** - When a Member requires more assistance than can be provided at Home but does not require hospitalization or nursing home care, and as determined by the Transitions Team, the Member will be admitted to Assisted Living and be responsible for ninety percent (90%) of the then current per diem rate. Member will be responsible for any ancillary charges such as laundry, prescription drugs, medical supplies, telephone, television/cable or barber/beauty. During a stay in the Assisted Living Level of Care or The Hoy Health Care Center on the Westminster-Canterbury, Member's Early Advantage Monthly Fee will not be suspended for any days Member stayed on campus on a temporary basis. Fees will terminate when the Member is admitted on a permanent basis, at which time the then current published rates, discounted as per Section IV. C., will be charged for services rendered. The Monthly Fee will not be suspended for any Medicare Covered stays. Member will have priority access to Assisted Living accommodations on the Westminster-Canterbury campus. Westminster-Canterbury will maintain sufficient accommodations in our Assisted Living Facility in accordance with state regulations to meet the reasonably anticipated needs of the Westminster-Canterbury population and Early Advantage Program Members at Westminster-Canterbury for Assisted Living Care. If no accommodation is available, Westminster-Canterbury will arrange for the Member's admission to another

facility that can supply such care until an accommodation in our Assisted Living Facility becomes available. If this should happen, Member will be responsible for fees equal to ninety percent (90%) of Westminster-Canterbury's then current per diem rate regardless of the rate charged by the alternate facility.

- **The Hoy Health Care Center** - If a member requires 24-hour nursing services that cannot be provided at Home and as determined by the Transitions Team, the Member will be admitted to the Hoy Health Care Center and responsible for ninety percent (90%) of the then current per diem rate. Member will be responsible for any ancillary charges such as laundry, prescription drugs, medical supplies, telephone, television/cable or Barber/beauty. During a stay in the Assisted Living Facility or The Hoy Health Care Center on the Westminster-Canterbury Campus, Member's Early Advantage Monthly Fee will not be suspended for any days Member stayed on campus on a temporary basis, but will terminate when the Member is admitted on a permanent basis, at which time the then current published rates, discounted as per Section IV. C., will be charged for services rendered. The Monthly Fee will not be suspended for any Medicare Covered stays. Member will have priority access to nursing care accommodations on the Westminster-Canterbury campus. Westminster-Canterbury will maintain sufficient accommodations in The Hoy Health Care Center in accordance with state regulations to meet the reasonably anticipated needs of the Westminster-Canterbury population and Early Advantage Program Members at Westminster-Canterbury for nursing care. If no accommodation is available, Westminster-Canterbury will arrange for the Member's admission to another facility that can supply such care until an accommodation in The Hoy Health Care Center becomes available. If this should happen, Member will be responsible for fees equal to ninety percent (90%) of Westminster-Canterbury's then current per diem rate regardless of the rate charged by the alternate facility.

V. MEDICAL AND SURGICAL INSURANCE

A. MEMBER'S OBLIGATION TO CARRY MEDICAL INSURANCE

If, You have not already enrolled. You agree to (a) apply for and secure your enrollment in the Hospital Insurance Benefits Program under Part A of Public Law 89-67 (Medicare), or its successor program, and (b) during the next enrollment period following the filing of your application for admission to Westminster-Canterbury, apply, pay the premiums, secure and maintain your enrollment in the Supplemental Medical Insurance Benefits Program under Part B of Public Law 89-67, or its successor program. If You are not eligible for these Programs, or they cease, You agree to obtain equivalent insurance coverage acceptable to Westminster-Canterbury. If You do not obtain such coverage, you agree to pay Westminster-Canterbury for all charges and for services rendered by Westminster- Canterbury that would have been reimbursed by such insurance. If at any time you become eligible for payments from other governmental agencies for health services, you agree to make application for such payments. Westminster-Canterbury will assist you in filing insurance or other claims for services rendered by Westminster-Canterbury. Upon request and direction of Westminster-Canterbury, you agree to execute an assignment of benefits to Westminster-Canterbury or to the physicians staffing the Clinic or Health Care Center.

You agree to obtain and maintain a supplemental insurance policy acceptable to Westminster-Canterbury such as Blue Cross Medicare Extended Major Medical, to pay Medicare co-insurance (co-pay) and deductible amounts and to provide major medical coverage up to a

\$250,000.00 lifetime maximum. Should You fail or neglect to arrange for such coverage, You agree to pay Westminster-Canterbury for services rendered by its health care professionals (whether employees or agents) which would otherwise have been covered by such supplemental insurance.

B. EXCESS COSTS

Except as specifically described in 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: audiological tests and hearing aids; eye glasses and refractions; dentistry; dentures; dental inlays; Durable Medical Equipment; 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; ventilator care; extraordinary treatments; and experimental treatments as reasonably determined by medical director.

C. PAYMENT OF BENEFITS

Any benefits received by the Member (from any source) as reimbursement for Services furnished by Provider, shall be paid by Member to the Provider as reimbursement for any and all costs incurred by the Provider in furnishing said Services to Member.

VI. DECISIONS INVOLVING PERMANENT TRANSFER FROM LIVING ACCOMMODATION

All decisions involving permanent transfer from Member's current living accommodation (including Home, Assisted Living Facility or The Hoy Health Care Center to another accommodation) will be made by the Transitions Team in consultation with the Member and/or the Member's Designated Representative. However, a Member shall never be forced to move from his/her off-campus home and shall retain the risk of staying in his or her home even under unsafe conditions so long as the Member is legally competent to make such decisions. Further, the Provider is under no obligation to ascertain or act upon information about the safety of Members who elect to stay at home for any reason. When prompted, the Transitions Team may initiate discussions with members and the family of Members about the need for more services.

VII. PAYMENT OF FEES

Member agrees to pay a Membership Fee and a Monthly Fee as calculated in subsections A and B below.

A. MEMBERSHIP EFFECTIVE DATE _____

B. SCHEDULE OF FEES

1. Membership Fees _____

Early Advantage Membership Option _____

Payment Received as of Date of this Agreement _____

Balance Due by Effective Date _____

2. Monthly Fees _____

Monthly Fee _____

C. REFUND OPTION NUMBER _____

D. OTHER SERVICES

- Member will be billed monthly for any services and supplies provided by Provider. Members will be entitled to use all the amenities and services that Westminster-Canterbury residents enjoy while on campus on the same basis as Permanent Resident at Westminster- Canterbury. On campus, services that are included in the Permanent Residents' Monthly Fee shall also be provided at no extra charge for Members while on campus. Meals will be available at discounted Permanent Resident menu prices. No mandatory dining flex plan/meal plan or minimum dining usage shall be required of Members. Bills for the Monthly Fee and any additional services and supplies or co-pays shall be paid by the due date or they will be subject to a late charge of 1.5 percent per month for each month in arrears. In the event Members fail to pay the bills of Provider and the account is referred to an attorney for collection, Member agrees to pay all costs of collection, including reasonable attorney's fees.

E. ADJUSTMENT TO MONTHLY FEE

Provider is committed to providing Members with the quality services called for by this Agreement consistent with sound financial management. Member understands and agrees that Provider may increase the Monthly Fee from time to time, at its sole discretion, and that payment of the Monthly Fee, as adjusted, is an obligation under this Agreement. A written notice will be given to Members at least 60 days prior to the effective date of any increase in the Monthly Fee or any adjustment to ancillary services.

During a stay in the Assisted Living Facility or The Hoy Health Care Center on the Westminster-Canterbury Campus, Member's Early Advantage Monthly Fee will not be suspended for any days Member stayed on campus on a temporary basis, but will terminate when the Member is admitted on a permanent basis, at which time the then current published rates, discounted as per Section IV. C., will be charged for services rendered. The Monthly Fee will not be suspended for any Medicare Covered stays.

VIII. RIGHTS AND OBLIGATIONS OF MEMBER

A. RIGHT OF PROPERTY

The rights and privileges granted to Member by this Agreement do not include any right, title or interest in any part of the personal property, land, buildings, and improvements thereto, owned or administered by the Provider. Nothing contained in this Agreement shall be construed to create the relationship of landlord and tenant between the Provider and Member. Member's rights are primarily for Services. Any rights, privileges, or benefits under this Agreement shall be subordinate to any mortgage on any of the premises, or interest in real property of the Provider, to all amendments, modifications, replacements, or refunding of any such mortgage, and to such reasonable rules and regulations on the use of all Provider property as shall from time to time be imposed by the Provider. Member agrees, upon request, to execute and deliver any document which is required by the Provider, or by the holder of any such mortgage, to effect such subordination or to evidence the same.

B. DAMAGE OR LOSS OF PROPERTY

By your signature to this agreement, Member has insured his/her property and person against casualty and theft, in addition to having coverage for any damage to the Corporation or other Members that may be a result of actions caused by you.

The Corporation shall not be responsible for damage or loss of any of the Member's property by casualty, theft or other cause. Provider shall receive from Member 30 day's prior written notice of cancellation or non-renewal of insurance policy.

C. RIGHT TO CONFIDENTIALITY

Except as may be required by law or by the order of court, and except as may be necessary to enable Provider to obtain reimbursement or payment by insurers and other third party payers, Provider will hold all Medical Records and other information concerning the medical condition of the Member confidential and will not disclose such information or records except as directed or permitted by the Member. In addition, Provider will hold Member's Confidential Financial Statement and associated materials confidential. Provider may use aggregate information from the Medical Records and confidential financial statements of Members so long as individual Member information remains anonymous in accordance with Health Insurance Portability and Accountability Act of 1996 regulations. This right to confidentiality shall apply even if Member withdraws from the Plan or dies.

IX. TERMINATION OF AGREEMENT

A. TERMINATION BY MEMBER

1. **Right of Rescission and Seven-Day Rescission Period** – Member may terminate this Agreement for any reason, (including death) without penalty or forfeiture, within seven days after the effective date of this Agreement. In no case shall Member be required to initiate the Program before the expiration of this seven-day period.
2. **Voluntary Termination Upon Notice** – Member may terminate this Agreement for any reason at any time by giving written notice to the Corporation at least 30 days before the last day of Membership. The written notice need not cite a specific reason for the termination, but it shall state a date when the termination is to become effective. Member agrees to pay the Monthly Fee during the 30- day notice period, as well as all amounts owed to Provider, and any expenses incurred by Provider in connection with termination.

B. TERMINATION BY PROVIDER

1. **Termination for Good Cause** – Provider may terminate this Agreement at any time for good cause. Good cause shall include the following:
 - A. Proof that the Member is a danger to himself or others;
 - B. Nonpayment by the Member of a monthly or periodic fee after written

notice and a thirty (30) day grace period;

- C. Repeated conduct by the Member that interferes with other participants' quiet enjoyment of a facility or service;
- D. Persistent failure to comply with the Corporation's written rules and regulations of the Program;
- E. A material misrepresentation made intentionally or recklessly in the application for membership, or in related materials, regarding information which, if accurately provided, would have resulted in either a failure of the participant to qualify for participation or a material increase in the cost of providing to the participant the care and services provided under the terms and conditions of this Agreement; or
- F. A material breach by the Member of the terms and conditions of this Agreement.

If termination of the Agreement is contemplated for good cause, Provider will provide 30 days written notice to Member unless continued membership threatens the life, health or safety of others, in which case such notice as is reasonably practicable under the circumstances will be provided to the Member or the Member's representative, and the termination of this Agreement may be effective immediately. In the event that the basis for termination is conduct or a condition that is capable of cure, Provider will provide an opportunity to cure such conduct or condition within a reasonable period.

C. TERMINATION BY DEATH

If a participant dies before initiating the program, or is precluded through illness, injury, or incapacity from becoming a participant under the terms of the community-based continuing care contract, the contract is automatically rescinded and the participant or his legal representative shall receive a full refund of all money paid to the CBCC provider, except those costs specifically incurred by the CBCC provider at the request of the participant and set forth in writing in a separate addendum, signed by both parties, to the contract.

D. NO ACCRUAL OF INTEREST

No interest will accrue to the benefit of Member or the Member's estate on any amounts required to be refunded under this Agreement, and no interest will be paid on termination.

X. ARRANGEMENTS FOR ESTATE

A. WILL AND FUNERAL ARRANGEMENTS

Member is encouraged, prior to the effective date of this Agreement, to provide to Provider in writing the name of the personal representative (whether executor, Executrix or trustee) appointed in Member's estate planning documents and the name of the funeral director responsible for Member burial or cremation. Members agree to provide written notice to Provider of any changes to the foregoing information during the period of Membership

B. ADVANCED DIRECTIVES

1. **Power of Attorney** – Member is encouraged to furnish Provider, no later than the effective date of the Membership Agreement, a durable power of attorney executed by the Member, which shall be maintained in the files of Provider.
2. **Living Will** – If Member has executed an advance directive in the form of a living will relating to the provision of health care services in the event of terminal or other illnesses/conditions, Member is encouraged to provide a copy of the living will to Provider prior to Membership, and a copy of any revisions or changes made to the document during Member's term of membership. In the event of transfer to an Assisted Living or The Hoy Health Care Center, Provider shall comply with Member's instructions or requests as reflected in Member's living will, if Member's advance directive is consistent with law and its policy, as such policy may change from time to time. If Provider cannot comply with advance directive as reflected in Member's living will, then Provider shall assist in arranging for Member's transfer to another Participating Facility Provider, if reasonably available, which will comply with Member's advance directive.

XI. MISCELLANEOUS

C. MEMBER RECORDS

Member consents to the release of his/her personal and medical records maintained by Provider for treatment, payment, and operations as determined reasonably necessary by Provider. Any such release may be to Provider's employees, agents and to other health care providers from whom Member receive services, to third-party payers of health care services, to any Managed Care Organization in which Member may be enrolled, or to others deemed reasonably necessary by Provider for purposes of treatment, payment and operations. Release of records for other purposes shall be done in accordance with applicable law, with a specific authorization from Members where required. Authorized agents of the state or federal government, including the Long Term Care Ombudsman, may obtain Member's records without Member's written consent or authorization.

Member agrees to provide a comprehensive medical report annually by Member's personal physician and submit to the Transitions Team for review at Annual Wellness Visit.

D. BINDING EFFECT

The covenants and conditions contained in this Agreement shall bind and inure to the benefit of the Corporation and Member and his/her respective heirs, distributes, executors, administrators, attorneys-in-fact, committees, and successors.

E. ENTIRE AGREEMENT

This Agreement also includes The Application for Membership, Medical Screening Form, the Disclosure Statement, the Confidential Financial Statement, Personal Health History and the Pre-Admission Assessment with any addenda and Insurance Requirements. These documents are hereby incorporated by reference and constitute the entire Agreement between Provider and the Member. Knowing that the Provider will rely on Member's statements made therein, Member warrants that all such statements are true and complete.

F. WAIVER OF ONE BREACH NOT A WAIVER OF ANY OTHER

The failure of Provider in any one or more instances to insist upon Member's strict performance and observance of compliance with any of the provisions of this Agreement shall not be construed to be a waiver or relinquishment by the Corporation of its right to insist upon Member's future strict compliance.

G. GOVERNING LAW

The parties agree that the laws of the Commonwealth of Virginia shall govern all of their rights and duties under this Agreement, the interpretation of its language and any questions concerning performance and discharge.

H. PROVIDER'S MODIFICATION OF AGREEMENT AND POLICIES

Provider reserves the right to modify unilaterally this Agreement to conform to changes in law or regulation, and to adopt other reasonable changes to the Program deemed necessary to maintain the solvency and marketability of the Program or to preserve its value to Members.

I. SEVERABILITY

If any provision of this Agreement is determined by a judicial or administrative tribunal of proper jurisdiction to be invalid or unenforceable, such provision shall be severed from the Agreement and the balance of this Agreement shall remain in full force and effect.

J. NOTICE

Notice, when required by the terms of this Agreement, shall be deemed to have been properly given, if and when delivered personally or, if sent by certified mail, return receipt requested, when post-marked, postage prepaid, and addressed as follows:

**To Provider:
Westminster Canterbury on Chesapeake Bay
Attn: President
3100 Shore Drive
Virginia Beach, Virginia 23451**

K. CONSENT TO ASSIGNMENT

You consent to the Provider's assignment of this Agreement.

L. REGULATORY COMPLIANCE

This Agreement shall not act as a waiver of any provision of the Continuing Care Providers and Community-Based Continuing Care Providers Registration and Disclosure Act of the Commonwealth of Virginia. Further, no act, agreement, or statement of a Member, or of an individual purchasing care for a Member under any agreement to furnish care to the Member, shall constitute a valid waiver of any provision of the Act intended for the benefit or protection of the Member or the individual purchasing care for the Member. The venue for any dispute arising under this Agreement shall be in the City of Virginia Beach, Virginia.

M. MEDIATION AND ARBITRATION

Westminster-Canterbury and Member agree to use their best efforts to first attempt to settle any dispute, controversy or claim arising out of or relating to this Agreement and Care in the Community by good-faith negotiation and/or mediation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement within a period of sixty (60) days from when it is first presented in writing to the other party, such dispute shall be resolved by binding arbitration before a single mutually acceptable arbitrator who shall be a lawyer with at least ten (10) years of commercial law experience or a retired Virginia Circuit Court judge under the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties hereto. All arbitration proceedings shall be held in Virginia Beach, Virginia. Discovery shall be strictly limited to the production of documents directly related to the controversy at hand and the deposition of persons who have direct knowledge of the controversy (maximum of two (2) hours for each deposition). Each party shall pay its own attorney's fees. One or both parties shall pay all other expenses incurred for the arbitration proceedings as set forth in the decision of the arbitrator. The arbitrator shall have no authority to award punitive or consequential damages in the arbitration proceedings.

The foregoing section is a voluntary agreement to resolve any dispute that may arise in the future between the parties relating to this Agreement or Care in the Community by arbitration. In arbitration, a neutral third party arbitrator acceptable to Westminster-Canterbury and Member determines the merits of any dispute between the parties as opposed to a judge or jury in court.

IN WITNESS WHEREOF, Westminster-Canterbury, through its duly authorized representative, and Member have executed this Agreement to be effective as of the date first above written. Member attests to having read this Agreement, having had any questions regarding its provisions answered, and having understood its provisions.

Westminster-Canterbury at Chesapeake Bay

By:

Authorized Signature

Date

Member Signature

Date

Witness

Date

Early Advantage Program at Westminster-Canterbury List of Contacts

Home Care Services

Westminster-Canterbury provides access to Member's for home care services at Member cost through:

Westminster-Canterbury at Home
3100 Shore Drive
Virginia Beach, Virginia 23451
Contact: 757-496-1653

Meals On Campus

All Members have access to dine on campus at any of the dining venues at Westminster-Canterbury on Chesapeake Bay at Resident Pricing:

Venues:

The Pub
Beachfront Dining Room
The Overlook

Emergency Response

Westminster-Canterbury contracts Phillips to provide an Emergency Response System in the home as assigned by the Interdisciplinary Team or requested by the Member at Resident pricing:

Phillips Emergency Response
111 Lawrence Street
Framingham, MA 01702
Contact- 1-800-635-6156

Social, Educational, Recreational, Wellness and Cultural Programs (On and Off Campus)

Westminster-Canterbury on Chesapeake Bay offers an array of programs that promote an active aging lifestyle that tailors to different interests. Programs and excursions off campus will be available at Resident Pricing.

Westminster-Canterbury on Chesapeake Bay
3100 Shore Drive, Virginia Beach, Virginia 23451
Program Coordinator: 757-496-1153

Annual Wellness Visit

At the Provider's request, the Member agrees to undergo an annual physical examination performed by Member's personal physician. Provider requires that a comprehensive medical report be submitted annually by Member's personal physician to the Transitions Team. Member agrees to schedule an Annual Wellness Visit with Westminster-Canterbury's Licensed Nurse Practitioners at our Campus Clinic after Member's medical report has been submitted.

Westminster-Canterbury on Chesapeake Bay
3100 Shore Drive, Virginia Beach, Virginia 23451
Clinic: 757-496-1622

Urgent Care

If Member elects to name a staff member in the Westminster-Canterbury Clinic as their primary care provider, Member will have access to Urgent Care during designated Urgent Care hours of operation.

Westminster-Canterbury on Chesapeake Bay
3100 Shore Drive, Virginia Beach, Virginia 23451
Clinic: 757-496-1622

Personal Training

Westminster-Canterbury offers one-time free fitness assessment with personal training on campus, provided by a professional providing feedback with personal goal setting and individualized exercise program.

Westminster-Canterbury on Chesapeake Bay
3100 Shore Drive, Virginia Beach, Virginia 23451
Fitness Coordinator: 757-496-1692

Tab 3
Audited Financials

**WESTMINSTER-CANTERBURY ON CHESAPEAKE
BAY AND SUBSIDIARIES**

**CONSOLIDATED FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION**

YEARS ENDED SEPTEMBER 30, 2021 AND 2020



WEALTH ADVISORY | OUTSOURCING
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WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY AND SUBSIDIARIES
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INDEPENDENT AUDITORS' REPORT

Board of Trustees
Westminster-Canterbury on Chesapeake Bay
and Subsidiaries
Virginia Beach, Virginia

We have audited the accompanying consolidated financial statements of Westminster-Canterbury on Chesapeake Bay and Subsidiaries, which comprise the consolidated balance sheets as of September 30, 2021 and 2020, and the related consolidated statements of operations and changes in net assets (deficit) without donor restrictions, changes in net assets (deficit), and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. For the year ended September 30, 2021, we also conducted our audit in accordance with the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. 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 consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated 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 consolidated financial statements.

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

Board of Trustees
Westminster-Canterbury on Chesapeake Bay
and Subsidiaries

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Westminster-Canterbury on Chesapeake Bay and Subsidiaries as of September 30, 2021 and 2020, and the consolidated results of their operations, changes in their net assets (deficit), and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis-of-Matter Regarding Changes in Accounting Principle

As discussed in Note 1 to the consolidated financial statements, Westminster-Canterbury adopted the provisions of Financial Accounting Standards Board (FASB) Accounting Standard Update (ASU) 2016-02 *Leases (Topic 842)*, which provides new accounting guidance for leases. The guidance requires lessees to recognize a right-of-use asset and corresponding liability for all operating and financial leases with lease terms greater than one year. Our opinion is not modified with respect to this matter.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 27, 2022, on our consideration of Westminster-Canterbury on Chesapeake Bay and Subsidiaries' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Westminster-Canterbury on Chesapeake Bay and Subsidiaries' internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Westminster-Canterbury on Chesapeake Bay and Subsidiaries' internal control over financial reporting and compliance.



CliftonLarsonAllen LLP

Charlotte, North Carolina
January 27, 2022

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS (CONTINUED)
SEPTEMBER 30, 2021 AND 2020

	2021	2020
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts Payable and Accrued Expenses	\$ 8,862,826	\$ 6,877,079
Accrued Interest	303,825	304,948
Reservation Fees	567,020	556,020
Current Portion of Refundable Advance Fees	399,000	416,000
Deferred Revenue - Provider Relief Funding	-	477,967
Current Portion of Leases Payable	70,275	-
Current Portion of Long-Term Debt	1,571,284	1,499,224
Total Current Liabilities	11,774,230	10,131,238
ADVANCE FEES AND DEPOSITS		
Advance Fee Deposits	2,009,147	1,398,770
Refundable Advance Fees	10,872,892	4,400,190
Deferred Revenue from Advance Fees	96,329,955	91,743,490
Total Advance Fees and Deposits	109,211,994	97,542,450
DEFERRED ANNUITY OBLIGATIONS	368,829	395,197
LEASES PAYABLE, LESS CURRENT PORTION	176,878	-
LONG-TERM DEBT, LESS CURRENT PORTION	74,924,903	76,654,115
Total Liabilities	196,456,834	184,723,000
NET ASSETS (DEFICIT)		
Without Donor Restrictions	9,875,935	(384,016)
With Donor Restrictions:		
Purpose Restricted	12,719,465	10,561,186
Perpetual in Nature	2,269,429	2,255,177
Total Net Assets	24,864,829	12,432,347
Total Liabilities and Net Assets	\$ 221,321,663	\$ 197,155,347

See accompanying Notes to Consolidated Financial Statements.

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS AND CHANGES IN
NET ASSETS (DEFICIT) WITHOUT DONOR RESTRICTIONS
YEARS ENDED SEPTEMBER 30, 2021 AND 2020

	2021	2020
REVENUES, GAINS, AND OTHER SUPPORT		
Resident Services, Including Amortization of Deferred Revenue from Advance Fees of \$12,846,566 and \$11,574,926 in 2021 and 2020, Respectively	\$ 50,996,102	\$ 48,212,624
Home and Community Based Services	12,170,687	11,243,905
Contributions	705,974	397,850
Investment Income	5,230,864	866,664
Other	3,111,515	3,009,507
Net Assets Released from Restriction for Operations	1,282,218	1,776,729
Total Revenues, Gains, and Other Support	73,497,360	65,507,279
EXPENSES		
Resident and Community Based Services	24,268,905	23,113,498
Dining Services	7,551,022	7,611,658
Housekeeping and Laundry	2,233,631	2,255,031
General and Administrative	14,248,494	14,037,408
Plant Maintenance	3,024,053	3,031,314
Depreciation and Amortization	9,634,574	9,183,160
Interest Expense	3,361,884	3,397,477
Fellowship Payments	885,305	965,933
Other	684,897	1,176,064
Total Expenses	65,892,765	64,771,543
OPERATING INCOME	7,604,595	735,736
OTHER INCOME (LOSS)		
Change in Estimated Value of Deferred Annuity Obligations	463	(13,587)
Net Change in Unrealized Gains (Losses) on Investments	2,654,893	2,630,086
Total Other Income (Loss)	2,655,356	2,616,499
EXCESS OF REVENUES, GAINS, AND OTHER SUPPORT OVER EXPENSES AND INCREASE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	\$ 10,259,951	\$ 3,352,235

See accompanying Notes to Consolidated Financial Statements.

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS (DEFICIT)
YEARS ENDED SEPTEMBER 30, 2021 AND 2020

	Net Assets (Deficit)			Total
	Without Donor Restrictions	Purpose Restricted	Perpetual in Nature	
BALANCE - SEPTEMBER 30, 2019	\$ (3,736,251)	\$ 10,423,093	\$ 2,249,656	\$ 8,936,498
Excess of Revenues, Gains, and Other Support Over Expenses	3,352,235	-	-	3,352,235
Contributions	-	769,001	-	769,001
Investment Income	-	368,996	-	368,996
Net Change in Unrealized Gains on Investments	-	776,825	5,521	782,346
Net Assets Released from Restriction for Operations	-	(1,776,729)	-	(1,776,729)
Net Increase in Net Assets (Deficit)	<u>3,352,235</u>	<u>138,093</u>	<u>5,521</u>	<u>3,495,849</u>
BALANCE - SEPTEMBER 30, 2020	(384,016)	10,561,186	2,255,177	12,432,347
Excess of Revenues, Gains, and Other Support Over Expenses	10,259,951	-	-	10,259,951
Contributions	-	807,419	-	807,419
Investment Income	-	915,488	-	915,488
Net Change in Unrealized Gains on Investments	-	1,717,590	14,252	1,731,842
Net Assets Released from Restriction for Operations	-	(1,282,218)	-	(1,282,218)
Net Increase in Net Assets (Deficit)	<u>10,259,951</u>	<u>2,158,279</u>	<u>14,252</u>	<u>12,432,482</u>
BALANCE - SEPTEMBER 30, 2021	<u>\$ 9,875,935</u>	<u>\$ 12,719,465</u>	<u>\$ 2,269,429</u>	<u>\$ 24,864,829</u>

See accompanying Notes to Consolidated Financial Statements.

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED SEPTEMBER 30, 2021 AND 2020

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	\$ 12,432,482	\$ 3,495,849
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities		
Amortization of Deferred Revenue from Advance Fees	(12,846,566)	(11,574,926)
Proceeds from Advance Fees Net of Refunds	18,978,161	11,582,682
Depreciation	9,634,574	9,183,160
Bad Debt Expense	45,443	98,770
Amortization of Deferred Financing Costs	46,216	46,215
Amortization of Bond Premium	(204,150)	(204,151)
(Gains) Losses on Sales of Investments, Net	(4,828,532)	181,600
Net Change in Unrealized Gains on Investments	(4,386,735)	(3,412,432)
Proceeds From Contributions with Donor Restrictions	(807,419)	(769,001)
Increase (Decrease) in Receivables, Other Assets, and Pledges Receivable	679,225	493,684
(Increase) Decrease in Current Liabilities Excluding Debt	1,032,531	(1,682,602)
Net Cash Provided by Operating Activities	19,775,230	7,438,848
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of Investments	(20,742,391)	(9,264,770)
Proceeds from Sale of Investments	28,411,962	8,877,376
Acquisition of Property, Plant, and Equipment	(10,588,104)	(12,002,651)
Net Cash Used by Investing Activities	(2,918,533)	(12,390,045)
CASH FLOWS FROM FINANCING ACTIVITIES		
Increase in Advance Deposits	610,377	262,320
Increase (Decrease) in Reservation Fees	11,000	(19,000)
Proceeds from Refundable Advance Fees	4,910,572	2,528,640
Decrease in Annuity Obligation	(26,368)	(81,927)
Proceeds from Contributions with Donor Restrictions	807,419	769,001
Repayment of Long-Term Debt	(1,499,218)	(1,427,391)
Net Cash Provided by Financing Activities	4,813,782	2,031,643
NET INCREASE (DECREASE) IN CASH, CASH EQUIVALENTS AND RESTRICTED CASH	21,670,479	(2,919,554)
Cash, Cash Equivalents, and Restricted Cash - Beginning of Year	9,935,541	12,855,095
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH - END OF YEAR	\$ 31,606,020	\$ 9,935,541
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Operating Cash and Cash Equivalents	\$ 28,695,666	\$ 8,220,806
Restricted Cash included in Assets Limited as to Use	2,910,354	1,714,735
Total	\$ 31,606,020	\$ 9,935,541
SUPPLEMENTAL DISCLOSURE OF NONCASH INFORMATION		
Property, Plant and Equipment Included in Accounts Payable	\$ 551,120	\$ 76,994
Right of Use Assets Obtained through Leases Payable	\$ 315,936	\$ -

See accompanying Notes to Consolidated Financial Statements.

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Westminster-Canterbury on Chesapeake Bay: Westminster-Canterbury on Chesapeake Bay (Westminster-Canterbury) was incorporated as a nonprofit Virginia nonstock corporation in 1976 as a result of the joint efforts of the Commission on Services to the Aging, Episcopal Diocese of Southern Virginia and Tidewater Westminster Homes, Incorporated, of the Norfolk Presbytery of the Presbyterian Church in the United States. The purpose of Westminster-Canterbury, as managed by the board of trustees, is to create, maintain and operate life plan communities and to provide related services as a nonprofit organization. Westminster-Canterbury owns and operates an independent living, assisted living and health care community located in Virginia Beach, Virginia.

During 2013, Westminster-Canterbury created Westminster-Canterbury at Home, LLC (WC at Home), a wholly owned limited liability company organized under the laws of the Commonwealth of Virginia. WC at Home provides Westminster-Canterbury's home health, hospice, and related services.

During 2015, Westminster-Canterbury created Senior Options, LLC (Senior Options), a wholly owned limited liability company organized under the laws of the Commonwealth of Virginia. Senior Options assists unrelated organizations in providing high quality home and community-based health care programs to its patients. Senior Options provides administrative, quality assurance, education, training, billing, and other advisory services to other senior living organizations.

During 2016, Westminster-Canterbury created S.O. Realty, LLC (S.O. Realty), a wholly owned limited liability company organized under the laws of the Commonwealth of Virginia. S.O. Realty owns an office building that provides office space for Senior Options, LLC and Westminster-Canterbury at Home, LLC. The last outside tenant vacated the building on November 1, 2019. Annual rental income was approximately \$216,000 and \$172,000 during 2021 and 2020, respectively.

During 2018, Westminster-Canterbury purchased the capital stock of the Lynnhaven Fishing Pier Corporation (Lynnhaven), a Virginia corporation that has made an S-Corporation election, and its related property for \$6,000,000. The purchase price was allocated to land on the accompanying consolidated balance sheets. Westminster-Canterbury is now the sole owner of Lynnhaven.

Westminster-Canterbury on Chesapeake Bay Foundation: Westminster-Canterbury on Chesapeake Bay Foundation (the Foundation) was incorporated in December 1992 as a nonprofit Virginia nonstock corporation, the sole member of which is Westminster-Canterbury. The Foundation, managed by a board of directors appointed by the board of trustees of Westminster-Canterbury, is a self-supporting, tax-exempt organization that supports the mission of Westminster-Canterbury by furthering its financial assistance and fundraising goals.

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)

Organization (Continued)

Ballentine Home Corporation: The Ballentine Home Corporation (the Ballentine) was incorporated as a nonprofit nonstock corporation in May 1985, and was organized by the Episcopal Diocese of Southern Virginia and the Presbytery of Eastern Virginia of the Presbyterian Church (U.S.A.). Westminster-Canterbury is the sole member of the Ballentine. The Ballentine operated a 74-bed home for adults in Norfolk, Virginia. During the year ended September 30, 2012, the Ballentine entered into an asset purchase agreement and sold the Ballentine assets to an unrelated party. The Ballentine has no operations; however, the proceeds from the sale are held by the Ballentine to further the mission of Westminster-Canterbury.

On May 23, 2019, Westminster-Canterbury signed a purchase and sales agreement with the Casa del Playa Condominium Unit Owners' Association to purchase the Casa del Playa Condominium property for \$15 million. The property consists of thirty (30) individual units and common elements located at 2400 Starfish Road, adjacent to Westminster-Canterbury. On August 24, 2020, the purchase agreement was executed. Since Westminster-Canterbury already owned twenty-nine (29) of the thirty (30) units, the actual cash exchanged was \$500,000.

Senior Options Community: Senior Options Community was incorporated in September 2021 as a nonprofit Virginia nonstock corporation, the sole member of which is Westminster-Canterbury. Senior Options Community, governed by a board of directors appointed by the board of trustees of Westminster-Canterbury, is a self-supporting, tax-exempt organization. Senior Options Community was organized for charitable and religious purposes, including providing housing and health care to aged person. Senior Options Community had no activity in 2021.

Principles of Consolidation

The consolidated financial statements consist of the accounts of Westminster-Canterbury on Chesapeake Bay, Westminster-Canterbury on Chesapeake Bay Foundation, Senior Options, LLC, Westminster-Canterbury at Home, LLC, S.O. Realty, LLC, the Ballentine Home Corporation and the Lynnhaven Fishing Pier Corporation, collectively referred to as "WCCB" or the "Corporation." Significant intercompany accounts and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)

Cash and Cash Equivalents

The Corporation considers cash and cash equivalents to include cash on hand and temporary investments, including obligations acquired with original maturities of three months or less.

The Corporation maintains cash balances at several financial institutions located within its market area. Accounts at each institution are insured by the Federal Deposit Insurance Corporation (FDIC). At times, deposits may exceed FDIC amounts.

Allowance for Doubtful Accounts

The Corporation provides an allowance for doubtful accounts using management's judgment. Residents and off-campus clients are not required to provide collateral for services rendered. Payment for services is required upon receipt of invoice or claim submission. Accounts past due are individually analyzed for collectability. In addition, an allowance is estimated for aged accounts based on historical experience of the Corporation. At September 30, 2021 and 2020, the allowance for doubtful accounts was approximately \$227,000 and \$236,000, respectively.

Pledges Receivable

Pledges receivable are recorded in the period in which the pledges are received. Pledges receivable are included in receivables, net on the consolidated balance sheets. Pledges receivable outstanding at September 30, 2021 are expected to be collected over the following terms:

Less than One Year	\$ 229,445
Two to Five Years	-
Total	<u>\$ 229,445</u>

Investments

Investments in equity securities with readily determinable fair values and all investments in debt securities (including funds held by Trustee) are measured at fair value in the consolidated balance sheets. Investments include mutual funds, marketable equity securities, and alternative investments with maturities generally ranging from five months to 30 years.

The fair value of marketable equity securities, bonds and other investments is based on quoted market prices. Realized gains and losses on the sale of investments are determined based on the cost of the specific investment sold.

Investment income or loss (including realized gains and losses on investments, interest, and dividends) is included in operating income unless the income or loss is restricted by donor or law. Unrealized gains and losses on investments, if any, are excluded from operating income.

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)

Assets Limited as to Use

Assets limited as to use are measured at fair value in the accompanying consolidated balance sheets and consist of proceeds from reservation fees restricted under residency agreements and amounts restricted under bond indenture and escrow agreements.

Property, Plant, and Equipment

Property, plant, and equipment are stated on the basis of cost. Depreciation is computed using the straight-line method over the estimated useful lives of the related assets ranging from 3 to 40 years. The Corporation capitalizes all assets over \$500 if a single item, and over \$1,000 for a group of items.

Deferred Financing Costs

Financing costs incurred in connection with the issuance of long-term debt are deferred and amortized over the term of the related indebtedness, which approximates the effective interest method. Amortization expense, which is included with interest expense on the consolidated statement of operations and changes in net assets (deficit) without donor restrictions, was approximately \$46,000 for the years ended September 30, 2021 and 2020.

Leases

The Corporation determines if an arrangement is a lease at inception. Operating leases are included in property, plant, and equipment as right-of-use (ROU) assets and leases payable in the consolidated balance sheets. ROU assets present the Corporation's right to use an underlying asset for the lease term and lease payables represent the Corporation's obligation to make lease payments arising from the lease. ROU assets and payables are recognized at the commencement date of the lease based on present value of lease payments over the lease term. Lease terms may include options to extend or terminate the lease when it is reasonably certain that the Corporation will exercise the option. Lease expense for operating lease payments is recognized on a straight-line basis over the lease term. The Corporation has elected to recognize payments for short-term leases with a lease term of 12 months or less as expense as incurred and these leases are not included as lease payables or ROU assets on the consolidated balance sheets.

Reservation Fees

Reservation fees are comprised of prospective residents' deposits for priority of apartments. Upon acceptance by the resident of an apartment, the reservation fee is applied to the advance fee and becomes part of deferred revenue from advance fees. Reservation fees are fully refundable, subject to certain terms and conditions of the reservation agreements.

Advance Fees

Residents admitted to the community pay an "advance fee" at admission and a monthly fee to cover the cost of their care. Under the Standard Contract, the amount of the advance fee subject to refund is reduced by a one-time 4% administrative charge and by 2% for each month of occupancy up to 48 months. No refund is due after 48 months of occupancy.

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)

Advance Fees (Continued)

In the event of the resident's death, the amount of the advance fee subject to refund is reduced by a one-time 4% administrative charge and by 2% per month if death occurs within six months of occupancy.

No refund of any amount of the advance fee will be made if death of resident occurs after six months.

Under the 50-month Declining Balance Contract, the amount of the advance fee subject to refund is reduced by a one-time 4% administrative charge and by 2% for each month of occupancy up to 48 months due to termination for any reason, including death. No refund is due after 48 months of occupancy.

Under the 50% Refundable Contract, the amount of the advance fee subject to refund is reduced by a one-time 4% administrative charge and by 2% for each month of occupancy up to 23 months due to termination for any reason, including death. The refund is never less than 50% of the advance fee paid.

Under the 90% Refundable Contract, the amount of the advance fee subject to refund is reduced by a one-time 4% administrative charge and by 1% for each month of occupancy up to six months due to termination for any reason, including death. The refund is never less than 90% of the advance fee paid.

Four additional contracts are available to residents – the limited medical assistance (365 days), limited medical assistance (180 days) contracts, 90% refundable fee-for-service contract, and a fee-for-service contract. These contracts are subject to the same refund of advance fee provisions as the Standard Contract.

In 2020, the Corporation revised all contracts to recognize the 4% nonrefundable administrative charge as other operating income upon payment of the advance fees. Prior to 2020, the nonrefundable administrative charge was recognized as deferred revenue from advance fees and amortized into income over the life expectancy of the resident. Total administrative charges recognized as other income was approximately \$921,000 and \$592,000 for the years ended September 30, 2021 and 2020, respectively.

As of September 30, 2021, 91% of the residents have entered Westminster-Canterbury under the Standard Contract.

At September 30, 2021 and 2020, the portion of advance fees subject to refund provisions amounted to approximately \$41,419,000 and \$33,905,000 respectively. Amounts expected to be refunded to current residents, based on Westminster-Canterbury's experience, are approximately \$11,272,000 and \$4,816,000 at September 30, 2021 and 2020, respectively.

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)

Deferred Revenue – Provider Relief Funding

In response to the Coronavirus pandemic, the U.S. Department of Health and Human Services (HHS) made available emergency relief grant funds to health care providers through the CARES Act Provider Relief Fund (PRF). Total grant funds approved and received by the Corporation as of September 30, 2021 was \$1,885,766. The PRF's are subject to certain restrictions on eligible expenses or uses, reporting requirements, and will be subject to audit.

The Corporation recognized \$685,766 and \$1,200,000 as other operating revenue in the consolidated statements of operations and changes in net assets (deficit) without donor restrictions in 2021 and 2020, respectively. \$477,967 was recorded as deferred revenue in the consolidated balance sheets as of September 30, 2020. Management believes the amounts have been recognized appropriately as of September 30, 2021.

Obligation to Provide Future Services

Westminster-Canterbury annually calculates the present value of the net cost of future services and the use of facilities to be provided to current residents and compares that amount with the balance of deferred revenue from advance fees. If the present value of the net cost of future services and the use of facilities exceeds the deferred revenue from advance fees, a liability is recorded with the corresponding charge to income (obligation to provide future services). The obligation is discounted at 4.5-6.0%, based on the expected long-term rate of return on government obligations. At September 30, 2021 and 2020, Westminster-Canterbury did not have an obligation to provide future services.

Charitable Gift Annuities

Assets received are recognized at fair value and an annuity liability (deferred annuity obligation) is recognized for the present value of future cash flows expected to be paid to the donor (discounted at 6% in 2021 and 2020). Contribution revenue is recognized for the difference between these amounts. Adjustments to the annuity liability are made annually to reflect changes in the discount rate or the life expectancy of the donor and are recognized as "Change in Estimated Value of Deferred Annuity Obligations" in the consolidated statements of operations and changes in net assets (deficit) without donor restrictions.

Net Assets with Donor Restrictions

Purpose restricted net assets are those whose use by the Corporation has been limited by donors to a specific time period or purpose. Perpetually restricted net assets have been restricted by donors to be maintained by the Corporation in perpetuity.

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)

Donor-Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. The gifts are reported as either purpose or perpetually restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, purpose restricted net assets are reclassified as net assets without donor restrictions and reported in the consolidated statements of operations and changes in net assets (deficit) without donor restrictions as net assets released from restriction. Donor-restricted contributions whose restrictions are met within the same year as received are reflected as contributions without restrictions in the accompanying consolidated financial statements.

Excess of Revenues, Gains, and Other Support over Expenses

The consolidated statements of operations and changes in net assets (deficit) without donor restrictions include excess of revenues, gains, and other support over expenses. Changes in net assets (deficit) without donor restrictions which are excluded from operating income, consistent with industry practice, include permanent transfers of assets to and from affiliates for other than goods and services, and contributions of long-lived assets, including assets acquired using contributions which by donor restriction were to be used for purposes of acquiring such assets.

Risks and Uncertainties

The Corporation holds investments in a variety of investment funds. In general, investments are exposed to various risks, such as interest rate, credit, and overall market volatility risk. Due to the level of risk associated with certain investments, it is reasonably possible that changes in the values of the investments will continue to occur in the near term and that such changes could materially affect the Corporation's investment balances and the amounts reported in the consolidated balance sheets of the Corporation.

Income Taxes

Westminster-Canterbury, the Foundation and the Ballentine are nonprofit organizations exempt from federal and state income taxes under Internal Revenue Code Section 501(c)(3).

Senior Options, WC at Home, and S.O. Realty are single member limited liability companies and are considered disregarded entities for income tax purposes.

Lynnhaven is an S corporation owned 100% by Westminster-Canterbury. Any net revenue that Lynnhaven generates while remaining an S corporation will be considered unrelated business income (UBI) to Westminster-Canterbury. During the year, Lynnhaven did not generate any revenue that would generate UBI.

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)

Income Taxes (Continued)

Westminster-Canterbury, the Foundation, and Ballentine file as tax-exempt organizations. Management is not aware of any activities that would jeopardize the tax-exempt status of Westminster-Canterbury, the Foundation, or Ballentine. Management is not aware of any significant activities that are subject to tax on unrelated business income or excise or other taxes for Westminster-Canterbury, the Foundation, or Ballentine.

Westminster-Canterbury, the Foundation, and Ballentine follow guidance in the income tax standard regarding the recognition and measurement of uncertain tax positions. The application has had no impact on the Corporation's consolidated financial statements.

Fair Value Measurement

Fair value measurement applies to reported balances that are required or permitted to be measured at fair value under an existing accounting standard. The Corporation emphasizes that fair value is a market-based measurement, not an entity-specific measurement. Therefore, a fair value measurement should be determined based on the assumptions that market participants would use in pricing the asset or liability and establishes a fair value hierarchy.

The fair value hierarchy consists of three levels of inputs that may be used to measure fair value as follows:

Level 1 – Inputs that utilize quoted prices (unadjusted) in active markets for identical assets or liabilities that the Corporation has the ability to access;

Level 2 – Inputs that include quoted prices for similar assets and liabilities in active markets and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument. Fair values for these instruments are estimated using pricing models, quoted prices of securities with similar characteristics, or discounted cash flows; and,

Level 3 – Inputs that are unobservable inputs for the asset or liability, which are typically based on an entity's own assumptions, as there is little, if any, related market activity.

In instances where the determination of the fair value measurement is based on inputs from different levels of the fair value hierarchy, the level in the fair value hierarchy within which the entire fair value measurement falls is based on the lowest level input that is significant to the fair value measurement in its entirety.

Fair value measurement is based upon quoted prices, if available. If quoted prices are not available, fair values are measured using independent pricing models or other model-based valuation techniques such as the present value of future cash flows, adjusted for the security's credit rating, prepayment assumptions, and other factors such as credit loss assumptions.

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)

Fair Value Measurement (Continued)

Securities valued using Level 1 inputs include those traded on an active exchange, such as the New York Stock Exchange. In addition, Level 1 inputs include securities that are traded by dealers or brokers in active over-the-counter markets, such as U.S. Treasury and other U.S. government and agency mortgage-backed securities, municipal bonds, and corporate bonds. Level 2 inputs include deferred annuity obligations due from the Corporation. Assets valued using Level 3 inputs include alternative investments.

The Fair Value Option Standard for Financial Assets and Financial Liabilities allows entities the irrevocable option to elect fair value for the initial and subsequent measurement for eligible financial assets and liabilities on an instrument-by-instrument basis. The Corporation has not elected to measure any existing financial assets or financial liabilities at fair value under this option.

Benevolent Assistance

Providing benevolent assistance to qualified residents is an integral part of the Corporation's mission. The Corporation has a benevolent assistance policy to provide entrance fees and/or monthly fee assistance to applicants who meet the admission requirement and have served their church and/or community, but lack sufficient resources for admission. The Corporation also provides monthly assistance to residents, who through no fault of their own, experience financial difficulties and can no longer meet their monthly obligations. These residents are identified based on financial information obtained from the resident at the time of admission. This information is subsequently reviewed and analyzed by the Corporation.

The Corporation has estimated its direct and indirect costs of providing benevolent assistance under its benevolent assistance policy. In order to estimate the cost of providing such care, management calculated a cost-to-charge ratio by comparing the cost to provide services to residents and amount charged to residents. The cost-to-charge ratio is applied to the charges foregone to calculate the estimated direct and indirect cost of providing benevolent assistance. Using this methodology, the Corporation has estimated the costs for services under the Corporation's benevolent assistance policy to be approximately \$1,246,000 and \$1,322,000 for the years ended September 30, 2021 and 2020, respectively.

The Corporation received approximately \$606,000 and \$580,000 in contributions to subsidize the costs of providing benevolent assistance under its benevolent assistance policy for the years ended September 30, 2021 and 2020, respectively.

In addition, the estimated cost related to unreimbursed Medicaid services provided was approximately \$451,000 and \$257,000 for the years ended September 30, 2021 and 2020, respectively.

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)

New Accounting Pronouncement – ASU 2016-02

In February 2016, FASB issued ASU 2016-02, *Leases (Topic 842)*. This new standard increases transparency and comparability among organizations by requiring the recognition of right-of-use (ROU) assets and lease liabilities on the balance sheet. Most prominent among the changes in the standard is the recognition of the ROU assets and lease liabilities by lessees for these leases classified as operating leases. Under the standard, disclosures are required to meet the objective of enabling users of financial statements to assess the amount, timing, and uncertainty of cash flows arising from leases.

The Corporation adopted the provisions of this standard effective October 1, 2020 using the modified retrospective method and the additional transition method under ASU 2018-11, which allows for a cumulative effect adjustment within retained earnings in the period of adoption. The Corporation elected the package of three practical expedients which allows companies to not reassess whether arrangements contain leases, the classification of leases, and the capitalization of initial direct costs. In addition, the Corporation elected the short-term lease recognition whereby operating lease related assets or liabilities for lease terms less than twelve months will not be recognized. The Corporation has also elected the practical expedient to not separate lease and non-lease components for all asset classes. The Corporation elected the use-of-hindsight practical expedient to reassess the lease terms for existing leases.

Subsequent Events

In preparing these consolidated financial statements, the Corporation has evaluated events and transactions for potential recognition or disclosure through January 27, 2022, the date the consolidated financial statements were issued.

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 2 RESIDENT AND HOME AND COMMUNITY BASED SERVICES REVENUE

Resident and home and community based services revenue is reported at the amount that reflects the consideration to which the Corporation expects to be entitled in exchange for providing resident and home and community based care. These amounts are due from residents, patients, third-party payors (including health insurers and government programs), and others and includes variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Generally, the Corporation bills the residents, patients and third-party payors several days after the services are performed. Service fees paid by residents for maintenance, meals, and other services are assessed monthly and are recognized as revenue in the period services are rendered. Revenue is recognized as performance obligations are satisfied.

Performance obligations are determined based on the nature of the services provided by the Corporation. Revenue for performance obligations satisfied over time is recognized based on actual charges incurred in relation to total expected (or actual) charges. The Corporation believes that this method provides a faithful depiction of the transfer of services over the term of the performance obligation based on the inputs needed to satisfy the obligation. Generally, performance obligations satisfied over time relate to residents in the facilities receiving skilled nursing services or housing residents receiving services in the facilities. The Corporation considers daily services provided to residents of the skilled nursing facilities, and monthly rental for housing services as a separate performance obligation and measures this on a monthly basis, or upon move-out within the month, whichever is shorter. Nonrefundable entrance fees are considered to contain a material right associated with access to future services, which is the related performance obligation. Revenue from nonrefundable entrance fees is recognized ratably in future periods covering a resident's life expectancy using a time-based measurement similar to the output method. Revenue for performance obligations satisfied at a point in time is generally recognized when goods are provided to our residents and patients in a retail setting (for example, gift shop and cafeteria meals) and the Corporation does not believe it is required to provide additional goods or services related to that sale.

Because all of its performance obligations relate to contracts with a duration of less than one year, the Corporation has elected to apply the optional exemption provided in FASB ASC 606-10-50-14(a) and, therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period.

The Corporation determines the transaction price based on standard charges for goods and services provided, reduced by contractual adjustments provided to third-party payors, discounts provided to uninsured patients in accordance with the Corporation's policy, and/or implicit price concessions provided to residents. The Corporation determines its estimates of contractual adjustments based on contractual agreements, its policy, and historical experience. The Corporation determines its estimate of implicit price concessions based on its historical collection experience.

Agreements with third-party payors typically provide for payments at amounts less than established charges. A summary of the payment arrangements with major third-party payors follows:

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 2 RESIDENT AND HOME AND COMMUNITY BASED SERVICES REVENUE (CONTINUED)

Medicare and Medicaid

The Corporation's licensed nursing facility participate in the Medicare program. This federal program is administered by the Centers for Medicare and Medicaid Services (CMS). On October 1, 2019, CMS finalized the Patient Driven Payment Model (PDPM) to replace the existing Medicare Prospective Payment System (PPS). Under PDPM, therapy minutes are removed as the primary basis for payment and instead the underlying complexity and clinical needs of a patient is used as a basis for reimbursement. In addition, PDPM introduced variable adjustment factors that change reimbursement rates during the resident's length of stay. Annual cost reports are required to be submitted to the designated Medicare Administrative Contractor; however, they do not contain a cost settlement.

Nursing facilities licensed for participation in the Medicare and Medical Assistance programs are subject to annual licensure renewal. If it is determined that a nursing facility is not in substantial compliance with the requirements of participation, CMS may impose sanctions and penalties during the period of noncompliance. Such a payment ban would have a negative impact on the revenues of the licensed nursing facility.

The Corporation's licensed nursing facility participates in the Medicaid program which is administered by Virginia's Department of Medical Assistance Services (DMAS). DMAS uses a price-based payment system to reimburse providers, which is weighted for each claim based on PDPM HIPPS codes listed on each claim. Each year DMAS publishes a priced-based total case mix rate and a total indirect rate, both of which make up the bulk of the base payment rate for each provider. The total case mix rate and the total indirect rate are determined by a preassigned peer group of geographically similar regions within Virginia. The price-based rate is weighted for the severity of care of the documented code listed for each claim. Annual Medicaid cost reports are required by the state of Virginia, however, they are not used to settle the costs of claims. Instead, the cost reports are used in the development of price-based rates and to monitor the adequacy of the reimbursement methodology.

Other

Payment agreements with certain commercial insurance carriers provide for payment using prospectively determined daily rates.

Settlements with third-party payors for retroactive adjustments due to audits, reviews, or investigations are considered variable consideration and are included in the determination of the estimated transaction price for providing patient care. These settlements are estimated based on the terms of the payment agreement with the payor, correspondence from the payor and the Corporation's historical settlement activity, including an assessment to ensure that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the retroactive adjustment is subsequently resolved. Estimated settlements are adjusted in future periods as adjustments become known (that is, new information becomes available), or as years are settled or are no longer subject to such audits, reviews, and investigations. Adjustments arising from a change in an implicit price concession impacting transaction price, were not significant in 2021 or 2020.

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 2 RESIDENT AND HOME AND COMMUNITY BASED SERVICES REVENUE (CONTINUED)

Generally residents and patients who are covered by third-party payors are responsible for related deductibles and coinsurance, which vary in amount. The Corporation estimates the transaction price for residents and patients with deductibles and coinsurance based on historical experience and current market conditions. The initial estimate of the transaction price is determined by reducing the standard charge by any contractual adjustments, discounts, and implicit price concessions. Subsequent charges to the estimate of the transaction price are generally recorded as adjustments to resident and home and community based services revenue in the period of the change. Additional revenue recognized due to changes in its estimates of implicit price concessions, discounts, and contractual adjustments were not considered material for the years ended September 30, 2021 and 2020. Subsequent changes that are determined to be the result of an adverse change in the resident's or patient's ability to pay are recorded as bad debt expense.

The Corporation has determined that the nature, amount, timing, and uncertainty of revenue and cash flows are affected by the following factors: payors, service line, method of reimbursement, and timing of when revenue is recognized.

The composition of residential and home and community based services revenue by primary payor for the years ended September 30 is as follows:

	<u>2021</u>	<u>2020</u>
Medicare	\$ 14,264,910	\$ 13,649,992
Medicaid	585,342	456,754
Private	47,795,731	44,823,528
Other	<u>520,806</u>	<u>526,255</u>
Total	<u>\$ 63,166,789</u>	<u>\$ 59,456,529</u>

Revenue from resident's and patient's deductibles and coinsurance are included in the categories presented above based on the primary payor.

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 2 RESIDENT AND HOME AND COMMUNITY BASED SERVICES REVENUE (CONTINUED)

The composition of residential and home and community based services revenue based on the Corporation's lines of business, method of reimbursement, and timing of revenue recognition for the years ended September 30 are as follows:

	2021	2020
Service Lines:		
Independent Living	\$ 21,380,998	\$ 24,215,728
Assisted Living	3,583,838	3,253,306
Health Care Services	13,184,700	9,168,664
Home and Community Based Services	12,170,687	11,243,905
Amortization of Entrance Fees	12,846,566	11,574,926
Total	\$ 63,166,789	\$ 59,456,529
Method of Reimbursement:		
Monthly Service Fees	\$ 26,597,859	\$ 29,293,334
Amortization of Entrance Fees	12,846,566	11,574,926
Fee for Service	23,722,364	18,588,269
Total	\$ 63,166,789	\$ 59,456,529
Timing of Revenue and Recognition:		
Health Care Services Transferred Over Time	\$ 63,166,789	\$ 59,456,529
Total	\$ 63,166,789	\$ 59,456,529

Financing Component

The Corporation has elected the practical expedient allowed under FASB ASC 606-10-32-18 and does not adjust the promised amount of consideration from residents and third-party payors for the effects of a significant financing component due to its expectation that the period between the time the service is provided to a resident and the time that the resident or a third-party payor pays for that service will be one year or less. However, the Corporation does, in certain instances, enter into payment agreements with residents that allow payments in excess of one year. For those cases, the financing component is not deemed to be significant to the contract.

Contract Costs

The Corporation has applied the practical expedient provided by FASB ASC 340-40-25-4 and all incremental customer contract acquisition costs are expensed as they are incurred as the amortization period of the asset that the Corporation otherwise would have recognized is one year or less in duration.

The opening and closing contract balances related to resident accounts receivable and residence and service agreements were as follows:

	Accounts Receivable	Deferred Revenue	Refundable Advance Fees
Balance as of October 1, 2019	\$ 3,662,685	\$ 88,390,194	\$ 5,202,090
Balance as of September 30, 2020	3,766,547	91,743,490	4,400,190
Balance as of September 30, 2021	2,946,692	96,329,955	10,872,892

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 3 ASSETS LIMITED AS TO USE

Assets limited as to use at September 30 are summarized as follows:

	2021		2020	
	Cost	Fair Value	Cost	Fair Value
Externally Restricted Under Residency Agreements:				
Cash and Cash Equivalents	\$ 2,027,264	\$ 2,027,264	\$ 1,330,836	\$ 1,330,836
Externally Restricted Under Bond Indenture Agreements:				
Cash and Cash Equivalents	499,500	499,500	-	-
Externally Restricted Under Bond Indenture Agreements:				
Cash and Cash Equivalents	383,590	383,590	383,899	383,899
Total	<u>\$ 2,910,354</u>	<u>\$ 2,910,354</u>	<u>\$ 1,714,735</u>	<u>\$ 1,714,735</u>

NOTE 4 INVESTMENTS

Investments at September 30 are summarized as follows:

	2021		2020	
	Cost	Fair Value	Cost	Fair Value
Westminster-Canterbury:				
Mutual Funds	\$ 13,402,561	\$ 13,750,033	\$ 10,877,928	\$ 11,666,515
Money Market	-	-	2,000,068	2,000,068
Equity Securities	12,382,578	26,099,954	13,104,489	22,794,015
	<u>25,785,139</u>	<u>39,849,987</u>	<u>25,982,485</u>	<u>36,460,598</u>
Foundation:				
Mutual Funds	4,061,699	4,133,910	3,580,834	3,800,347
Equity Securities	8,363,379	13,414,222	8,502,917	11,438,691
Alternative Investments	-	-	23,902	1,609
	<u>12,425,078</u>	<u>17,548,132</u>	<u>12,107,653</u>	<u>15,240,647</u>
Ballentine:				
Mutual Funds	-	-	1,373,964	1,450,956
Equity Securities	-	-	1,575,704	2,700,222
	<u>-</u>	<u>-</u>	<u>2,949,668</u>	<u>4,151,178</u>
Total Investments	<u>\$ 38,210,217</u>	<u>\$ 57,398,119</u>	<u>\$ 41,039,806</u>	<u>\$ 55,852,423</u>

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 4 INVESTMENTS (CONTINUED)

Investment income and realized gains and losses are classified as follows for the years ended September 30:

	<u>2021</u>	<u>2020</u>
Included in Investment Income:		
Without Donor Restrictions:		
Interest and Dividend Income	\$ 985,710	\$ 1,046,687
Net Realized Gains (Losses) on Sales of Investments	<u>4,245,154</u>	<u>(180,023)</u>
Total Without Donor Restrictions	5,230,864	866,664
Purpose Restricted:		
Interest and Dividend Income	332,110	370,573
Net Realized Gains (Losses) on Sales of Investments	<u>583,378</u>	<u>(1,577)</u>
Total Purpose Restricted	915,488	368,996
Total	<u>\$ 6,146,352</u>	<u>\$ 1,235,660</u>

NOTE 5 PROPERTY, PLANT, AND EQUIPMENT

Property, plant, and equipment consist of the following at September 30:

	<u>2021</u>	<u>2020</u>
Land	\$ 8,762,634	\$ 8,762,634
Land Improvements	2,401,746	2,290,883
Buildings and Fixtures	187,944,906	185,454,602
Right of Use Assets	315,936	-
Furniture and Equipment	<u>19,113,269</u>	<u>18,771,698</u>
Total	218,538,491	215,279,817
Less: Accumulated Depreciation	<u>(109,748,508)</u>	<u>(101,264,318)</u>
Total	108,789,983	114,015,499
Construction in Progress	<u>17,067,245</u>	<u>10,166,920</u>
Total	<u>\$ 125,857,228</u>	<u>\$ 124,182,419</u>

Depreciation expense for the years ended September 30, 2021 and 2020 totaled approximately \$9,635,000 and \$9,183,000, respectively. Construction in progress related to routine renovation projects and an expansion project as of September 30, 2021. Construction in progress related to routine renovation projects as of September 30, 2020.

In 2021 the Corporation signed contracts with an architecture firm for a total fee of \$2,249,500 and a construction firm for a total fee of \$4,156,995. As of September 30, 2021, approximately \$4,485,000 remains to be paid on these contracts.

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 6 LEASES PAYABLE

The Corporation leases equipment as well as certain office facilities for various terms under long-term, noncancelable lease agreements. The leases expire at various dates through 2025. Total rent expense on these operating leases was approximately \$90,000 and \$56,000 for 2021 and 2020, respectively.

A maturity analysis of annual undiscounted cash flows for lease liabilities as of September 30, 2021, is as follows:

<u>Year Ending September 30.</u>	<u>Amount</u>
2022	\$ 79,399
2023	76,437
2024	76,437
2025	33,657
Total Lease Payments	<u>265,930</u>
Less: Current Portion	(70,275)
Less: Imputed Interest	(18,777)
Present Value of Lease Payable, Net of Current Portion	<u><u>\$ 176,878</u></u>

The lease payable will continue to be impacted by new leases, lease modifications, lease terminations, and reevaluation of any new facts and circumstances. As of September 30, 2021, the weighted average lease term remaining that is included in the maturities of the lease payables is 3.5 years.

As the rate implicit in each lease is not readily determinable, the Corporation uses an incremental borrowing rate to calculate the lease liability that represents an estimate of the interest rate the Corporation would have to borrow on a collateralized basis over the term of a lease. The weighted average discount rate used for operating leases was 4.25% at September 30, 2021.

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 7 LONG-TERM DEBT

Long-term debt consists of the following at September 30:

<u>Description</u>	<u>2021</u>	<u>2020</u>
City of Virginia Beach Development Authority Series 2018 (Fixed Rate Bond) Residential Care Facility Revenue Refunding Bonds:		
Serial Bonds, due in graduated installments ranging from \$845,000 in September 2019 to \$2,540,000 in September 2036. Interest is payable semi-annually at annual rates ranging from 3.75% to 5.0%.	\$ 27,740,000	\$ 28,965,000
Term Bonds, due on September 1, 2040, 2044, and 2048 in amounts of \$11,480,000, \$13,955,000, and \$16,705,000, respectively. Interest is payable semi- annually at annual rates ranging from 4.0% to 5.0%.	42,140,000	42,140,000
Commercial Mortgage Loan, Due in Annual Installments beginning on March 2018 through maturity in February 2028. Interest is payable monthly at an annual rate of 4.25%.	<u>2,069,561</u>	<u>2,343,778</u>
Subtotal	71,949,561	73,448,778
Less: Current Portion	(1,571,284)	(1,499,224)
Plus: Unamortized Bond Premium	5,478,037	5,682,187
Less: Unamortized Deferred Financing Costs	<u>(931,411)</u>	<u>(977,626)</u>
Total	<u>\$ 74,924,903</u>	<u>\$ 76,654,115</u>

In September 2018, Westminster-Canterbury and the Foundation (collectively, the Obligated Group) issued \$73,115,000 in Residential Care Facility Revenue Refunding Bonds (Series 2018 Bonds). The proceeds of the bonds were used to refund the Series 2015 Bonds and to pay certain issuance costs. The Series 2018 Bonds bear interest at fixed interest rates ranging from 3.75% to 5.0%. Interest payments are due semi-annually and commenced on March 2019. Principal payments are due annually and commenced on September 2019. The Obligated Group recognized a loss on the early extinguishment of debt of approximately \$349,000 for the year ended September 30, 2018 related to the write-off of unamortized deferred financing costs.

In September 2015, the Obligated Group issued \$85,000,000 in Residential Care Facility Revenue and Refunding Bonds (Series 2015 Bonds). The proceeds of the bonds were used to refund the Series 2011, 2009, 2005, and 2004A Bonds, to pay certain issuance costs and to finance various capital renovations. The Series 2015 Bonds bore interest at a fixed interest rate of 3.2%. Principal and interest payments were due monthly commencing October 2015. The Obligated Group recognized a loss on the early extinguishment of debt of approximately \$1.5 million for the year ended September 30, 2015 related to the write-off of unamortized deferred financing costs, unamortized bond discounts, and prepayments of interest expense. During 2018, the outstanding Series 2015 Bonds were refinanced.

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 7 LONG-TERM DEBT (CONTINUED)

During 2018, Westminster-Canterbury entered into a loan agreement with a financial institution to provide \$3,000,000 to finance a portion of the purchase of Lynnhaven. The loan bears interest at a rate of 4.25%. Principal and interest payments are due monthly commencing March 2018 through maturity in February 2028. The loan is guaranteed by the Foundation and Lynnhaven.

Total interest paid during the years ended September 30, 2021 and 2020, was \$3,283,128 and \$3,340,483 respectively.

The following table sets forth the annual principal payments:

<u>Year Ending September 30,</u>	<u>Amount</u>
2022	\$ 1,571,284
2023	1,648,881
2024	1,731,833
2025	1,815,348
2026	1,904,447
Thereafter	<u>63,277,768</u>
Total	<u>\$ 71,949,561</u>

The Series 2018 Bonds are secured by revenues and receipts derived from operation of the Obligated Group, substantially all rights to endowments, gifts, grants and bequests of the Obligated Group, and deeds of trust on the property and equipment now owned and hereafter acquired by the Obligated Group.

The Trust Agreement between the Obligated Group and the trustee for the Series 2018 Bonds contains certain covenants including, among other things (1) requirements relating to ownership and maintenance of the community and (2) a requirement that the long-term debt service coverage ratio calculated at the end of each fiscal year, as defined in the agreement, be no less than 1.20. At September 30, 2021, management believes it is in compliance with these covenants.

NOTE 8 NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are restricted for the following purposes or periods as of September 30:

	<u>2021</u>	<u>2020</u>
Restricted for Time:		
Pledges Receivable	\$ 229,445	\$ 191,580
Restricted for Purpose:		
Fellowships	10,071,022	8,808,998
Birdsong Initiative	17,143	63,150
Other	<u>2,401,855</u>	<u>1,497,458</u>
Total Restricted for Purpose and Time	12,719,465	10,561,186
Perpetual in Nature:		
Endowments	<u>2,269,429</u>	<u>2,255,177</u>
Total Net Assets With Donor Restrictions	<u>\$ 14,988,894</u>	<u>\$ 12,816,363</u>

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
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NOTE 8 NET ASSETS WITH DONOR RESTRICTIONS (CONTINUED)

During the years ended September 30, 2021 and 2020, net assets were released from donor restrictions by incurring expenses satisfying the restricted purposes as follows:

	2021	2020
Fellowships	\$ 885,305	\$ 965,934
Bird Song Initiative	46,506	486,371
Health Services Operations	109,521	110,000
Other	240,886	214,424
Total	\$ 1,282,218	\$ 1,776,729

NOTE 9 PERPETUALLY RESTRICTED NET ASSETS

Interpretation of Relevant Law

The Commonwealth of Virginia adopted the Virginia Prudent Management of Institutional Funds Act (the Act). The board of trustees of the Corporation has interpreted the Act 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 Corporation classifies as perpetually restricted net assets (1) the original value of gifts donated to the permanent endowment and (2) the original value of subsequent gifts to the permanent endowment.

The remaining portion of the donor-restricted Endowment Fund that is not classified in perpetually restricted net assets is classified as purpose restricted net assets until those amounts are appropriated for expenditure by the Corporation in a manner consistent with the standard of prudence prescribed in the Act. In accordance with the Act, the Corporation considers 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 Corporation 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 Corporation
- The investment policy of the Corporation

Funds with Deficiencies

It is the Corporation's policy to maintain the corpus amounts of each individual Donor-Restricted Endowment Fund received. If the fair value of assets associated with Individual Donor-Restricted Endowment Funds were to fall below the level that the donor or the Act requires the Corporation to retain as a fund of perpetual duration, in accordance with GAAP, deficiencies of this nature are reported in net assets without donor restrictions.

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 9 PERPETUALLY RESTRICTED NET ASSETS (CONTINUED)

Return Objectives and Risk Parameters

The Corporation has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment. Endowment assets include those assets of donor-restricted funds the Corporation must hold in perpetuity or for a donor-specified period. Under this policy, as approved by the board of trustees, the endowment assets are invested in a manner intended to preserve and grow capital, strive for consistent absolute returns, preserve purchasing power by striving for long-term returns which either match or exceed the set payout, fees and inflation without putting the principal value at imprudent risk, and diversify investments consistent with commonly accepted industry standard to minimize the risk of large losses.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Corporation 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). Management targets a diversified asset allocation that meets the Corporation's long-term rate of return objectives while avoiding undue risk from imprudent concentration in any single asset class or investment vehicle.

Spending Policy and How the Investment Objectives Relate to Spending Policy

The Corporation's spending policy is consistent with its objective of preservation of the fair value of the original gift of the endowment assets held in perpetuity as well as to provide additional real growth through new gifts and investment return.

At September 30, 2021 and 2020, the Corporation had approximately \$2,269,000 and \$2,255,000, respectively, in endowments with donor restrictions perpetual in nature for which the income is used to support the purpose of the Foundation. The Corporation had no board-designated endowment funds for the year ended September 30, 2021.

The following is the change in endowment net assets for the years ended September 30, 2021 and 2020:

	2021			Total
	Without Donor Restrictions	Purpose Restricted	Perpetual in Nature	
Endowment Net Assets, Beginning of the Year	\$ 55,019	\$ 453,177	\$ 2,255,177	\$ 2,763,373
Change in Unrealized Gains on Investments	157,470	250,440	14,252	422,162
Contributions	-	-	-	-
Endowment Net Assets, End of the Year	<u>\$ 212,489</u>	<u>\$ 703,617</u>	<u>\$ 2,269,429</u>	<u>\$ 3,185,535</u>

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 9 PERPETUALLY RESTRICTED NET ASSETS (CONTINUED)

Spending Policy and How the Investment Objectives Relate to Spending Policy
(Continued)

	2020			Total
	Without Donor Restrictions	Purpose Restricted	Perpetual in Nature	
Endowment Net Assets, Beginning of the Year	\$ (5,981)	\$ 351,936	\$ 2,249,656	\$ 2,595,611
Change in Unrealized Gains on Investments	61,000	101,241	5,521	167,762
Contributions	-	-	-	-
Endowment Net Assets, End of the Year	<u>\$ 55,019</u>	<u>\$ 453,177</u>	<u>\$ 2,255,177</u>	<u>\$ 2,763,373</u>

NOTE 10 DEFERRED COMPENSATION PLAN

The Corporation maintains deferred compensation plans which cover substantially all eligible employees. For those employees at Westminster-Canterbury who are eligible to participate in the Corporation's IRC 403(b) Church Sponsored Employer Contributory Plan, the Corporation contributes a matching contribution equal to 100% of the voluntary contributions of each employee up to a maximum of 4% of annual compensation. The Corporation also contributed at its discretion an additional 3% of the annual compensation of each eligible employee for the years ended September 30, 2021 and 2020. The Westminster-Canterbury 403(b) plan is a qualified plan but is not subject to ERISA regulations. The Corporation also maintains nonqualified 457(b) and 457(f) plans for executive level staff contributions. The expenses related to deferred compensation plans were approximately \$966,000 and \$827,000 for the years ended September 30, 2021 and 2020, respectively.

NOTE 11 LIQUIDITY AND AVAILABILITY

The Corporation invests cash in excess of short-term requirements in short-term investments. In addition, the Corporation has long-term mutual funds and equity securities which are liquid within one week.

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the balance sheet date, comprise the following:

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 11 LIQUIDITY AND AVAILABILITY (CONTINUED)

	<u>2021</u>	<u>2020</u>
Cash and Cash Equivalents	\$ 28,695,666	\$ 8,220,806
Investments:		
Mutual Funds	17,883,943	16,917,818
Money Market	-	2,000,068
Equity Securities	39,514,176	36,932,928
Receivables, Net	3,176,137	3,958,127
Less: Net Assets With Donor Restrictions	<u>(14,988,894)</u>	<u>(12,816,363)</u>
Total Financial Assets Available to Meet Liquidity Needs	<u>\$ 74,281,028</u>	<u>\$ 55,213,384</u>

NOTE 12 FAIR VALUE MEASUREMENTS

The Corporation uses fair value measurements to record fair value adjustments to certain assets and liabilities and to determine fair value disclosures. For additional information on how the Corporation measures fair value refer to Note 1 – Organization and Summary of Significant Accounting Policies.

The following tables present the fair value hierarchy for the balances of the assets and liabilities of the Corporation measured at fair value on a recurring basis as of September 30:

	<u>2021</u>			<u>Total</u>
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	
Assets:				
Investments:				
Mutual Funds	\$ 17,883,943	\$ -	\$ -	\$ 17,883,943
Equity Securities	39,514,176	-	-	39,514,176
Total Assets	<u>\$ 57,398,119</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 57,398,119</u>
Liabilities:				
Deferred Annuity Obligations	\$ -	\$ 368,829	\$ -	\$ 368,829
Total Liabilities	<u>\$ -</u>	<u>\$ 368,829</u>	<u>\$ -</u>	<u>\$ 368,829</u>

	<u>2020</u>			<u>Total</u>
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	
Assets:				
Investments:				
Mutual Funds	\$ 16,917,818	\$ -	\$ -	\$ 16,917,818
Equity Securities	36,932,928	-	-	36,932,928
Alternative Investments	-	-	1,609	1,609
Total Assets	<u>53,850,746</u>	<u>-</u>	<u>1,609</u>	<u>53,852,355</u>
Liabilities:				
Deferred Annuity Obligations	\$ -	\$ 395,197	\$ -	\$ 395,197
Total Liabilities	<u>\$ -</u>	<u>\$ 395,197</u>	<u>\$ -</u>	<u>\$ 395,197</u>

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 12 FAIR VALUE MEASUREMENTS (CONTINUED)

The Corporation had \$2,000,068 of cash and cash equivalents included with investments on the consolidated balance sheet at September 30, 2020 which is not included in the above table.

The following table presents changes in assets measured at fair value using Level 3 inputs on a recurring basis for the years ended September 30, 2021 and 2020:

	Alternative Investments
Balance at October 1, 2019	\$ 22,062
Total Gains or Losses (Realized or Unrealized) for the Year Included in Operating Profit	(20,453)
Purchases, Sales, Issuances, and Settlements, Net	-
Balance at September 30, 2020	1,609
Total Gains or Losses (Realized or Unrealized) for the Year Included in Operating Profit	-
Purchases, Sales, Issuances, and Settlements, Net	(1,609)
Balance at September 30, 2021	\$ -

The following table represents the Corporation's Level 3 financial instruments, the valuation techniques used to measure the fair value of those financial instruments, and the unobservable inputs:

	2020		
Instrument	Fair Value	Principal Valuation Technique	Unobservable Inputs
Private Equity Funds	\$ 1,609	Market Value	Financial Statements

NOTE 13 COMMITMENTS AND CONTINGENCIES

The Corporation is subject to legal proceedings and claims which arise in the course of providing health care services. The Corporation maintains liability insurance coverage for claims made during the policy year. In management's opinion, adequate provision has been made for amounts expected to be paid under the policy's deductible limits for unasserted claims not covered by the policy and any other uninsured liability.

The health care industry is subject to numerous laws and regulations of federal, state, and local governments. These laws and regulations include, but are not necessarily limited to, matters such as licensure, accreditation, government health care program participation requirements, reimbursement for patient services, and Medicare and Medicaid fraud and abuse. Recently, government activity has increased with respect to investigations and allegations concerning possible violations of fraud and abuse statutes and regulations by health care providers. Violations of these laws and regulations could result in expulsion from government health care programs together with the imposition of significant fines and penalties, as well as significant repayments for patient services previously billed. As of September 30, 2021, management believes it is in compliance with all Medicare and Medicaid laws and regulations.

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 13 COMMITMENTS AND CONTINGENCIES (CONTINUED)

Self – Insurance

Health Insurance

In 2012, the Corporation began to self-insure its employees' health plan. The Corporation has contracted with an administrative service company to supervise and administer the program and act as its representative. Provisions for expected future payments are accrued based on the Corporation's experience and include amounts for claims filed and claims incurred but not reported. The Corporation insures for excessive and unexpected health claims and is liable for claims not to exceed \$150,000 for each covered member per plan year and an aggregate amount of \$2,737,108 per plan year.

Liability Insurance

The Corporation, together with other similar retirement communities in the state of Virginia, is a member of Virginia Senior Care Group, a limited liability corporation whose primary purpose is that of obtaining general liability and professional insurance for its members. Under the terms of the policy, the risk for these entities is pooled and a potential liability for this coverage is actuarially determined. Premiums paid represent a portion of the potential liability, as actuarially determined for the group. In addition, the Corporation maintains a loss fund deposit in the event that claims exceed the premiums. The policy also provides for umbrella coverage, which functions as an extension of the primary limit. The policy is written on a claims first made basis and has a component of reinsurance. Management has not recorded any liabilities related to this policy as they are not aware of any underfunding within the pool.

The Corporation's professional liability is on the claims-made basis. Under a claims-made policy, determination of coverage is triggered by the date the insured first becomes aware and notifies the insurer of a claim or potential claim.

COVID-19

In March 2020, the World Health Organization declared the spread of Coronavirus Disease (COVID-19) a worldwide pandemic. The COVID-19 pandemic is having significant effects on global markets, supply chains, businesses, and communities. Specific to the Corporation, COVID-19 may impact various parts of its 2022 operations and financial results including but not limited to additional costs for emergency preparedness, disease control, and containment, potential shortages of healthcare personnel, or loss of revenue due to reductions in certain revenue streams. Management believes the Corporation is taking appropriate actions to mitigate the negative impact. However, the full impact of COVID-19 is unknown and cannot be reasonably estimated as of September 30, 2021.

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 14 SUBSEQUENT EVENTS

After fiscal year end, on December 15, 2021, Senior Options Community, a wholly-owned subsidiary of Westminster-Canterbury and a company outside of the Obligated Group, purchased the Overture. The Overture is a 172-unit, 62 and over rental apartment community located at 3317 Ocean Shore Avenue, Virginia Beach, VA, 23451. The Overture, built in 2017, is located three miles from Westminster-Canterbury's primary campus and is a beach-front rental community that offers resort-style living with best-in-class amenities and exceptional views.

Senior Options Community secured a \$48.5 million loan to purchase the Overture. Westminster-Canterbury and the Foundation provided a \$12 million guarantee. The Corporation believes that purchasing the Overture presented an unique opportunity to expand its mission while limiting construction and absorption risk.

NOTE 15 FUNCTIONAL EXPENSES

Program, management, and fundraising expenses for the year ended September 30 are summarized as follows:

	2021			Total Program Services	Management and General	Fundraising	Total
	Residential Services	Health Services	Other Program				
Salaries and Benefits	\$ 7,385,092	\$ 13,933,490	\$ -	\$ 21,318,582	\$ 4,261,679	\$ 245,155	\$ 25,825,416
Interest Expense	938,639	1,590,851	87,268	2,616,758	715,906	29,220	3,361,884
Depreciation and Amortization	2,703,162	4,484,511	251,320	7,438,993	2,111,432	84,149	9,634,574
Employee Fringe Benefits	927,368	2,800,800	35,706	3,763,874	568,574	63,959	4,396,407
Other Supplies & Expenses	2,844,927	3,018,312	2,111	5,865,350	3,365,762	83,499	9,314,611
Food Costs	2,478,269	-	-	2,478,269	-	-	2,478,269
Utilities	385,876	604,285	33,865	1,024,026	434,867	11,339	1,470,232
Contracted Management Services	539,674	52,341	2,933	594,948	216,343	982	812,273
Real Estate, Property, Sales Taxes	351,737	576,709	32,320	960,766	280,637	10,822	1,252,225
Corporate Insurance	-	-	-	-	1,263,890	-	1,263,890
Other Professional Fees	-	233,893	-	233,893	563,059	48,815	845,767
Employee Related Expenses	28,616	211,985	-	240,601	391,494	558	632,653
Therapy, Pharmacy, Ancillary Costs	-	3,322,346	-	3,322,346	-	-	3,322,346
Program Costs	-	-	1,282,218	1,282,218	-	-	1,282,218
Total Expenses by Function	<u>\$ 18,583,360</u>	<u>\$ 30,829,523</u>	<u>\$ 1,727,741</u>	<u>\$ 51,140,624</u>	<u>\$ 14,173,643</u>	<u>\$ 578,498</u>	<u>\$ 65,892,765</u>

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 15 FUNCTIONAL EXPENSES (CONTINUED)

	2020						
	Residential Services	Program Services Health Services	Other Program	Total Program Services	Management and General	Fundraising	Total
Salaries and Benefits	\$ 7,477,910	\$ 13,593,266	\$ -	\$ 21,071,176	\$ 3,960,841	\$ 197,070	\$ 25,229,087
Interest Expense	989,062	1,545,730	126,649	2,661,441	710,591	25,445	3,397,477
Depreciation and Amortization	2,661,809	4,159,942	340,845	7,162,596	1,952,084	68,480	9,183,160
Employee Fringe Benefits	1,071,430	2,763,482	67,379	3,902,291	627,293	53,226	4,582,810
Other Supplies & Expenses	2,725,197	2,452,499	3,594	5,181,290	3,718,597	83,980	8,983,867
Food Costs	2,506,450	-	-	2,506,450	-	-	2,506,450
Utilities	396,654	619,900	50,791	1,067,345	438,110	10,205	1,515,660
Contracted Management Services	637,623	38,690	3,170	679,483	112,468	637	792,588
Real Estate, Property, Sales Taxes	361,435	553,615	45,360	960,410	273,714	9,113	1,243,237
Corporate Insurance	-	-	-	-	921,684	-	921,684
Other Professional Fees	-	240,495	-	240,495	412,762	36,571	689,828
Employee Related Expenses	28,500	280,785	-	309,285	418,982	380	728,647
Therapy, Pharmacy, Ancillary Costs	-	3,220,319	-	3,220,319	-	-	3,220,319
Program Costs	-	-	1,776,729	1,776,729	-	-	1,776,729
Total Expenses by Function	<u>\$ 18,856,070</u>	<u>\$ 29,468,723</u>	<u>\$ 2,414,517</u>	<u>\$ 50,739,310</u>	<u>\$ 13,547,126</u>	<u>\$ 485,107</u>	<u>\$ 64,771,543</u>

The consolidated financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated on a square footage basis include depreciation and amortization, interest expense, employee fringe benefits, contracted management services, and real estate, property, sales taxes.



INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION

Board of Trustees
Westminster-Canterbury on Chesapeake Bay
and Subsidiaries
Virginia Beach, Virginia

We have audited the consolidated financial statements of Westminster-Canterbury on Chesapeake Bay and Subsidiaries as of and for the year ended September 30, 2021, and our report thereon dated January 27, 2022, which expressed an unmodified opinion on those consolidated financial statements, appears on pages 1 and 2. Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The supplementary information as listed in the table of contents is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Charlotte, North Carolina
January 27, 2022

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY AND SUBSIDIARIES
CONSOLIDATING BALANCE SHEET
SEPTEMBER 30, 2021
(SEE INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION)

	Westminster- Canterbury	Foundation	Eliminations	Obligated Group	WC at Home	Senior Options	S.O. Realty	Ballentine	Lynnhaven	Nonobligated Group	Eliminations	Consolidated
ASSETS												
CURRENT ASSETS												
Cash and Cash Equivalents	\$ 6,459,780	\$ 697,550	\$ -	\$ 7,157,330	\$ 11,595,659	\$ 2,453,233	\$ 102,443	\$ 7,387,001	\$ -	\$ 21,538,336	\$ -	\$ 28,695,666
Receivables	28,720,696	274,208	(42,869)	28,952,035	9,306,497	2,273,733	248,669	1,476,913	106	13,305,918	(39,081,816)	3,176,137
Accrued Interest Receivable and Other	3,272,689	-	-	3,272,689	4,167	2,083	5,220	-	-	11,470	-	3,284,159
Total Current Assets	38,453,165	971,758	(42,869)	39,382,054	20,906,323	4,729,049	356,332	8,863,914	106	34,855,724	(39,081,816)	35,155,962
ASSETS LIMITED AS TO USE												
Externally Restricted Under Residency Agreements	2,027,264	-	-	2,027,264	-	-	-	-	-	-	-	2,027,264
Externally Restricted Under Escrow Agreement	499,500	-	-	499,500	-	-	-	-	-	-	-	499,500
Externally Restricted Under Bond Indenture Agreements	383,590	-	-	383,590	-	-	-	-	-	-	-	383,590
Total Assets Limited as to Use	2,910,354	-	-	2,910,354	-	-	-	-	-	-	-	2,910,354
INVESTMENTS	39,849,987	17,548,132	-	57,398,119	-	-	-	-	-	-	-	57,398,119
PROPERTY, PLANT, AND EQUIPMENT, NET	117,103,679	-	-	117,103,679	59,163	516,922	1,971,540	-	6,205,924	8,753,549	-	125,857,228
Total Assets	\$ 198,317,185	\$ 18,519,890	\$ (42,869)	\$ 216,794,206	\$ 20,965,486	\$ 5,245,971	\$ 2,327,872	\$ 8,863,914	\$ 6,206,030	\$ 43,609,273	\$ (39,081,816)	\$ 221,321,663

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY AND SUBSIDIARIES
CONSOLIDATING BALANCE SHEET (CONTINUED)
SEPTEMBER 30, 2021
(SEE INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION)

LIABILITIES AND NET ASSETS (DEFICIT)	Westminster- Canterbury	Foundation	Eliminations	Obligated Group	WC at Home	Senior Options	S.O. Realty	Ballentine	Lynnhaven	Nonobligated Group	Eliminations	Consolidated
CURRENT LIABILITIES												
Accounts Payable and Accrued Expenses	\$ 17,202,072	\$ 93,943	\$ (42,869)	\$ 17,253,146	\$ 16,238,163	\$ 5,332,274	\$ 2,323,671	\$ 31,931	\$ 6,765,457	\$ 30,691,496	\$ (39,081,816)	\$ 8,862,826
Accrued Interest	303,825	-	-	303,825	-	-	-	-	-	-	-	303,825
Reservation Fees	567,020	-	-	567,020	-	-	-	-	-	-	-	567,020
Current Portion of Refundable Advance Fees	399,000	-	-	399,000	-	-	-	-	-	-	-	399,000
Current Portion of Leases Payable	70,275	-	-	70,275	-	-	-	-	-	-	-	70,275
Current Portion of Long-Term Debt	1,571,284	-	-	1,571,284	-	-	-	-	-	-	-	1,571,284
Total Current Liabilities	20,113,476	93,943	(42,869)	20,164,550	16,238,163	5,332,274	2,323,671	31,931	6,765,457	30,691,496	(39,081,816)	11,774,230
ADVANCE FEES AND DEPOSITS												
Advance Fee Deposits	2,009,147	-	-	2,009,147	-	-	-	-	-	-	-	2,009,147
Refundable Advance Fees	10,872,892	-	-	10,872,892	-	-	-	-	-	-	-	10,872,892
Deferred Revenue from Advance Fees	96,329,955	-	-	96,329,955	-	-	-	-	-	-	-	96,329,955
Total Advance Fees and Deposits	109,211,994	-	-	109,211,994	-	-	-	-	-	-	-	109,211,994
Deferred Annuity Obligations	-	368,829	-	368,829	-	-	-	-	-	-	-	368,829
Leases Payable, Less Current Portion	176,878	-	-	176,878	-	-	-	-	-	-	-	176,878
Long-Term Debt, Less Current Portion	74,924,903	-	-	74,924,903	-	-	-	-	-	-	-	74,924,903
Other Liabilities	-	-	-	-	-	-	-	-	-	-	-	-
Total Liabilities	204,427,251	462,772	(42,869)	204,847,154	16,238,163	5,332,274	2,323,671	31,931	6,765,457	30,691,496	(39,081,816)	196,456,834
NET ASSETS (DEFICIT)												
Without Donor Restrictions	(6,110,066)	3,068,224	-	(3,041,842)	4,727,323	(86,303)	4,201	8,831,983	(559,427)	12,917,777	-	9,875,935
With Donor Restrictions:												
Purpose Restricted	-	12,719,465	-	12,719,465	-	-	-	-	-	-	-	12,719,465
Perpetual in Nature	-	2,269,429	-	2,269,429	-	-	-	-	-	-	-	2,269,429
Total Net Assets (Deficit)	(6,110,066)	18,057,118	-	11,947,052	4,727,323	(86,303)	4,201	8,831,983	(559,427)	12,917,777	-	24,864,829
Total Liabilities and Net Assets (Deficit)	\$ 198,317,185	\$ 18,519,890	\$ (42,869)	\$ 216,794,206	\$ 20,965,486	\$ 5,245,971	\$ 2,327,872	\$ 8,863,914	\$ 6,206,030	\$ 43,609,273	\$ (39,081,816)	\$ 221,321,663

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY AND SUBSIDIARIES
CONSOLIDATING STATEMENT OF OPERATIONS AND CHANGES IN NET ASSETS (DEFICIT) WITHOUT DONOR RESTRICTIONS
YEAR ENDED SEPTEMBER 30, 2021
(SEE INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION)

	Westminster- Canterbury	Foundation	Eliminations	Obligated Group	WC at Home	Senior Options	S.O. Realty	Ballentine	Lynnhaven	Nonobligated Group	Eliminations	Consolidated
REVENUE, GAINS, AND OTHER SUPPORT												
Resident Services, Including Amortization of Deferred Revenue from Advance Fees of \$12,846,566	\$ 50,996,102	\$ -	\$ -	\$ 50,996,102	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,996,102
Home and Community Based Services	-	-	-	-	9,884,344	3,074,573	-	-	-	12,958,917	(788,230)	12,170,687
Contributions	17,500	688,474	-	705,974	-	-	-	-	-	-	-	705,974
Investment Income	2,976,094	167,516	-	3,143,610	15,434	1,930	-	2,128,281	-	2,145,645	(58,391)	5,230,864
Other	2,895,248	-	-	2,895,248	303	-	215,964	-	-	216,267	-	3,111,515
Net Assets Released from Restriction	-	1,282,218	-	1,282,218	-	-	-	-	-	-	-	1,282,218
Total Revenues, Gains, and Other Support	56,884,944	2,138,208	-	59,023,152	9,900,081	3,076,503	215,964	2,128,281	-	15,320,829	(846,621)	73,497,360
EXPENSES												
Resident and Community Based Services	13,242,453	-	-	13,242,453	8,853,935	2,960,747	-	-	-	11,814,682	(788,230)	24,268,905
Dining Services	7,551,022	-	-	7,551,022	-	-	-	-	-	-	-	7,551,022
Housekeeping and Laundry	2,233,631	-	-	2,233,631	-	-	-	-	-	-	-	2,233,631
General and Administrative	13,679,179	429,320	-	14,108,499	-	-	98,394	13,254	86,738	198,386	(58,391)	14,248,494
Plant Maintenance	2,983,952	-	-	2,983,952	-	-	19,112	-	20,989	40,101	-	3,024,053
Depreciation and Amortization	9,565,224	-	-	9,565,224	14,852	4,785	49,713	-	-	69,350	-	9,634,574
Interest Expense	3,361,884	-	-	3,361,884	-	-	-	-	-	-	-	3,361,884
Fellowship Payments	-	885,305	-	885,305	-	-	-	-	-	-	-	885,305
Other	228,792	396,913	-	625,705	-	-	-	59,192	-	59,192	-	684,897
Total Expenses	52,846,137	1,711,538	-	54,557,675	8,868,787	2,965,532	167,219	72,446	107,727	12,181,711	(846,621)	65,892,765
OPERATING INCOME (LOSS)	4,038,807	426,670	-	4,465,477	1,031,294	110,971	48,745	2,055,835	(107,727)	3,139,118	-	7,604,595
OTHER INCOME (LOSS)												
Change in Estimated Value of Deferred Annuity Obligations	-	463	-	463	-	-	-	-	-	-	-	463
Net Unrealized Gains on Investments	3,586,736	258,219	-	3,844,955	-	-	-	(1,190,062)	-	(1,190,062)	-	2,654,893
Total Other Income (Loss)	3,586,736	258,682	-	3,845,418	-	-	-	(1,190,062)	-	(1,190,062)	-	2,655,356
EXCESS (DEFICIT) OF REVENUES, GAINS, AND OTHER SUPPORT OVER (UNDER) EXPENSES	7,625,543	685,352	-	8,310,895	1,031,294	110,971	48,745	865,773	(107,727)	1,949,056	-	10,259,951
OTHER CHANGES IN NET ASSETS (DEFICIT) WITHOUT DONOR RESTRICTIONS												
Transfer from Westminster-Canterbury to Ballentine	(2,000,000)	-	-	(2,000,000)	-	-	-	2,000,000	-	2,000,000	-	-
CHANGE IN NET ASSETS (DEFICIT) WITHOUT DONOR RESTRICTIONS	\$ 5,625,543	\$ 685,352	\$ -	\$ 6,310,895	\$ 1,031,294	\$ 110,971	\$ 48,745	\$ 2,865,773	\$ (107,727)	\$ 3,949,056	\$ -	\$ 10,259,951

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY AND SUBSIDIARIES
CONSOLIDATING STATEMENT OF CHANGES IN NET ASSETS (DEFICIT)
YEAR ENDED SEPTEMBER 30, 2021
(SEE INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION)

	Westminster- Canterbury	Foundation	Eliminations	Obligated Group	WC at Home	Senior Options	S.O. Realty	Ballentine	Lynnhaven	Nonobligated Group	Eliminations	Consolidated
NET ASSETS (DEFICIT)												
WITHOUT DONOR RESTRICTIONS												
Change in Net Assets (Deficit) Without Donor Restrictions	\$ 5,625,543	\$ 685,352	\$ -	\$ 6,310,895	\$ 1,031,294	\$ 110,971	\$ 48,745	\$ 2,865,773	\$ (107,727)	\$ 3,949,056	\$ -	\$ 10,259,951
PURPOSE												
RESTRICTED NET ASSETS												
Contributions	-	807,419	-	807,419	-	-	-	-	-	-	-	807,419
Investment Gains	-	915,488	-	915,488	-	-	-	-	-	-	-	915,488
Net Change in Unrealized Gains on Investments	-	1,717,590	-	1,717,590	-	-	-	-	-	-	-	1,717,590
Net Assets Released from Restriction	-	(1,282,218)	-	(1,282,218)	-	-	-	-	-	-	-	(1,282,218)
Change in Purpose Restricted Net Assets	-	2,158,279	-	2,158,279	-	-	-	-	-	-	-	2,158,279
PERPETUAL IN NATURE												
RESTRICTED NET ASSETS												
Net Change in Unrealized Gains on Investments	-	14,252	-	14,252	-	-	-	-	-	-	-	14,252
Change in Perpetual in Nature Restricted Net Assets	-	14,252	-	14,252	-	-	-	-	-	-	-	14,252
INCREASE (DECREASE) IN NET ASSETS	5,625,543	2,857,883	-	8,483,426	1,031,294	110,971	48,745	2,865,773	(107,727)	3,949,056	-	12,432,482
Net Assets (Deficit) - Beginning of Year	(11,735,609)	15,199,235	-	3,463,626	3,696,029	(197,274)	(44,544)	5,966,210	(451,700)	8,968,721	-	12,432,347
NET ASSETS (DEFICIT) - END OF YEAR	<u>\$ (6,110,066)</u>	<u>\$ 18,057,118</u>	<u>\$ -</u>	<u>\$ 11,947,052</u>	<u>\$ 4,727,323</u>	<u>\$ (86,303)</u>	<u>\$ 4,201</u>	<u>\$ 8,831,983</u>	<u>\$ (559,427)</u>	<u>\$ 12,917,777</u>	<u>\$ -</u>	<u>\$ 24,864,829</u>



INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Trustees
Westminster-Canterbury on Chesapeake Bay
and Subsidiaries
Virginia Beach, Virginia

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Westminster-Canterbury on Chesapeake Bay and Subsidiaries, which comprise the consolidated balance sheet as of September 30, 2021, and the related consolidated statements of operations and changes in net assets without donor restrictions, statements of changes in net assets, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated January 27, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Westminster-Canterbury on Chesapeake Bay and Subsidiaries' internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Westminster-Canterbury Corporation's internal control. Accordingly, we do not express an opinion on the effectiveness of Westminster-Canterbury on Chesapeake Bay and Subsidiaries' internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

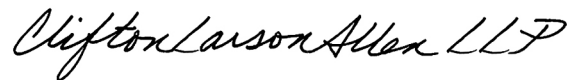
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Westminster-Canterbury on Chesapeake Bay and Subsidiaries' financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "CliftonLarsonAllen LLP". The signature is written in a cursive, flowing style.

CliftonLarsonAllen LLP

Charlotte, North Carolina
January 27, 2022

Tab 4
Early Advantage Program Financial
Statements for the Year Ended
September 30, 2021

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY
Early Advantage Program
Balance Sheet
September 30, 2021 and 2020

	2021	2020
ASSETS		
CURRENT ASSETS		
Cash and Cash Equivalents	\$ 5,610,360	\$ 3,066,847
Receivable, Net	-	-
Total Current Assets	5,610,360	3,066,847
Total Assets	\$ 5,610,360	\$ 3,066,847
LIABILITIES AND NET ASSETS (DEFICIT)		
CURRENT LIABILITIES		
Accounts Payable	\$ 8,886	\$ 8,886
Current Portion of Refundable Membership Fees	1,790,613	940,750
Total Current Liabilities	1,799,499	949,636
ADVANCE FEES AND DEPOSITS		
Refundable Membership Fees	3,635,487	1,941,750
Total Advance Fees and Deposits	3,635,487	1,941,750
Total Liabilities	5,434,986	2,891,386
NET ASSETS (DEFICIT)		
Unrestricted	175,374	115,461
Total Net Assets (Deficit)	175,374	115,461
Total Liabilities and Net Assets (Deficit)	\$ 5,610,360	\$ 3,006,847

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY
Early Advantage Program
Statement of Operations and Other Changes in Unrestricted Net Assets
For the Fiscal Year Ended September 30, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Membership Fees Received	\$ 3,536,100	\$ 2,360,000
Membership Fees Converted to Life-Care Contracts	(950,500)	(120,000)
Membership Fees Refunded	<u>(42,000)</u>	<u>(1,461,000)</u>
Net Membership Fees	2,543,600	779,000
REVENUES, GAINS, AND OTHER SUPPORT		
Monthly Fees	\$ 86,413	\$ 62,504
Other Operating Revenues	-	-
Investment Income	<u>-</u>	<u>-</u>
Total Revenues, Gains, and Other Support	86,413	62,504
EXPENSES		
Marketing	26,500	22,000
Other Operating Expenses	<u>-</u>	<u>-</u>
Total Expenses	<u>26,500</u>	<u>22,000</u>
DEFICIENCY OF REVENUES, GAINS, AND OTHER SUPPORT OVER EXPENSES	<u>59,913</u>	<u>40,504</u>
OTHER CHANGES IN UNRESTRICTED NET ASSETS		
Net Unrealized Gains (Losses) on Investments	<u>-</u>	<u>-</u>
	<u>-</u>	<u>-</u>
INCREASE IN UNRESTRICTED NET ASSETS	<u><u>\$ 59,913</u></u>	<u><u>\$ 40,504</u></u>

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY
Early Advantage Program
Statement of Cash Flows
For the Fiscal Year Ended September 30, 2021 and 2020

	<u>2021</u>	<u>2020</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Changes in Net Assets	\$ 59,913	\$ 40,504
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities		
(Increase) Decrease in Receivables	-	-
Net Cash Provided by Operating Activities	<u>59,913</u>	<u>40,504</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Membership Fees Received	3,536,100	2,306,000
Membership Fees Converted to Life-Care Contracts	(950,500)	(1,461,000)
Membership Fees Refunded	<u>(42,000)</u>	<u>(120,000)</u>
Net Cash Provided by Financing Activities	2,543,600	725,000
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	2,603,513	765,504
Cash and Cash Equivalents - Beginning of Year	<u>3,006,847</u>	<u>2,241,343</u>
CASH AND CASH EQUIVALENTS - END OF YEAR	<u><u>\$ 5,610,360</u></u>	<u><u>\$ 3,006,847</u></u>

Tab 5

Early Advantage Program Comparison of
Prior Year's Pro Forma Actual to Budget
For Fiscal Year 2021

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY
Early Advantage Program
Statement of Operations and Other Changes in Unrestricted Net Assets
For the Fiscal Year Ending September 30, 2021

	ACTUAL FY 2021	BUDGET FY 2021	DOLLAR CHANGE	PERCENT CHANGE
Membership Fees Received	\$ 3,536,100	\$ 1,050,000	\$ 2,486,100	70.3%
Membership Fees Converted to Life-Care Contracts	(950,500)	(420,000)	(530,500)	----
Membership Fees Refunded	(42,000)	(126,000)	84,000	(200.0%)
Net Membership Fees	2,543,600	504,000	2,039,600	80.2%
REVENUES, GAINS, AND OTHER SUPPORT				
Monthly Fees	\$ 86,413	\$ 70,087	\$ 16,326	18.9%
Other Operating Revenues	-	-	-	----
Investment Income	-	-	-	----
Total Revenues, Gains, and Other Support	86,413	70,087	-	0.0%
EXPENSES				
Marketing	26,500	20,250	6,250	23.6%
Other Operating Expenses	-	-	-	----
Total Expenses	26,500	20,250	6,250	23.6%
DEFICIENCY OF REVENUES, GAINS, AND OTHER SUPPORT OVER EXPENSES				
	59,913	49,837	10,076	16.8%
OTHER CHANGES IN UNRESTRICTED NET ASSETS				
Net Unrealized Gains (Losses) on Investments	-	-	-	----
	-	-	-	----
INCREASE IN UNRESTRICTED NET ASSETS	\$ 59,913	\$ 49,837	\$ 10,076	16.8%

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY
Early Advantage Program

Explanation of Actual to Budget Year-end Variances
Fiscal Year Ending September 30, 2021

Memberships Fees Received

Fifty-three new memberships were sold in FY21 as compared to the budget of 27.

Membership Fees Refunded

One refund was issued in FY21 compared to a budget of three.

Membership Fees Conversion

Sixteen memberships converted to life-care contracts during the fiscal year.

Monthly Fees

Monthly fees were more than budgeted because the number of membership sold (53) was greater than the budget (27).

Marketing Expenses

Marketing expenses were more than budget due to selling more memberships than anticipated in FY21.

Tab 6
Early Advantage Program
Budget Income and Expense Pro Forma
Fiscal Year 2021 and 2020

WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY
Early Advantage Program
Income and Expense Pro Forma
Fiscal year 2021 and 2022

	BUDGET FY 2021	BUDGET FY 2022	DOLLAR CHANGE	PERCENT CHANGE
Membership Fees Received	\$ 1,050,000	\$ 2,500,000	\$ 1,450,000	138.1%
Membership Fees Converted to Life-Care Contracts	(420,000)	(500,000)	(80,000)	19.0%
Membership Fees Refunded	(126,000)	-	126,000	(100.0%)
Net Membership Fees, net	504,000	2,000,000	1,496,000	296.8%
REVENUES, GAINS, AND OTHER SUPPORT				
Monthly Fees	\$ 70,087	\$ 82,481	\$ 12,394	17.7%
Other Operating Revenues	-	-	-	----
Investment Income	-	-	-	----
Total Revenues, Gains, and Other Support	70,087	82,481	-	0.0%
EXPENSES				
Marketing	20,250	30,000	9,750	48.1%
Other Operating Expenses	-	-	-	----
Total Expenses	20,250	30,000	9,750	48.1%
DEFICIENCY OF REVENUES, GAINS, AND OTHER SUPPORT OVER EXPENSES				
	49,837	52,481	2,644	5.3%
OTHER CHANGES IN UNRESTRICTED NET ASSETS				
Net Unrealized Gains (Losses) on Investments	-	-	-	----
	-	-	-	----
INCREASE IN UNRESTRICTED NET ASSETS				
	\$ 49,837	\$ 52,481	\$ 2,644	5.3%
INCREASE (DECREASE) IN CASH				
	\$ 553,837	\$ 2,052,481	\$ 1,498,644	270.6%

**WESTMINSTER-CANTERBURY ON CHESAPEAKE BAY
Early Advantage Program**

**Budget Income and Expense Pro Forma
Fiscal Year Ending September 30, 2022**

The following assumptions were used in developing the budget income and expense pro forma statement for the fiscal year 2022 (FY22).

Membership Fees Received

Assumes 40 new memberships at a membership fee of \$62,500 each

Membership Fees Refunded

Assumes no refunds

Membership Fees Conversion

Assumes ten members will convert to a Life-care Contract during the fiscal year

Monthly Fees

Assumes an average of 32 monthly memberships at an average fee of \$217

Marketing Expenses

Assume an average marketing cost of \$750 for each new membership