

January 29, 2021

Commissioner of Insurance

BY: Daryl Hepler

Disclosure Statement
of
Goodwin House Incorporated
for
Goodwin House at Home

As submitted to
the Commonwealth of Virginia
State Corporation Commission
Bureau of Insurance
January 31, 2021

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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Disclosure Statement

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September 30, 2020 and 2019

Tab 1

Mission Statement and Disclosure Statement

Mission Statement

The mission of Goodwin House Incorporated is to support, honor and uplift the lives of older adults and the people who care for them through a faith-based, nonprofit organization affiliated with the Episcopal Church.

Organizational Values

Service	The call to service is the foundation of our mission.
Integrity	We value the trust of others and by our actions endeavor to be worthy of that trust.
Community	We seek to create and sustain strong and caring communities where those who live, work and visit will find places of welcome and belonging.
Individuality	We believe that each person is of sacred worth. We celebrate the uniqueness and diversity of the members of our community.
Excellence	What we do, we will do well. We strive for excellence in capability and execution.
Leadership and Learning	We seek to learn so that we can lead.
Heritage	We honor and remember the wisdom, charity and dedication of those who created this organization, and seek to serve with the purpose and faith they intended.
Growth	We commit to broaden and extend our charitable purpose and mission through thoughtful and prudent growth.

A.1 COMMUNITY-BASED CONTINUING CARE PROVIDER

Goodwin House Incorporated, a not-for-profit corporation located at 4800 Fillmore Avenue, Alexandria, Virginia 22311, is offering a community-based continuing care (“CBCC”) program known as Goodwin House at Home.

The registered agent for Goodwin House Incorporated is:

James M. Saunders
Saunders & Brown, PLC
8200 Greensboro Drive, Suite 900
McLean, Virginia 22102

A.2 OWNERSHIP OF CBCC PROVIDER

Goodwin House Incorporated (“GHI” or “the Corporation” or “Goodwin House”) is a Virginia nonstock, not-for-profit corporation that was founded in 1955 and has been in continuous existence since that time. Its affairs are administered through a Board of Trustees, all of whom serve as volunteers. The Corporation’s first Continuing Care Retirement Community (“CCRC”), Goodwin House Alexandria, began operations in 1967, and its second CCRC, Goodwin House Bailey’s Crossroads, opened in 1987. Each community continues in operation today.

A.3 LISTING OF CCRC FACILITIES OWNED BY PROVIDER

Goodwin House Alexandria

4800 Fillmore Avenue
Alexandria, VA 22311
Independent Living Occupancy – 97 percent
Total Liquid Assets - \$75,198,836

Goodwin House Bailey’s Crossroads

3440 South Jefferson Street
Falls Church, VA 22041
Independent Living Occupancy – 97 percent
Total Liquid Assets - \$90,974,633

A.4 OFFICERS, DIRECTORS, TRUSTEES, MANAGING AND GENERAL PARTNERS, AND CERTAIN PERSONS WHO HOLD EQUITY OR BENEFICIAL INTEREST**Board of Trustees of Goodwin House Incorporated**

<u>Name</u>	<u>Address</u>
Mrs. Mary Lewis Hix Chair	540 Second Street, #302 Alexandria, VA 22314
Mr. Thomas C. West Vice-Chair	1650 Tyson's Blvd. Suite 1575 Mc Lean, VA 22102
Dr. Janet Hansen Treasurer	1144 North Inglewood Street Arlington, VA 22205
Mr. Garrett Weis Erdle	24 Cedar Street Alexandria, VA 22301
Mr. Tucker Eskew Secretary	207 W. Masonic View Drive Alexandria, VA 22301
Ms. Deborah Forbes	900 Lanier Place Falls Church, VA 22046
Mrs. Lisa Giesler	3321 3 rd Street North Arlington, VA 22201
Ms. Katie Horton	13 West Del Ray Avenue Alexandria, VA 22301
Dr. Dora Hughes	605 North Overlook Dr. Alexandria, VA 22305
Dr. Tammy Mann	10908 Clara Burton Court Fairfax, VA 22032
Vipin Sahijwani	5006 Crape Myrtle Court Ellicott City, MD 20142
Dr. Anthony Tambasco	3440 S. Jefferson Street, #376 Falls Church, VA 22041
Mr. John M. Weaver	418 South Lee Street Alexandria, VA 22314

Other Officers of Goodwin House Incorporated

<u>Name</u>	<u>Address</u>
Mr. Rob Liebreich	President and CEO Goodwin House Incorporated 4800 Fillmore Avenue Alexandria, VA 22311
Mr. Richard T. Carter	Assistant Treasurer Chief Financial Officer Goodwin House Incorporated 4800 Fillmore Avenue Alexandria, VA 22311
Ms. Holly Hanisian	Assistant Secretary Goodwin House Incorporated 4800 Fillmore Avenue Alexandria, VA 22311
Ms. Becah Duan	Assistant Secretary Goodwin House Incorporated 4800 Fillmore Avenue Alexandria, VA 22311

A.5.a. Give a description of any business experience in the operation or management of similar facilities and community based continuing care programs.

The Management of the CBCC is GHI, a not-for-profit corporation organized under the laws of the Commonwealth of Virginia to establish and operate residential homes for aged persons in Northern Virginia. GHI has over 50 years of experience in operating continuing care retirement communities. The complete responsibility for management of the programs and facilities under the authority of the Board of Trustees rests upon employees of the Corporation. The positions, of the management team, experience, and credentials are as follows:

Rob Liebreich is President and Chief Executive Officer of Goodwin House (May 2019 to present). Mr. Liebreich's energy, compassion and creative drive, as well as his proven leadership in senior living, set him apart during a competitive six-month national search for the new Goodwin House CEO. Prior to joining Goodwin House, Mr. Liebreich was the executive director of the Asbury Methodist Village (AMV), a not-for-profit continuing care retirement community in Gaithersburg, MD. He has also held senior positions in marketing and operations for senior living organizations in the Washington-Baltimore metropolitan area and the Pacific Northwest. Mr.

Liebreich studied Business Administration and International Business and Marketing at Georgetown University, and holds a Master of Business Administration with a concentration in Senior Care and Housing from Johns Hopkins University.

Richard T. Carter is Chief Financial Officer of Goodwin House Incorporated (April 2009 to present). Prior to joining Goodwin House Incorporated, Mr. Carter served as the Chief Financial Officer of Maryland & Virginia Milk Producers Cooperative Association, Inc. (2002 to 2008), a Partner with Tatum CFO Partners, LLP (2000 to 2002), a Senior Manager of Arthur Andersen LLP (1996 to 2000), Chief Financial Officer of Ameribanc Savings Bank (1986 to 1995), and a Manager of Arthur Andersen & Co. (1977 to 1986). Mr. Carter is a certified public accountant. He holds a Bachelor of Science degree in Commerce from the University of Virginia.

Lindsay Hutter is Chief Strategy and Marketing Officer of Goodwin House Incorporated (May 2017 to present). Before joining Goodwin House, she served as SVP of Communications, PR & Structured Innovation for the Data & Marketing Association where she identified and built programs to increase member value and accelerate industry success. Previously, Ms. Hutter was Executive Vice President of Change & Internal Communications at global consultancy Hill + Knowlton Strategies, where she launched and led the Global Change Management & Employee Engagement Practice. Lindsay holds a B.S. degree in Journalism and Mass Communications from the University of Kansas and an M.A. in Political Science from Northwestern University.

Linda L. Lateana is Chief Operating Officer of Goodwin House Incorporated. She is a graduate of Southern Methodist University in Dallas, Texas, and she earned a Masters of Social Work from the University of Arkansas, Graduate School of Social Work. She is a clinical social worker and has worked with community-based services and in long-term care for over 30 years. She joined the staff of Goodwin House Bailey's Crossroads in 1987 and became a licensed Nursing Home Administrator in 1990. She has served as an evaluator for the Continuing Care Accreditation Commission's nationwide accreditation process for retirement communities. She is a Nursing Home Administrator and Preceptor, licensed by the Commonwealth of Virginia, past vice chair of the Board of Directors of the Virginia Association of Nonprofit Homes for the Aging and a past member of the House of Delegates of the American Association of Homes and Services for the Aging.

Karen Skeens is Executive Director of the Goodwin House at Home program (November 2013 – present). She joined GHI in 2008 as Director of Marketing at Goodwin House Bailey's Crossroads. Ms. Skeens has worked in sales and marketing as well as product development for close to 30 years. Prior to joining Goodwin House, she worked for *The Roanoke Times*, Roanoke, Virginia for 16 years in a variety of sales and marketing positions. In 2001, Karen joined Warm Hearth Village, Blacksburg, Virginia, serving as the Director of Development until her move to Northern Virginia in 2004 to become the Marketing Director at The Virginian, a CCRC located in Fairfax. Karen served as a community liaison with VITAS Hospice (2006 to 2007) and Professional Home Health (2007 to 2008), both

located in Northern Virginia, where the primary focus was providing services for older adults living in their homes and in communities throughout the area. Karen is a graduate of Radford University in Radford, Virginia.

John Charalambopoulos, M.D., M.Sc., is Medical Director of Goodwin House at Home. He is Board Certified in Internal Medicine and joined Medical Associates of Arlington in 2009. From the University of New Orleans, he graduated cum laude with a Bachelor of Science, and furthered his education by receiving a Master of Science in cancer research from the University of Western Ontario. He then earned his Doctor of Medicine from Jefferson Medical College in 2006. Dr. Charalambopoulos completed his Internal Medicine training at Georgetown University Hospital, where he was honored by the medical students for excellence in teaching with the String of Pearls Award. Dr. Charalambopoulos is a strong patient advocate that strives to guide patient care through personalized counseling and education. His goal as a physician is to provide compassionate medical care aimed at disease prevention, health care maintenance and improved quality of life.

A.5.b. 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.

A.5.c. 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 and 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 other nonprofit organization, 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.**

GHI is affiliated with the Episcopal Church in the Diocese of Virginia through the agency of Virginia Diocesan Homes, Inc., whose address is 5540 Falmouth St., Suite 204, Richmond, Virginia 23430. The sole responsibility for the financial and contractual obligations of the provider rests upon GHI and not upon the Episcopal Diocese of Virginia or Virginia Diocesan Homes, Inc.

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

The Corporation is exempt from income tax under Section 501(c)(3) of the Internal Revenue Code of 1954.

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

Services under the Goodwin House at Home program ("GHAH" or "the 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 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. Other than care coordination, which will only be provided by Program staff, all of the services listed below will be provided either by GHI or by a credentialed provider that has been vetted for quality by GHI.

CARE COORDINATION

A Member Services Facilitator will be assigned to each Member. The assigned Member Services Facilitator will be a GHI staff member and will meet and communicate with the Member approximately quarterly, but more or less frequently depending on the preference of each Member. When a Member's health changes, the Member Services Facilitator will assess the Member's situation, discuss service options, prepare an Individualized Plan of Care outlining the services that will best meet the Member's particular needs, secure and manage any services needed, and communicate regularly with the Member to assess overall satisfaction. The Member Services Facilitator may also serve as an advocate for the Member during doctor appointments and hospitalizations.

IN-HOME FUNCTION AND SAFETY ASSESSMENT

During the first year of Membership an In-Home Function and Safety Assessment will be conducted for the purpose of ascertaining any functional and safety problems. The Member will receive a summary report based on the assessment and it will include any identified functional and safety concerns and recommended remediations. Provider may require more frequent assessments based on circumstances of previous assessments or Member's health status or functional capabilities. There will be no additional charge for this service. Recommendations will be made to the Member based on the assessment. It is the Member's choice to make such recommended changes or corrections to his/her Home, and the Member is solely responsible for the full cost of any of the improvements to his/her Home. Member assumes full responsibility for failure to make the improvements recommended in his/her Home, and may be required to sign a Release of Liability Addendum to Member Agreement, located in Tab 2. To aid the Member in securing necessary goods or services, GHI will make available a list of possible vendors of such goods and services.

HEALTH ASSESSMENTS

The Member Services Facilitator may assist Members in scheduling an annual health assessment with his/her personal physician, and, accompany him/her to this appointment upon request or when deemed appropriate by the Member Services Facilitator. The Program requires that a comprehensive medical report be submitted annually by Member's personal physician to the Care Coordination Team for review.

IN-HOME SERVICES

- **Licensed Nursing Care** - non-Medicare covered Home Health Services, including Nursing, or personal care provided by a Licensed Practical Nurse, Registered Nurse or a Home Care Aide to the extent provided for in the Plan selected by the Member.
- **Home Care Aides** - for bathing, dressing and grooming, as well as other ADL functions.
- **Homemaker Services** - including cooking, light housekeeping and chore services.

- **Companion Services** - visiting a Member for conversation and social time, including playing cards, games or going for a walk, supervision of and assistance with activities of daily living, medication reminders, and regular telephone calls.
- **Nutritional Support/Meals** - meals brought to or prepared in the Home.
- **Adult Day Care** - in a congregate setting for a scheduled number of hours per week. Elements of an adult day services program usually include transportation, meals and activities (both health related and social).
- **Transportation Services** - to and from medically necessary outpatient surgery or short procedures which may include, but are not limited to, cataract removal, chemotherapy treatments, and surgical biopsies when a Member's physician advises that the Member should not drive. This does not include transportation for regular physician office visits, dialysis, and routine specialist appointments.
- **Emergency Response System** - an emergency response system with 24-hour coverage.
- **Chronic Disease Management** - educational materials and classes will be offered to promote an understanding of common chronic diseases in aging adults, disease prevention, early detection, disease management and healthy choices.

FACILITY-BASED SERVICES

If the Member is no longer able to remain safely in his/her home, placement in an Assisted Living or Skilled Nursing Facility may be recommended by his/her Member Services Facilitator and deemed necessary by the Care Coordination Team. Member, or Member's designated representative, will be consulted with respect to the decision and the choice of available Facility-Based Services. Provider may require an examination of Member by the Medical Director, or his or her designee, to determine eligibility for Facility-Based Services. The Program will not be responsible for payment of in-home services while Member is residing in an Assisted Living Facility or Skilled Nursing Facility.

- **Assisted Living Facility** - When a Member requires more assistance than can be provided at home but does not require hospitalization or nursing home care. Room, board and services are typically included, but vary depending on the financial plan selected. GHI will not be responsible for any ancillary charges such as laundry, prescription drugs, medical supplies, telephone, television/cable or barber/beauty.
- **Skilled Nursing Facility** - If a member requires 24-hour nursing services that cannot be provided at home. Room, board and services are typically included, but vary depending on financial plan selected. GHI will not be responsible for any ancillary charges such as laundry, prescription drugs, medical supplies, telephone, television/cable or barber/beauty-shop services.

INFORMATION AND REFERRAL SERVICES

GHI will offer Members a referral service for other services on a fee-for-service basis. These may include, but are not limited to, other health related services, landscaping,

home maintenance, legal, financial planning, housekeeping, and rental of medical equipment. The Member is solely responsible for the full cost of any goods or services provided.

LIFESTYLE AND WELLNESS PROGRAMS

GHI may offer exercise classes, arts and crafts, wellness seminars, speakers and day excursions. Members will be advised of the schedules and the cost of these programs on an as-offered basis.

A.8. FEES REQUIRED OF MEMBERS

The fees are included in this Disclosure Statement. All Members are required to pay an Application Fee, initial Membership Fee, and Monthly Fees as follows:

Application Fees

Applicants for membership pay a \$300 per person, nonrefundable Application Fee to cover related expenses.

Membership Fees

Each Member pays GHI a one-time Membership Fee, paid at the time the Membership Agreement is signed, based upon the financial plan chosen and the person's age. GHI offers prospective Members several financial options from which to choose, and offers a discount if two people in one home join the program at the same time. All Membership Fees are the property of GHI upon receipt. They are recorded as deferred revenue to reflect future commitments to Members. The deferred revenue is amortized to income based on the estimated life of the Member. The period of amortization is adjusted annually based on the estimated remaining life expectancy of each member. Refunds of Membership Fees are as follows:

- For Foundation, Canopy, Pillar, and Colonnade Plans, if the Member terminates the Agreement under Section XIV, GHI will refund to Member an amount equal to 100 percent of the Membership Fee paid, less 2 percent of the Membership Fee for each month since the effective date of the Agreement; 3 percent for each month Member spent in Assisted Living and 4 percent for each month spent in Nursing Care.
- For the Belfry Plan, if the Member terminates the Agreement under Section XIV, GHI will refund to the Member an amount equal to 90 percent of the Membership Fee paid for the Belfry Plan.

Monthly Fees

The monthly fees are also dependent on the plan selected. Monthly fees are due the 15th day of the month to which the payment applies. Members are billed monthly for any applicable co-payments or for services rendered. Such bills shall

be paid by the date due or they will be subject to a late charge of 1.5% per month for each month in arrears.

The monthly fees may be increased or adjusted by GHI from time to time with a 30-day advance written notice. The published rates are available upon request. GHI will endeavor to maintain the Monthly Fees at the lowest feasible rate consistent with sound financial practice and maintenance of the quality of services called for in the Membership Agreement. Fees may be adjusted based on various factors, including but not limited to changes in the actuarial status of the organization, projected costs of Member care, operational costs, inflationary projections, requirements of debt agreements, and maintaining the appropriate coverage of total income compared to total expenses.

A.9. RESERVE FUNDING

All Membership Fees are the property of GHI upon receipt. They are recorded as deferred revenue to reflect future commitments to residents. The deferred revenue is amortized to income based on the estimated life of the Member. The period of amortization is adjusted annually based on the estimated remaining life expectancy of each Member.

A.10 CERTIFIED FINANCIAL STATEMENTS

A. The Consolidated Financial Statements and Other Financial Information of Goodwin House Incorporated and Affiliates for the years ended September 30, 2020 and 2019, with the Independent Auditors' Report are attached behind Tab 4.

B. A summary of financial information for the fiscal years ended September 30, 2020 and 2019, is presented below for Goodwin House Incorporated.

	Fiscal Year Ended September 30,	
	2020	2019
Total Assets	\$ 215,460,401	\$ 209,465,303
Total Liabilities	185,310,586	183,983,460
Total Net Assets	30,149,815	25,481,843
Total Revenues	42,783,934	40,482,125
Total Expenses	41,257,817	39,591,886
Operating Income	1,526,117	890,239
Increase in Unrestricted Net Assets	\$4,667,972	\$ 1,127,045

Fiscal Year 2020 saw Goodwin House maintain its financial strength. Operating results remained healthy as a result of:

- Continued strength in the occupancy rates at both Alexandria and Bailey's Crossroads. Independent living apartments at each of the houses were near/over 97% occupied at year-end, and remain at effective full occupancy after taking into account normal turnover.
- Our managers continue to perform well relative to the budget.

Our balance sheet continues to strengthen year by year. The levels of liquidity continue to increase, resulting in a very flexible financial position. The net assets of Goodwin House Incorporated increased from year to year, ending the year at over \$54.4 million compared to \$46.2 million in the prior year. Our operating strength, while still strong, paused as a result of unexpected increases in head count. Our ability to service our debt strengthened during the year. Investment returns were in excess of 4% for fiscal 2020 reflecting the strong market for that year.

On September 28, 2016, the Obligated Group closed on the issuance of approximately \$65,880,000 of Residential Care Facilities Mortgage Revenue Refunding Bonds Series 2016A. Contemporaneously with this issue, the Obligated Group issued its Residential Care Facilities Mortgage Revenue Refunding Bond, Series 2016B (bank financing), in the principal amount of approximately \$58,136,000. The proceeds of the Series 2016A and 2016B Bonds have been used to advance refund substantially all of the Series 2007 Bonds, in a transaction that has been accounted for as an in-substance defeasance.

Sales of available units were strong, with 65 new residents joining us during the year. Total entry fees raised during fiscal 2020 were \$20.4 million.

A.11. PRO-FORMA INCOME STATEMENT

Goodwin House at Home
Fiscal Year 2020 Pro Forma Statement of Operations (Budget) Compared to Actual Results

	Actual	Pro Forma	Positive or (Negative) Variance	
			Dollars	Pct.
Revenues:				
Monthly Fees	\$ 883,322	\$ 891,284	\$ (7,962)	-0.9%
Amortization of Deferred Revenue	419,901	547,165	(127,264)	-23.3%
Investment Income	98,999	60,000	38,999	65.0%
Resident and Other Services	18,518	13,200	5,318	40.3%
Total revenues	1,420,740	1,511,649	(90,909)	-6.0%
Expenses:				
Compensation and benefits	907,320	927,910	20,590	2.2%
Administrative and general	26,384	26,903	519	1.9%
Marketing	319,775	575,226	255,451	44.4%
Health & Wellness	753,125	341,075	(412,050)	-120.8%
Total expenses	2,006,604	1,871,114	(135,490)	-7.2%
Decrease in unrestricted net assets	\$ (585,864)	\$ (359,465)	\$ (226,399)	-63.0%

Analysis of Fiscal Year 2020 Pro Forma Income Statement (Operating Budget) Compared to Actual Results

During the fiscal year ended September 30, 2020, Goodwin House at Home total revenues were \$1,420,740 or 6.0% less than budget. This negative variance was largely due to unfavorable variance for the amortization of deferred revenue, which was less than budget by \$127,264 or 23%. This variance resulted from actuarial differences between the characteristics of the actual member census and contract type from actuarial estimates.

Total expenses were more than budget by \$135,490 or 7.2%. This was largely due to facility based care and in-home maintenance services provided.

Membership sales were behind budget (27 actual v. 44 budgeted). Membership fees were behind budget by \$710,000 or 38.5%.

Overall, the operating loss of \$585,864 was more than budget by \$226,399 or 63.0%.

The pro forma income statement (operating budget) of Goodwin House at Home and Goodwin House Incorporated Obligated Group for the fiscal year ending September 30, 2021, is shown below.

**Fiscal Year 2021 Pro Forma Statement of Operations
(Operating Budget)**

	<u>Goodwin House at Home</u>	<u>Goodwin House Incorporated</u>
Revenues		
Monthly Fees	\$ 1,024,881	\$ 49,721,182
Amortization of Deferred Revenue	422,000	22,046,000
Investment Income	177,000	5,166,000
Resident and Other Services	21,713	1,565,222
Total Revenues	<u>1,645,594</u>	<u>100,766,302</u>
Expenses		
Administration and General	1,131,431	12,765,653
Marketing	411,033	2,626,284
Health and Wellness	896,864	29,457,315
Total Expenses	<u>2,439,328</u>	<u>96,424,912</u>
Increase (Decrease) in unrestricted net assets	<u>\$ (793,734)</u>	<u>\$ 4,341,390</u>

Fiscal Year 2021 Pro Forma Statement of Operations (Operating Budget) Assumptions Revenues

Total revenues for Goodwin House Incorporated Obligated Group for fiscal year 2021 are budgeted to increase by \$1,795,924 or 1.8%, from actual results for fiscal year 2020, primarily due to a projected increase in Monthly Fees, Amortization and Health Care revenue.

The major assumptions utilized in calculating the revenues included in the pro forma income statement (operating budget) for the fiscal year ending September 30, 2021, are described below:

1. Monthly fees are calculated based on established monthly service fees for the various unit types available and an estimate of the number of units that will be occupied on a monthly basis. An appropriate allowance for financial assistance to residents is included in this estimate.
2. Amortization of deferred revenue from advance fees is estimated based on estimated advance fees (entrance fees) received from residents. Advance fees received are recorded as deferred liabilities and amortized to income over the estimated life expectancies of the residents.
3. Health care services revenues are calculated based on established daily rates for the various unit types and levels of care provided to health care residents and an estimate of the number of health care residents on a monthly basis. Appropriate allowances for Medicare, Medicaid and financial assistance to residents are included in this estimate. These amounts only include residents not under a Resident Agreement (i.e., non-continuing care residents). In addition, health care services revenues include ancillary charges for pharmaceuticals, medical supplies,

therapy and similar items for both continuing care residents and non-continuing care residents.

4. Investment income includes estimated earnings from the investment of funds. These amounts include interest, dividends and realized gains and losses on the sale of investments.
5. Resident and other services revenues includes amounts expected to be collected for guest meals, guest lodging, beauty shop charges, personal laundry, sundry shop charges, special events, arts and crafts, processing fees and similar items.

Expenses

Total expenses for Goodwin House Incorporated Obligated Group for fiscal year 2021 are budgeted to increase by \$745,508 or 0.8%, from actual results for fiscal year 2020. The major assumptions utilized in calculating the expenses included in the pro forma income statement (operating budget) for the fiscal year ending September 30, 2021, are described below:

1. Departmental expenses are estimated based on the historical expenses associated with operating each department in prior years. These expenses are adjusted for expected inflationary increases, including salary adjustments, changes in the services offered, and expense decreases resulting from increased efficiency in the operation of the community.
2. Depreciation is calculated using the straight-line method, taking into consideration the historical cost of fixed assets and their estimated useful lives.
3. Interest expense represents interest on the Series 2015 and Series 2016 tax-exempt debt. Interest expense is anticipated to decrease from the prior fiscal year by \$127,040 or 2%.

Investment Management

Historically, Goodwin House Incorporated and affiliates have used professional managers to direct the management of their investment portfolios. It is expected that the investable cash accumulated by GHI will be managed by the Investment Subcommittee of the Corporation's Finance Committee.

Investment Advisor:

Ellwood Associates
33 West Monroe Street, Suite 1850
Chicago, IL 60603
Aaron Ward, CFO, Managing Director
Kyle Clifford, CAIA, Consultant
Chairman and Chief Executive Officer

Goodwin House Incorporated and Goodwin House Foundation have retained the following professional investment managers:

Investment Managers

Vanguard
100 Vanguard Boulevard
Malvern, PA 19355
Founded in 1975

U.S. Bank (Money Market Funds)
919 East Main Street
Mailcode HDQ 5310
Richmond, VA 23519
Nancy C. Harrison
Vice President and Account Manager
Corporate Trust Services
32 Years Investment Experience

Steward Partners Global Advisory
1776 I Street, NW, Suite 700
Washington, DC 20006
Sarah Marks
Director – Wealth Manager
20 Years Investment Experience

Southeastern Asset Management, Inc. (Longleaf Partners Fund)
6410 Poplar Avenue, Suite 900
Memphis, TN 38119
O. Mason Hawkins
Chairman and Chief Executive Officer
48 Years Investment Experience

William Blair & Company
222 West Adams Street
Chicago, IL 60606
John R. Ettelson
President and CEO
35 Years Investment Experience
Jeffery A. Urbina
Partner, Senior Portfolio Manager
45 Years Investment Experience

Blackstone Alternative Asset Management L.P.
345 Park Avenue
New York, NY 10154
J. Tomilson Hill
Vice Chairman, The Blackstone Group; President and Chief
Executive Officer of BAAM
48 Years Investment Experience

Allianz Global Investors Capital
600 West Broadway, Suite 2900
San Diego, California 92101
Ben Fischer
Managing Director, Portfolio Manager
55 Years of Investment Experience

Pinnacle Associates, Ltd.
335 Madison Avenue, 11th Floor
New York, NY 10017
Peter Marron
Executive Vice President
47 Years of Investment Experience

J.P. Morgan Asset Management
1111 Polaris Parkway
Columbus, OH 43240
Barbara E. Miller
Managing Director, Portfolio Manager
43 Years of Investment Experience

Manulife Asset Management
200 Bloor Street East
NT-5
Toronto, Ontario M42 1E5
Canada
Daniel S. Janis, III
Senior Managing Director, Senior Portfolio Manager
37 Years of Investment Experience

Kiltearn Partners LLP
3 Exchange Place
Semple Street
Edinburgh EH3 8BL
Murdo Murchison
Chairman, CIO
35 Years of Investment Experience

CQG Partners
350 East Las Olas Boulevard
Suite 1100
Fort Lauderdale, FL 33301
Rajiv Jain
Chairman and Chief Investment Officer
27 Years of Investment Experience

Monarch Alternative Capital
535 Madison Avenue
New York, NY 10022
Michael A. Weinstock
36 Years of Investment Experience

Veritas Capital
9 West 57th ST, 29th Floor
New York, NY 10019
Ramzi M. Musallam
29 Years of Investment Experience

Dodge & Cox
555 California St., 40th Floor
San Francisco, CA 94104
Charles F. Pohl
Chairman and Chief Investment Officer
40 Years of Investment Experience

Harding Loevner
400 Crossing Blvd, 4th Floor
Bridgewater, NJ 08807
Ferrill Roll
Co-Chief Investment Officer
41 Years of Investment Experience
Simon Hallett
Co-Chief Investment Officer
42 Years of Investment Experience

Tailwind Capital
485 Lexington Avenue
New York, NY 10017
Lawrence B. Sorrel
Managing Partner
34 Years of Investment Experience

Freeman Spogli & Co.
299 Park Avenue
20th Floor
New York, NY 10171
Brad Freeman
Founding Partner, Co-Chairman
55 Years of Investment Experience
Ron Spogli
Founding Partner, Co-Chairman
46 Years of Investment Experience

AEA Investors
666 Fifth Avenue, 36th FL
New York, NY 10103
Brian Hoesterey
CEO
30+ Years of Investment Experience

Horsley Bridge Partners, Inc.
505 Montgomery Street
San Francisco, California 94111
Kate Murphy
Managing Director, Chief Operating Officer
20+ Years of Investment Experience

Grandeur Peak Global Advisors, LLC
136 South Main Street, Suite 720
Salt Lake City, Utah 84101
Robert Gardiner
Chairman, Portfolio Manager, Sr. Research Analysis
30+ Years of Investment Experience

A.12 ENROLLMENT CRITERIA

Applicants are considered for enrollment in the Program if they meet the following criteria of Membership as determined by an in-home assessment, general and financial application, and medical record review:

1. Possesses the ability to safely meet one's individual personal care needs.
2. Maintains the ability to complete, without assistance, the activities of daily living to ensure personal health, safety, and welfare. In addition, Members must be able to respond appropriately to an emergency situation.
3. Does not have a diagnosis of a degenerative disease, such as dementia, Alzheimer's disease, Parkinson's, ALS, MS, etc.
4. Is living independently and does not need supportive services at the time the application is submitted, or require supportive services in the near future.
5. Confirms at the time of signing of the Member Agreement that his/her health has not changed since the Application for Membership was completed.
6. Lives in a home that can be modified, if necessary, to accommodate the Member should he/she be disabled in the future.

7. Demonstrates sufficient financial resources to meet all financial requirements of membership while also maintaining the home.

In addition, it is the policy of GHI 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. Applicants pay a \$300 per person nonrefundable Application Fee to cover related expenses.

Application forms, medical records, and the results of the in-home pre-admission functional review and safety assessment are reviewed by the Care Coordination Team for admission eligibility. The Application forms, Pre-admission Functional Review forms, and Insurance Requirements are located behind Tab 3.

A.13 PROVISION OF SERVICES TO NON-MEMBERS

GHI reserves the right to provide services to non-members who live with a GHAH Member.

A.14 PROCEDURE FOR MEMBER TO FILE A COMPLAINT OR DISCLOSE A CONCERN

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 his/her Member Services Facilitator or, if so desired, to administration. If the Member does not believe the concern or complaint has been satisfactorily addressed, he/she has the right to appeal by utilizing GHI's three-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 a case where the family member has been appointed the Member's Designated Representative. The Member Services Facilitator may act as an advocate for the Member or may facilitate the appeal, but cannot appeal without the support of the Member.

APPEAL PROCESS - LEVEL I

1. The Member Services Facilitator shall record all requests for appeal.
2. The Member shall promptly initiate appeal procedures by
 - a. Telephoning his/her Member Services Facilitator; or
 - b. Informing GHI, in writing, of his/her desire to appeal.
3. The Executive Director of the Goodwin House at Home Program shall perform a prompt, independent review of the case, and shall notify the Member of the review decision within 10 business days.

APPEAL PROCESS - LEVEL II

If the Member promptly notifies GHI in writing of his/her desire to appeal to the next level, the case will be reviewed promptly by the Care Coordination Team. The Goodwin House at Home Executive Director shall notify the Member of the Level II decision within 30 days of the appeal.

APPEAL PROCESS - LEVEL III

If the Member promptly notifies GHI, in writing, of his/her desire to appeal to a higher level, the case will be reviewed promptly by the Medical Director, and GHI's President & CEO, and a representative designated by the Member. The Executive Director shall notify Member of the Level III decision in writing within 30 days.

A.15. MAXIMUM DAILY REIMBURSEMENT, MAXIMUM LIFETIME CAP, MEMBERSHIP AND MONTHLY FEE SCHEDULES AND HISTORY

The maximum daily reimbursement, maximum lifetime cap, membership and monthly fee schedules, and history for each contract type are shown on the following pages:

<u>Maximum Daily Reimbursement Amount</u>															
Financial Plans	November 1, 2016 Increase			November 1, 2017 Increase			November 1, 2018 Increase			November 1, 2019 Increase			November 1, 2020 Increase		
	Individual & Second Person	\$	%	Individual & Second Person	\$	%	Individual & Second Person	\$	%	Individual & Second Person	\$	%	Individual & Second Person	\$	%
Colonnade Plan	\$379	\$11	3%	\$390	\$11	3%	\$402	\$12	3%	\$414	\$12	3%	\$431	\$17	4%
Belfry Plan	\$379	\$11	3%	\$390	\$11	3%	\$402	\$12	3%	\$414	\$12	3%	\$431	\$17	4%
Pillar Plan	\$284	\$8	3%	\$293	\$9	3%	\$302	\$9	3%	\$311	\$9	3%	\$323	\$12	4%
Canopy Plan	\$190	\$6	3%	\$195	\$5	3%	\$201	\$6	3%	\$207	\$6	3%	\$215	\$8	4%
Foundation Plan	\$111	\$3	3%	\$114	\$3	3%	\$117	\$3	3%	\$121	\$4	3%	\$126	\$5	4%

<u>Maximum Lifetime Cap</u>															
Financial Plans	November 1, 2016 Increase			November 1, 2017 Increase			November 1, 2018 Increase			November 1, 2019 Increase			November 1, 2020 Increase		
	Individual & Second Person	\$	%	Individual & Second Person	\$	%	Individual & Second Person	\$	%	Individual & Second Person	\$	%	Individual & Second Person	\$	%
Colonnade Plan	\$1,114,048	\$32,448	3%	\$1,147,469	\$33,421	3%	\$1,181,893	\$34,424	3%	\$1,217,350	\$35,457	3%	\$1,266,044	\$48,694	4%
Belfry Plan	\$1,114,048	\$32,448	3%	\$1,147,469	\$33,421	3%	\$1,181,893	\$34,424	3%	\$1,217,350	\$35,457	3%	\$1,266,044	\$48,694	4%
Pillar Plan	\$1,114,048	\$32,448	3%	\$1,147,469	\$33,421	3%	\$1,181,893	\$34,424	3%	\$1,217,350	\$35,457	3%	\$1,266,044	\$48,694	4%
Canopy Plan	\$1,114,048	\$32,448	3%	\$1,147,469	\$33,421	3%	\$1,181,893	\$34,424	3%	\$1,217,350	\$35,457	3%	\$1,266,044	\$48,694	4%
Foundation Plan	\$557,024	\$16,224	3%	\$573,735	\$16,711	3%	\$590,946	\$17,212	3%	\$608,674	\$17,728	3%	\$633,021	\$24,347	4%

Colonnade Individual Membership Fees															
Age	November 1, 2016 Increase			November 1, 2017 Increase			November 1, 2018 Increase			November 1, 2019 Increase			November 1, 2020 Increase		
	Individual Membership Fee	\$	%	Individual Membership Fee	\$	%	Individual Membershi p Fee	\$	%	Individual Membership Fee	\$	%	Individual Membership Fee	\$	%
55	\$43,112	\$2,053	5%	\$44,837	\$1,724	4%	\$46,630	\$1,793	4%	\$48,495	\$1,865	4%	\$50,920	\$2,425	5%
56	\$43,328	\$2,064	5%	\$45,061	\$1,733	4%	\$46,863	\$1,802	4%	\$48,738	\$1,875	4%	\$51,175	\$2,437	5%
57	\$43,543	\$2,073	5%	\$45,285	\$1,742	4%	\$47,096	\$1,811	4%	\$48,980	\$1,884	4%	\$51,429	\$2,449	5%
58	\$43,759	\$2,084	5%	\$45,509	\$1,750	4%	\$47,330	\$1,821	4%	\$49,223	\$1,893	4%	\$51,684	\$2,461	5%
59	\$43,974	\$2,094	5%	\$45,733	\$1,759	4%	\$47,563	\$1,830	4%	\$49,466	\$1,903	4%	\$51,939	\$2,473	5%
60	\$44,190	\$2,104	5%	\$45,958	\$1,768	4%	\$47,796	\$1,838	4%	\$49,708	\$1,912	4%	\$52,193	\$2,485	5%
61	\$44,367	\$2,113	5%	\$46,142	\$1,775	4%	\$47,987	\$1,845	4%	\$49,906	\$1,919	4%	\$52,401	\$2,495	5%
62	\$44,544	\$2,121	5%	\$46,326	\$1,782	4%	\$48,179	\$1,853	4%	\$50,106	\$1,927	4%	\$52,611	\$2,505	5%
63	\$44,721	\$2,130	5%	\$46,510	\$1,789	4%	\$48,370	\$1,860	4%	\$50,305	\$1,935	4%	\$52,820	\$2,515	5%
64	\$44,898	\$2,138	5%	\$46,693	\$1,796	4%	\$48,561	\$1,868	4%	\$50,503	\$1,942	4%	\$53,028	\$2,525	5%
65	\$45,074	\$2,146	5%	\$46,877	\$1,803	4%	\$48,753	\$1,875	4%	\$50,703	\$1,950	4%	\$53,238	\$2,535	5%
66	\$45,854	\$2,184	5%	\$47,688	\$1,834	4%	\$49,595	\$1,907	4%	\$51,579	\$1,984	4%	\$54,158	\$2,579	5%
67	\$46,633	\$2,221	5%	\$48,498	\$1,865	4%	\$50,438	\$1,940	4%	\$52,456	\$2,018	4%	\$55,079	\$2,623	5%
68	\$47,412	\$2,258	5%	\$49,309	\$1,896	4%	\$51,281	\$1,972	4%	\$53,332	\$2,051	4%	\$55,999	\$2,667	5%
69	\$48,191	\$2,295	5%	\$50,119	\$1,928	4%	\$52,124	\$2,005	4%	\$54,209	\$2,085	4%	\$56,919	\$2,710	5%
70	\$48,971	\$2,332	5%	\$50,930	\$1,959	4%	\$52,967	\$2,037	4%	\$55,086	\$2,119	4%	\$57,840	\$2,754	5%
71	\$50,369	\$2,399	5%	\$52,383	\$2,015	4%	\$54,479	\$2,095	4%	\$56,658	\$2,179	4%	\$59,491	\$2,833	5%
72	\$51,767	\$2,466	5%	\$53,837	\$2,070	4%	\$55,991	\$2,154	4%	\$58,231	\$2,240	4%	\$61,143	\$2,912	5%
73	\$53,165	\$2,532	5%	\$55,291	\$2,126	4%	\$57,503	\$2,212	4%	\$59,803	\$2,300	4%	\$62,793	\$2,990	5%
74	\$54,563	\$2,598	5%	\$56,745	\$2,183	4%	\$59,015	\$2,270	4%	\$61,376	\$2,361	4%	\$64,445	\$3,069	5%
75	\$55,961	\$2,665	5%	\$58,199	\$2,238	4%	\$60,527	\$2,328	4%	\$62,948	\$2,421	4%	\$66,095	\$3,147	5%
76	\$58,372	\$2,780	5%	\$60,707	\$2,335	4%	\$63,135	\$2,428	4%	\$65,660	\$2,525	4%	\$68,943	\$3,283	5%
77	\$60,784	\$2,894	5%	\$63,215	\$2,431	4%	\$65,744	\$2,529	4%	\$68,374	\$2,630	4%	\$71,793	\$3,419	5%
78	\$63,195	\$3,009	5%	\$65,723	\$2,528	4%	\$68,352	\$2,629	4%	\$71,086	\$2,734	4%	\$74,640	\$3,554	5%
79	\$65,607	\$3,125	5%	\$68,231	\$2,624	4%	\$70,960	\$2,729	4%	\$73,798	\$2,838	4%	\$77,488	\$3,690	5%
80	\$68,018	\$3,239	5%	\$70,739	\$2,721	4%	\$73,569	\$2,830	4%	\$76,512	\$2,943	4%	\$80,338	\$3,826	5%
81	\$71,049	\$3,383	5%	\$73,891	\$2,842	4%	\$76,847	\$2,956	4%	\$79,921	\$3,074	4%	\$83,917	\$3,996	5%
82	\$74,080	\$3,528	5%	\$77,043	\$2,963	4%	\$80,124	\$3,081	4%	\$83,329	\$3,205	4%	\$87,495	\$4,166	5%
83	\$77,110	\$3,672	5%	\$80,194	\$3,083	4%	\$83,402	\$3,208	4%	\$86,738	\$3,336	4%	\$91,075	\$4,337	5%
84	\$80,141	\$3,816	5%	\$83,346	\$3,206	4%	\$86,680	\$3,334	4%	\$90,147	\$3,467	4%	\$94,654	\$4,507	5%
85	\$83,171	\$3,961	5%	\$86,498	\$3,327	4%	\$89,958	\$3,460	4%	\$93,556	\$3,598	4%	\$98,234	\$4,678	5%
86	\$86,345	\$4,111	5%	\$89,799	\$3,454	4%	\$93,391	\$3,592	4%	\$97,127	\$3,736	4%	\$101,983	\$4,856	5%
87	\$89,520	\$4,263	5%	\$93,100	\$3,580	4%	\$96,824	\$3,724	4%	\$100,697	\$3,873	4%	\$105,732	\$5,035	5%
88	\$92,694	\$4,415	5%	\$96,402	\$3,708	4%	\$100,258	\$3,856	4%	\$104,268	\$4,010	4%	\$109,481	\$5,213	5%
89	\$95,868	\$4,565	5%	\$99,703	\$3,836	4%	\$103,691	\$3,988	4%	\$107,839	\$4,148	4%	\$113,231	\$5,392	5%
90+	\$99,042	\$4,716	5%	\$103,004	\$3,962	4%	\$107,124	\$4,120	4%	\$111,409	\$4,285	4%	\$116,979	\$5,570	5%

Colonnade Second Person Membership Fees															
Age	November 1, 2016 Increase			November 1, 2017 Increase			November 1, 2018 Increase			November 1, 2019 Increase			November 1, 2020 Increase		
	Second Person Membership			Second Person Membership			Second Person Membership			Individual Membership Fee			Individual Membership Fee		
	Fee	\$	%	Fee	\$	%	Fee	\$	%	Membership Fee	\$	%	Membership Fee	\$	%
55	\$40,956	\$1,950	5%	\$42,595	\$1,639	4%	\$44,298	\$1,704	4%	\$46,070	\$1,772	4%	\$48,374	\$2,304	5%
56	\$41,161	\$1,959	5%	\$42,808	\$1,647	4%	\$44,520	\$1,712	4%	\$46,301	\$1,781	4%	\$48,616	\$2,315	5%
57	\$41,366	\$1,970	5%	\$43,021	\$1,655	4%	\$44,741	\$1,721	4%	\$46,531	\$1,790	4%	\$48,858	\$2,327	5%
58	\$41,571	\$1,980	5%	\$43,234	\$1,663	4%	\$44,963	\$1,729	4%	\$46,762	\$1,799	4%	\$49,100	\$2,338	5%
59	\$41,776	\$1,989	5%	\$43,447	\$1,671	4%	\$45,185	\$1,738	4%	\$46,992	\$1,807	4%	\$49,342	\$2,350	5%
60	\$41,981	\$1,999	5%	\$43,660	\$1,679	4%	\$45,406	\$1,746	4%	\$47,222	\$1,816	4%	\$49,583	\$2,361	5%
61	\$42,148	\$2,007	5%	\$43,834	\$1,686	4%	\$45,588	\$1,753	4%	\$47,412	\$1,824	4%	\$49,783	\$2,371	5%
62	\$42,316	\$2,015	5%	\$44,009	\$1,693	4%	\$45,769	\$1,760	4%	\$47,600	\$1,831	4%	\$49,980	\$2,380	5%
63	\$42,484	\$2,023	5%	\$44,184	\$1,699	4%	\$45,950	\$1,767	4%	\$47,788	\$1,838	4%	\$50,177	\$2,389	5%
64	\$42,652	\$2,032	5%	\$44,358	\$1,706	4%	\$46,132	\$1,774	4%	\$47,977	\$1,845	4%	\$50,376	\$2,399	5%
65	\$42,819	\$2,039	5%	\$44,532	\$1,713	4%	\$46,313	\$1,781	4%	\$48,166	\$1,853	4%	\$50,574	\$2,408	5%
66	\$43,560	\$2,074	5%	\$45,302	\$1,742	4%	\$47,114	\$1,812	4%	\$48,999	\$1,885	4%	\$51,449	\$2,450	5%
67	\$44,300	\$2,110	5%	\$46,072	\$1,772	4%	\$47,915	\$1,843	4%	\$49,832	\$1,917	4%	\$52,324	\$2,492	5%
68	\$45,041	\$2,145	5%	\$46,842	\$1,802	4%	\$48,716	\$1,874	4%	\$50,665	\$1,949	4%	\$53,198	\$2,533	5%
69	\$45,781	\$2,180	5%	\$47,612	\$1,831	4%	\$49,516	\$1,904	4%	\$51,497	\$1,981	4%	\$54,072	\$2,575	5%
70	\$46,522	\$2,215	5%	\$48,383	\$1,861	4%	\$50,319	\$1,935	4%	\$52,332	\$2,013	4%	\$54,949	\$2,617	5%
71	\$47,263	\$2,250	5%	\$49,154	\$1,891	4%	\$51,122	\$1,966	4%	\$53,165	\$2,041	4%	\$55,826	\$2,659	5%
72	\$48,004	\$2,285	5%	\$49,925	\$1,921	4%	\$51,925	\$1,991	4%	\$53,825	\$2,070	4%	\$56,516	\$2,691	5%
73	\$48,745	\$2,320	5%	\$50,696	\$1,951	4%	\$52,728	\$2,021	4%	\$54,628	\$2,111	4%	\$57,428	\$2,733	5%
74	\$49,486	\$2,355	5%	\$51,467	\$1,981	4%	\$53,531	\$2,051	4%	\$55,531	\$2,151	4%	\$58,338	\$2,775	5%
75	\$50,227	\$2,390	5%	\$52,238	\$2,011	4%	\$54,334	\$2,081	4%	\$56,434	\$2,191	4%	\$59,248	\$2,817	5%
76	\$50,968	\$2,425	5%	\$53,009	\$2,041	4%	\$55,137	\$2,111	4%	\$57,537	\$2,231	4%	\$60,162	\$2,859	5%
77	\$51,709	\$2,460	5%	\$53,780	\$2,071	4%	\$55,940	\$2,141	4%	\$58,640	\$2,271	4%	\$61,076	\$2,901	5%
78	\$52,450	\$2,495	5%	\$54,551	\$2,101	4%	\$56,743	\$2,171	4%	\$59,743	\$2,311	4%	\$62,000	\$2,943	5%
79	\$53,191	\$2,530	5%	\$55,322	\$2,131	4%	\$57,546	\$2,201	4%	\$60,846	\$2,351	4%	\$62,914	\$2,985	5%
80	\$53,932	\$2,565	5%	\$56,093	\$2,161	4%	\$58,349	\$2,231	4%	\$61,949	\$2,391	4%	\$63,828	\$3,027	5%
81	\$54,673	\$2,600	5%	\$56,864	\$2,191	4%	\$59,152	\$2,261	4%	\$63,049	\$2,431	4%	\$64,742	\$3,069	5%
82	\$55,414	\$2,635	5%	\$57,635	\$2,221	4%	\$59,955	\$2,291	4%	\$64,152	\$2,471	4%	\$65,656	\$3,111	5%
83	\$56,155	\$2,670	5%	\$58,406	\$2,251	4%	\$60,758	\$2,321	4%	\$65,256	\$2,511	4%	\$66,570	\$3,153	5%
84	\$56,896	\$2,705	5%	\$59,177	\$2,281	4%	\$61,561	\$2,351	4%	\$66,359	\$2,551	4%	\$67,484	\$3,195	5%
85	\$57,637	\$2,740	5%	\$59,948	\$2,311	4%	\$62,364	\$2,381	4%	\$67,462	\$2,591	4%	\$68,408	\$3,237	5%
86	\$58,378	\$2,775	5%	\$60,719	\$2,341	4%	\$63,167	\$2,411	4%	\$68,566	\$2,631	4%	\$69,332	\$3,279	5%
87	\$59,119	\$2,810	5%	\$61,490	\$2,371	4%	\$63,970	\$2,441	4%	\$69,669	\$2,671	4%	\$70,256	\$3,321	5%
88	\$59,860	\$2,845	5%	\$62,261	\$2,401	4%	\$64,773	\$2,471	4%	\$70,772	\$2,711	4%	\$71,180	\$3,363	5%
89	\$60,601	\$2,880	5%	\$63,032	\$2,431	4%	\$65,576	\$2,501	4%	\$71,875	\$2,751	4%	\$72,104	\$3,405	5%
90+	\$61,342	\$2,915	5%	\$63,803	\$2,461	4%	\$66,379	\$2,531	4%	\$72,978	\$2,791	4%	\$73,032	\$3,447	5%

*Changed the Membership Fee from 5-year increments to age specific.

Belfry Individual Membership Fees															
Age	November 1, 2016 Increase			November 1, 2017 Increase			November 1, 2018 Increase			November 1, 2019 Increase			November 1, 2020 Increase		
	Individual Membership			Individual Membership			Individual Membership			Individual Membership			Individual Membership		
	Fee	\$	%	Fee	\$	%	Fee	\$	%	Fee	\$	%	Fee	\$	%
55	\$61,676	\$2,937	5%	\$64,143	\$2,467	4%	\$66,709	\$2,566	4%	\$69,377	\$2,668	4%	\$72,846	\$3,469	5%
56	\$61,987	\$2,952	5%	\$64,466	\$2,479	4%	\$67,045	\$2,579	4%	\$69,727	\$2,682	4%	\$73,213	\$3,486	5%
57	\$62,297	\$2,966	5%	\$64,789	\$2,492	4%	\$67,381	\$2,592	4%	\$70,076	\$2,695	4%	\$73,580	\$3,504	5%
58	\$62,608	\$2,981	5%	\$65,112	\$2,503	4%	\$67,716	\$2,604	4%	\$70,425	\$2,709	4%	\$73,946	\$3,521	5%
59	\$62,918	\$2,996	5%	\$65,435	\$2,517	4%	\$68,052	\$2,617	4%	\$70,774	\$2,722	4%	\$74,313	\$3,539	5%
60	\$63,229	\$3,011	5%	\$65,758	\$2,529	4%	\$68,388	\$2,630	4%	\$71,124	\$2,736	4%	\$74,680	\$3,556	5%
61	\$64,550	\$3,074	5%	\$67,132	\$2,582	4%	\$69,817	\$2,685	4%	\$72,610	\$2,793	4%	\$76,241	\$3,631	5%
62	\$65,871	\$3,137	5%	\$68,506	\$2,636	4%	\$71,246	\$2,740	4%	\$74,096	\$2,850	4%	\$77,801	\$3,705	5%
63	\$67,192	\$3,200	5%	\$69,879	\$2,687	4%	\$72,674	\$2,795	4%	\$75,581	\$2,907	4%	\$79,360	\$3,779	5%
64	\$68,513	\$3,263	5%	\$71,253	\$2,740	4%	\$74,103	\$2,850	4%	\$77,067	\$2,964	4%	\$80,920	\$3,853	5%
65	\$69,833	\$3,325	5%	\$72,627	\$2,793	4%	\$75,532	\$2,905	4%	\$78,553	\$3,021	4%	\$82,481	\$3,928	5%
66	\$72,836	\$3,468	5%	\$75,750	\$2,913	4%	\$78,780	\$3,030	4%	\$81,931	\$3,151	4%	\$86,028	\$4,097	5%
67	\$75,839	\$3,611	5%	\$78,873	\$3,034	4%	\$82,028	\$3,155	4%	\$85,309	\$3,281	4%	\$89,574	\$4,265	5%
68	\$78,842	\$3,754	5%	\$81,996	\$3,154	4%	\$85,276	\$3,280	4%	\$88,687	\$3,411	4%	\$93,121	\$4,434	5%
69	\$81,845	\$3,897	5%	\$85,119	\$3,274	4%	\$88,524	\$3,405	4%	\$92,065	\$3,541	4%	\$96,668	\$4,603	5%
70	\$84,848	\$4,040	5%	\$88,242	\$3,394	4%	\$91,772	\$3,530	4%	\$95,443	\$3,671	4%	\$100,215	\$4,772	5%
71	\$90,110	\$4,291	5%	\$93,714	\$3,604	4%	\$97,463	\$3,749	4%	\$101,362	\$3,899	4%	\$106,430	\$5,068	5%
72	\$95,371	\$4,541	5%	\$99,186	\$3,815	4%	\$103,153	\$3,967	4%	\$107,279	\$4,126	4%	\$112,643	\$5,364	5%
73	\$100,632	\$4,792	5%	\$104,657	\$4,025	4%	\$108,843	\$4,186	4%	\$113,197	\$4,354	4%	\$118,857	\$5,660	5%
74	\$105,893	\$5,043	5%	\$110,129	\$4,236	4%	\$114,534	\$4,405	4%	\$119,115	\$4,581	4%	\$125,071	\$5,956	5%
75	\$111,155	\$5,293	5%	\$115,601	\$4,446	4%	\$120,225	\$4,624	4%	\$125,034	\$4,809	4%	\$131,286	\$6,252	5%
76	\$120,478	\$5,738	5%	\$125,297	\$4,819	4%	\$130,309	\$5,012	4%	\$135,521	\$5,212	4%	\$142,297	\$6,776	5%
77	\$129,800	\$6,181	5%	\$134,992	\$5,192	4%	\$140,392	\$5,400	4%	\$146,008	\$5,616	4%	\$153,308	\$7,300	5%
78	\$139,123	\$6,625	5%	\$144,688	\$5,565	4%	\$150,476	\$5,788	4%	\$156,495	\$6,019	4%	\$164,320	\$7,825	5%
79	\$148,446	\$7,069	5%	\$154,384	\$5,938	4%	\$160,559	\$6,175	4%	\$166,981	\$6,422	4%	\$175,330	\$8,349	5%
80	\$157,769	\$7,513	5%	\$164,080	\$6,311	4%	\$170,643	\$6,563	4%	\$177,469	\$6,826	4%	\$186,342	\$8,873	5%
81	\$169,227	\$8,058	5%	\$175,997	\$6,770	4%	\$183,037	\$7,040	4%	\$190,358	\$7,321	4%	\$199,876	\$9,518	5%
82	\$180,686	\$8,604	5%	\$187,913	\$7,227	4%	\$195,430	\$7,517	4%	\$203,247	\$7,817	4%	\$213,409	\$10,162	5%
83	\$192,145	\$9,150	5%	\$199,830	\$7,685	4%	\$207,823	\$7,993	4%	\$216,136	\$8,313	4%	\$226,943	\$10,807	5%
84	\$203,603	\$9,695	5%	\$211,747	\$8,143	4%	\$220,217	\$8,470	4%	\$229,026	\$8,809	4%	\$240,477	\$11,451	5%
85	\$215,062	\$10,241	5%	\$223,664	\$8,602	4%	\$232,611	\$8,947	4%	\$241,915	\$9,304	4%	\$254,011	\$12,096	5%
86	\$231,145	\$11,007	5%	\$240,391	\$9,246	4%	\$250,007	\$9,616	4%	\$260,007	\$10,000	4%	\$273,007	\$13,000	5%
87	\$247,228	\$11,773	5%	\$257,117	\$9,889	4%	\$267,402	\$10,285	4%	\$278,098	\$10,696	4%	\$292,003	\$13,905	5%
88	\$263,311	\$12,539	5%	\$273,843	\$10,532	4%	\$284,797	\$10,954	4%	\$296,189	\$11,392	4%	\$310,998	\$14,809	5%
89	\$279,394	\$13,304	5%	\$290,569	\$11,176	4%	\$302,192	\$11,623	4%	\$314,280	\$12,088	4%	\$329,994	\$15,714	5%
90+	\$295,477	\$14,070	5%	\$307,296	\$11,819	4%	\$319,588	\$12,292	4%	\$332,372	\$12,784	4%	\$348,991	\$16,619	5%

*Changed the Membership Fee from 5-year increments to age specific.

Belfry Second Person Membership Fees																
Age	November 1, 2016 Increase			November 1, 2017 Increase			November 1, 2018 Increase			November 1, 2019 Increase			November 1, 2020 Increase			
	Second Person Membership			Second Person Membership			Second Person Membership			Individual Membership			Individual Membership			
	Fee	\$	%	Fee	\$	%	Membership Fee	\$	%	Membership Fee	\$	%	Fee	\$	%	
55	\$58,592	\$2,790	5%	\$60,936	\$2,344	4%	\$63,373	\$2,437	4%	\$65,908	\$2,535	4%	\$69,203	\$3,295	5%	
56	\$58,887	\$2,804	5%	\$61,243	\$2,355	4%	\$63,693	\$2,450	4%	\$66,241	\$2,548	4%	\$69,553	\$3,312	5%	
57	\$59,182	\$2,818	5%	\$61,549	\$2,367	4%	\$64,012	\$2,462	4%	\$66,572	\$2,560	4%	\$69,901	\$3,329	5%	
58	\$59,478	\$2,833	5%	\$61,857	\$2,379	4%	\$64,331	\$2,474	4%	\$66,904	\$2,573	4%	\$70,249	\$3,345	5%	
59	\$59,773	\$2,846	5%	\$62,163	\$2,390	4%	\$64,650	\$2,487	4%	\$67,236	\$2,586	4%	\$70,598	\$3,362	5%	
60	\$60,068	\$2,860	5%	\$62,470	\$2,403	4%	\$64,969	\$2,499	4%	\$67,568	\$2,599	4%	\$70,946	\$3,378	5%	
61	\$61,322	\$2,920	5%	\$63,775	\$2,453	4%	\$66,326	\$2,551	4%	\$68,979	\$2,653	4%	\$72,428	\$3,449	5%	
62	\$62,577	\$2,980	5%	\$65,080	\$2,503	4%	\$67,683	\$2,603	4%	\$70,390	\$2,707	4%	\$73,910	\$3,520	5%	
63	\$63,832	\$3,040	5%	\$66,385	\$2,553	4%	\$69,040	\$2,655	4%	\$71,802	\$2,762	4%	\$75,392	\$3,590	5%	
64	\$65,086	\$3,099	5%	\$67,690	\$2,603	4%	\$70,398	\$2,708	4%	\$73,214	\$2,816	4%	\$76,875	\$3,661	5%	
65	\$66,341	\$3,159	5%	\$68,995	\$2,654	4%	\$71,755	\$2,760	4%	\$74,625	\$2,870	4%	\$78,356	\$3,731	5%	
66	\$69,194	\$3,295	5%	\$71,962	\$2,768	4%	\$74,840	\$2,878	4%	\$77,834	\$2,994	4%	\$81,726	\$3,892	5%	
67	\$72,047	\$3,431	5%	\$74,929	\$2,882	4%	\$77,926	\$2,997	4%	\$81,043	\$3,117	4%	\$85,095	\$4,052	5%	
68	\$74,900	\$3,567	5%	\$77,896	\$2,996	4%	\$81,012	\$3,116	4%	\$84,252	\$3,240	4%	\$88,465	\$4,213	5%	
69	\$77,753	\$3,703	5%	\$80,863	\$3,110	4%	\$84,098	\$3,235	4%	\$87,462	\$3,364	4%	\$91,835	\$4,373	5%	
70	\$80,606	\$3,838	5%	\$83,830	\$3,224	4%	\$87,183	\$3,353	4%	\$90,670	\$3,487	4%	\$95,204	\$4,534	5%	
71	\$85,604	\$4,076	5%	\$89,028	\$3,424	4%	\$92,589	\$3,561	4%	\$96,293	\$3,704	4%	\$101,108	\$4,815	5%	
72	\$90,602	\$4,314	5%	\$94,226	\$3,624	4%	\$97,995	\$3,769	4%	\$101,915	\$3,920	4%	\$107,011	\$5,096	5%	
73	\$95,600	\$4,552	5%	\$99,424	\$3,824	4%	\$103,401	\$3,977	4%	\$107,537	\$4,136	4%	\$112,914	\$5,377	5%	
74	\$100,598	\$4,790	5%	\$104,622	\$4,024	4%	\$108,807	\$4,185	4%	\$113,159	\$4,352	4%	\$118,817	\$5,658	5%	
75	\$105,596	\$5,028	5%	\$109,820	\$4,224	4%	\$114,213	\$4,393	4%	\$118,782	\$4,569	4%	\$124,721	\$5,939	5%	
76	\$114,453	\$5,450	5%	\$119,031	\$4,578	4%	\$123,792	\$4,761	4%	\$128,744	\$4,952	4%	\$135,181	\$6,437	5%	
77	\$123,310	\$5,872	5%	\$128,242	\$4,932	4%	\$133,372	\$5,130	4%	\$138,707	\$5,335	4%	\$145,642	\$6,935	5%	
78	\$132,167	\$6,294	5%	\$137,453	\$5,286	4%	\$142,951	\$5,498	4%	\$148,669	\$5,718	4%	\$156,102	\$7,433	5%	
79	\$141,024	\$6,716	5%	\$146,664	\$5,640	4%	\$152,531	\$5,867	4%	\$158,632	\$6,101	4%	\$166,564	\$7,932	5%	
80	\$149,880	\$7,137	5%	\$155,875	\$5,995	4%	\$162,110	\$6,235	4%	\$168,594	\$6,484	4%	\$177,024	\$8,430	5%	
81	\$160,766	\$7,656	5%	\$167,196	\$6,430	4%	\$173,884	\$6,688	4%	\$180,839	\$6,955	4%	\$189,881	\$9,042	5%	
82	\$171,651	\$8,174	5%	\$178,517	\$6,866	4%	\$185,658	\$7,141	4%	\$193,084	\$7,426	4%	\$202,738	\$9,654	5%	
83	\$182,537	\$8,692	5%	\$189,838	\$7,300	4%	\$197,432	\$7,594	4%	\$205,329	\$7,897	4%	\$215,595	\$10,266	5%	
84	\$193,422	\$9,210	5%	\$201,159	\$7,737	4%	\$209,205	\$8,046	4%	\$217,573	\$8,368	4%	\$228,452	\$10,879	5%	
85	\$204,308	\$9,729	5%	\$212,480	\$8,172	4%	\$220,979	\$8,499	4%	\$229,818	\$8,839	4%	\$241,309	\$11,491	5%	
86	\$219,587	\$10,457	5%	\$228,370	\$8,783	4%	\$237,505	\$9,135	4%	\$247,005	\$9,500	4%	\$259,355	\$12,350	5%	
87	\$234,866	\$11,184	5%	\$244,260	\$9,394	4%	\$254,030	\$9,770	4%	\$264,191	\$10,161	4%	\$277,401	\$13,210	5%	
88	\$250,145	\$11,912	5%	\$260,151	\$10,006	4%	\$270,557	\$10,406	4%	\$281,379	\$10,822	4%	\$295,448	\$14,069	5%	
89	\$265,424	\$12,639	5%	\$276,041	\$10,617	4%	\$287,083	\$11,042	4%	\$298,566	\$11,483	4%	\$313,494	\$14,928	5%	
90+	\$280,703	\$13,367	5%	\$291,931	\$11,228	4%	\$303,608	\$11,677	4%	\$315,752	\$12,144	4%	\$331,540	\$15,788	5%	

*Changed the Membership Fee from 5-year increments to age specific.

Pillar Individual Membership Fees															
Age	November 1, 2016 Increase			November 1, 2017 Increase			November 1, 2018 Increase			November 1, 2019 Increase			November 1, 2020 Increase		
	Individual Membership			Individual Membership			Individual Membership			Individual Membership			Individual Membership		
	Fee	\$	%	Fee	\$	%	Fee	\$	%	Fee	\$	%	Fee	\$	%
55	\$28,654	\$1,364	5%	\$29,800	\$1,146	4%	\$30,992	\$1,192	4%	\$32,232	\$1,240	4%	\$33,844	\$1,612	5%
56	\$28,800	\$1,372	5%	\$29,952	\$1,152	4%	\$31,150	\$1,198	4%	\$32,396	\$1,246	4%	\$34,016	\$1,620	5%
57	\$28,945	\$1,378	5%	\$30,103	\$1,158	4%	\$31,307	\$1,204	4%	\$32,559	\$1,252	4%	\$34,187	\$1,628	5%
58	\$29,090	\$1,385	5%	\$30,254	\$1,164	4%	\$31,464	\$1,210	4%	\$32,723	\$1,259	4%	\$34,359	\$1,636	5%
59	\$29,236	\$1,392	5%	\$30,405	\$1,168	4%	\$31,621	\$1,216	4%	\$32,886	\$1,265	4%	\$34,530	\$1,644	5%
60	\$29,381	\$1,399	5%	\$30,557	\$1,175	4%	\$31,779	\$1,222	4%	\$33,050	\$1,271	4%	\$34,703	\$1,653	5%
61	\$29,639	\$1,412	5%	\$30,824	\$1,185	4%	\$32,057	\$1,233	4%	\$33,339	\$1,282	4%	\$35,006	\$1,667	5%
62	\$29,896	\$1,424	5%	\$31,092	\$1,196	4%	\$32,336	\$1,244	4%	\$33,629	\$1,293	4%	\$35,310	\$1,681	5%
63	\$30,153	\$1,436	5%	\$31,359	\$1,206	4%	\$32,613	\$1,254	4%	\$33,918	\$1,305	4%	\$35,614	\$1,696	5%
64	\$30,410	\$1,448	5%	\$31,627	\$1,217	4%	\$32,892	\$1,265	4%	\$34,208	\$1,316	4%	\$35,918	\$1,710	5%
65	\$30,668	\$1,460	5%	\$31,894	\$1,227	4%	\$33,170	\$1,276	4%	\$34,497	\$1,327	4%	\$36,222	\$1,725	5%
66	\$31,430	\$1,497	5%	\$32,687	\$1,257	4%	\$33,994	\$1,307	4%	\$35,354	\$1,360	4%	\$37,122	\$1,768	5%
67	\$32,192	\$1,533	5%	\$33,480	\$1,288	4%	\$34,819	\$1,339	4%	\$36,212	\$1,393	4%	\$38,023	\$1,811	5%
68	\$32,954	\$1,569	5%	\$34,273	\$1,318	4%	\$35,644	\$1,371	4%	\$37,070	\$1,426	4%	\$38,924	\$1,854	5%
69	\$33,717	\$1,606	5%	\$35,065	\$1,349	4%	\$36,468	\$1,403	4%	\$37,927	\$1,459	4%	\$39,823	\$1,896	5%
70	\$34,479	\$1,642	5%	\$35,858	\$1,379	4%	\$37,292	\$1,434	4%	\$38,784	\$1,492	4%	\$40,723	\$1,939	5%
71	\$35,709	\$1,700	5%	\$37,137	\$1,427	4%	\$38,622	\$1,485	4%	\$40,167	\$1,545	4%	\$42,175	\$2,008	5%
72	\$36,939	\$1,759	5%	\$38,416	\$1,477	4%	\$39,953	\$1,537	4%	\$41,551	\$1,598	4%	\$43,629	\$2,078	5%
73	\$38,169	\$1,818	5%	\$39,696	\$1,528	4%	\$41,284	\$1,588	4%	\$42,935	\$1,651	4%	\$45,082	\$2,147	5%
74	\$39,399	\$1,876	5%	\$40,975	\$1,576	4%	\$42,614	\$1,639	4%	\$44,319	\$1,705	4%	\$46,535	\$2,216	5%
75	\$40,629	\$1,935	5%	\$42,254	\$1,625	4%	\$43,944	\$1,690	4%	\$45,702	\$1,758	4%	\$47,987	\$2,285	5%
76	\$42,638	\$2,030	5%	\$44,344	\$1,706	4%	\$46,118	\$1,774	4%	\$47,963	\$1,845	4%	\$50,361	\$2,398	5%
77	\$44,647	\$2,126	5%	\$46,433	\$1,786	4%	\$48,290	\$1,857	4%	\$50,222	\$1,932	4%	\$52,733	\$2,511	5%
78	\$46,656	\$2,222	5%	\$48,522	\$1,866	4%	\$50,463	\$1,941	4%	\$52,482	\$2,019	4%	\$55,106	\$2,624	5%
79	\$48,665	\$2,317	5%	\$50,612	\$1,947	4%	\$52,636	\$2,024	4%	\$54,741	\$2,105	4%	\$57,478	\$2,737	5%
80	\$50,674	\$2,413	5%	\$52,701	\$2,027	4%	\$54,809	\$2,108	4%	\$57,001	\$2,192	4%	\$59,851	\$2,850	5%
81	\$53,120	\$2,530	5%	\$55,244	\$2,124	4%	\$57,454	\$2,210	4%	\$59,752	\$2,298	4%	\$62,740	\$2,988	5%
82	\$55,565	\$2,646	5%	\$57,788	\$2,223	4%	\$60,100	\$2,312	4%	\$62,504	\$2,404	4%	\$65,629	\$3,125	5%
83	\$58,011	\$2,763	5%	\$60,331	\$2,320	4%	\$62,744	\$2,413	4%	\$65,254	\$2,510	4%	\$68,517	\$3,263	5%
84	\$60,456	\$2,879	5%	\$62,874	\$2,418	4%	\$65,389	\$2,515	4%	\$68,005	\$2,616	4%	\$71,405	\$3,400	5%
85	\$62,901	\$2,995	5%	\$65,417	\$2,516	4%	\$68,034	\$2,617	4%	\$70,755	\$2,721	4%	\$74,293	\$3,538	5%
86	\$65,438	\$3,116	5%	\$68,056	\$2,618	4%	\$70,778	\$2,722	4%	\$73,609	\$2,831	4%	\$77,289	\$3,680	5%
87	\$67,975	\$3,237	5%	\$70,694	\$2,719	4%	\$73,522	\$2,828	4%	\$76,463	\$2,941	4%	\$80,286	\$3,823	5%
88	\$70,512	\$3,358	5%	\$73,332	\$2,820	4%	\$76,265	\$2,933	4%	\$79,316	\$3,051	4%	\$83,282	\$3,966	5%
89	\$73,048	\$3,478	5%	\$75,970	\$2,922	4%	\$79,009	\$3,039	4%	\$82,169	\$3,160	4%	\$86,277	\$4,108	5%
90+	\$75,585	\$3,599	5%	\$78,608	\$3,023	4%	\$81,752	\$3,144	4%	\$85,022	\$3,270	4%	\$89,273	\$4,251	5%

*Changed the Membership Fee from 5-year increments to age specific.

Pillar Second Person Membership Fees															
Age	November 1, 2016 Increase			November 1, 2017 Increase			November 1, 2018 Increase			November 1, 2019 Increase			November 1, 2020 Increase		
	Second Person Membership Fee	\$	%	Second Person Membership Fee	\$	%	Second Person Membership Fee	\$	%	Individual Membership Fee	\$	%	Individual Membership Fee	\$	%
55	\$27,221	\$1,296	5%	\$28,310	\$1,089	4%	\$29,442	\$1,132	4%	\$30,620	\$1,178	4%	\$32,151	\$1,531	5%
56	\$27,359	\$1,303	5%	\$28,453	\$1,094	4%	\$29,592	\$1,139	4%	\$30,776	\$1,184	4%	\$32,315	\$1,539	5%
57	\$27,497	\$1,309	5%	\$28,598	\$1,101	4%	\$29,741	\$1,143	4%	\$30,931	\$1,190	4%	\$32,478	\$1,547	5%
58	\$27,635	\$1,316	5%	\$28,740	\$1,104	4%	\$29,891	\$1,151	4%	\$31,087	\$1,196	4%	\$32,641	\$1,554	5%
59	\$27,773	\$1,322	5%	\$28,884	\$1,111	4%	\$30,039	\$1,155	4%	\$31,241	\$1,202	4%	\$32,803	\$1,562	5%
60	\$27,912	\$1,329	5%	\$29,028	\$1,116	4%	\$30,189	\$1,161	4%	\$31,397	\$1,208	4%	\$32,967	\$1,570	5%
61	\$28,156	\$1,341	5%	\$29,282	\$1,126	4%	\$30,453	\$1,171	4%	\$31,671	\$1,218	4%	\$33,255	\$1,584	5%
62	\$28,401	\$1,352	5%	\$29,537	\$1,136	4%	\$30,718	\$1,181	4%	\$31,947	\$1,229	4%	\$33,544	\$1,597	5%
63	\$28,645	\$1,364	5%	\$29,791	\$1,146	4%	\$30,983	\$1,192	4%	\$32,222	\$1,239	4%	\$33,833	\$1,611	5%
64	\$28,890	\$1,376	5%	\$30,046	\$1,156	4%	\$31,248	\$1,202	4%	\$32,498	\$1,250	4%	\$34,123	\$1,625	5%
65	\$29,135	\$1,387	5%	\$30,300	\$1,165	4%	\$31,512	\$1,212	4%	\$32,772	\$1,260	4%	\$34,411	\$1,639	5%
66	\$29,859	\$1,422	5%	\$31,053	\$1,194	4%	\$32,295	\$1,242	4%	\$33,587	\$1,292	4%	\$35,266	\$1,679	5%
67	\$30,583	\$1,456	5%	\$31,806	\$1,223	4%	\$33,078	\$1,272	4%	\$34,401	\$1,323	4%	\$36,121	\$1,720	5%
68	\$31,307	\$1,491	5%	\$32,559	\$1,252	4%	\$33,861	\$1,302	4%	\$35,215	\$1,354	4%	\$36,976	\$1,761	5%
69	\$32,031	\$1,525	5%	\$33,313	\$1,282	4%	\$34,646	\$1,333	4%	\$36,032	\$1,386	4%	\$37,834	\$1,802	5%
70	\$32,756	\$1,560	5%	\$34,066	\$1,310	4%	\$35,429	\$1,363	4%	\$36,846	\$1,417	4%	\$38,688	\$1,842	5%
71	\$33,924	\$1,615	5%	\$35,281	\$1,357	4%	\$36,692	\$1,411	4%	\$38,160	\$1,468	4%	\$40,068	\$1,908	5%
72	\$35,092	\$1,671	5%	\$36,496	\$1,404	4%	\$37,956	\$1,460	4%	\$39,474	\$1,518	4%	\$41,448	\$1,974	5%
73	\$36,260	\$1,726	5%	\$37,711	\$1,451	4%	\$39,219	\$1,508	4%	\$40,788	\$1,569	4%	\$42,827	\$2,039	5%
74	\$37,429	\$1,783	5%	\$38,926	\$1,497	4%	\$40,483	\$1,557	4%	\$42,102	\$1,619	4%	\$44,207	\$2,105	5%
75	\$38,597	\$1,838	5%	\$40,141	\$1,544	4%	\$41,747	\$1,606	4%	\$43,417	\$1,670	4%	\$45,588	\$2,171	5%
76	\$40,506	\$1,929	5%	\$42,126	\$1,620	4%	\$43,811	\$1,685	4%	\$45,563	\$1,752	4%	\$47,841	\$2,278	5%
77	\$42,414	\$2,020	5%	\$44,111	\$1,697	4%	\$45,875	\$1,764	4%	\$47,710	\$1,835	4%	\$50,096	\$2,386	5%
78	\$44,323	\$2,111	5%	\$46,096	\$1,773	4%	\$47,940	\$1,844	4%	\$49,858	\$1,918	4%	\$52,351	\$2,493	5%
79	\$46,232	\$2,202	5%	\$48,081	\$1,849	4%	\$50,004	\$1,923	4%	\$52,004	\$2,000	4%	\$54,604	\$2,600	5%
80	\$48,141	\$2,292	5%	\$50,066	\$1,926	4%	\$52,069	\$2,003	4%	\$54,152	\$2,083	4%	\$56,860	\$2,708	5%
81	\$50,464	\$2,403	5%	\$52,482	\$2,019	4%	\$54,581	\$2,099	4%	\$56,764	\$2,183	4%	\$59,602	\$2,838	5%
82	\$52,787	\$2,514	5%	\$54,899	\$2,111	4%	\$57,095	\$2,196	4%	\$59,379	\$2,284	4%	\$62,348	\$2,969	5%
83	\$55,110	\$2,624	5%	\$57,315	\$2,205	4%	\$59,608	\$2,293	4%	\$61,992	\$2,384	4%	\$65,092	\$3,100	5%
84	\$57,433	\$2,735	5%	\$59,731	\$2,298	4%	\$62,120	\$2,389	4%	\$64,605	\$2,485	4%	\$67,835	\$3,230	5%
85	\$59,756	\$2,846	5%	\$62,147	\$2,390	4%	\$64,633	\$2,486	4%	\$67,218	\$2,585	4%	\$70,579	\$3,361	5%
86	\$62,166	\$2,960	5%	\$64,653	\$2,487	4%	\$67,239	\$2,586	4%	\$69,929	\$2,690	4%	\$73,425	\$3,496	5%
87	\$64,576	\$3,075	5%	\$67,159	\$2,583	4%	\$69,845	\$2,686	4%	\$72,639	\$2,794	4%	\$76,271	\$3,632	5%
88	\$66,986	\$3,190	5%	\$69,665	\$2,679	4%	\$72,452	\$2,787	4%	\$75,350	\$2,898	4%	\$79,118	\$3,768	5%
89	\$69,396	\$3,305	5%	\$72,172	\$2,777	4%	\$75,059	\$2,887	4%	\$78,061	\$3,002	4%	\$81,964	\$3,903	5%
90+	\$71,806	\$3,419	5%	\$74,678	\$2,872	4%	\$77,665	\$2,987	4%	\$80,772	\$3,107	4%	\$84,811	\$4,039	5%

*Changed the Membership Fee from 5-year increments to age specific.

Canopy Individual Membership Fees															
Age	November 1, 2016 Increase			November 1, 2017 Increase			November 1, 2018 Increase			November 1, 2019 Increase			November 1, 2020 Increase		
	Individual Membership Fee	\$	%	Individual Membership Fee	\$	%	Individual Membership Fee	\$	%	Individual Membership Fee	\$	%	Individual Membership Fee	\$	%
55	\$14,109	\$672	5%	\$14,673	\$564	4%	\$15,260	\$587	4%	\$15,870	\$610	4%	\$16,664	\$794	5%
56	\$14,183	\$675	5%	\$14,750	\$567	4%	\$15,340	\$590	4%	\$15,954	\$614	4%	\$16,752	\$798	5%
57	\$14,257	\$679	5%	\$14,827	\$570	4%	\$15,420	\$593	4%	\$16,037	\$617	4%	\$16,839	\$802	5%
58	\$14,331	\$682	5%	\$14,904	\$572	4%	\$15,500	\$596	4%	\$16,120	\$620	4%	\$16,926	\$806	5%
59	\$14,405	\$686	5%	\$14,981	\$576	4%	\$15,580	\$599	4%	\$16,203	\$623	4%	\$17,013	\$810	5%
60	\$14,479	\$689	5%	\$15,058	\$579	4%	\$15,660	\$602	4%	\$16,286	\$626	4%	\$17,100	\$814	5%
61	\$14,845	\$707	5%	\$15,439	\$594	4%	\$16,057	\$618	4%	\$16,699	\$642	4%	\$17,534	\$835	5%
62	\$15,211	\$724	5%	\$15,820	\$609	4%	\$16,453	\$633	4%	\$17,111	\$658	4%	\$17,967	\$856	5%
63	\$15,578	\$742	5%	\$16,201	\$622	4%	\$16,849	\$648	4%	\$17,523	\$674	4%	\$18,399	\$876	5%
64	\$15,944	\$759	5%	\$16,582	\$638	4%	\$17,245	\$663	4%	\$17,935	\$690	4%	\$18,832	\$897	5%
65	\$16,310	\$777	5%	\$16,963	\$652	4%	\$17,642	\$679	4%	\$18,348	\$706	4%	\$19,265	\$917	5%
66	\$17,046	\$812	5%	\$17,728	\$682	4%	\$18,437	\$709	4%	\$19,174	\$737	4%	\$20,133	\$959	5%
67	\$17,781	\$847	5%	\$18,493	\$712	4%	\$19,233	\$740	4%	\$20,002	\$769	4%	\$21,002	\$1,000	5%
68	\$18,517	\$882	5%	\$19,257	\$740	4%	\$20,027	\$770	4%	\$20,828	\$801	4%	\$21,869	\$1,041	5%
69	\$19,252	\$917	5%	\$20,022	\$770	4%	\$20,823	\$801	4%	\$21,656	\$833	4%	\$22,739	\$1,083	5%
70	\$19,988	\$952	5%	\$20,787	\$800	4%	\$21,618	\$831	4%	\$22,483	\$865	4%	\$23,607	\$1,124	5%
71	\$21,080	\$1,004	5%	\$21,924	\$844	4%	\$22,801	\$877	4%	\$23,713	\$912	4%	\$24,899	\$1,186	5%
72	\$22,173	\$1,056	5%	\$23,060	\$887	4%	\$23,982	\$922	4%	\$24,941	\$959	4%	\$26,188	\$1,247	5%
73	\$23,265	\$1,108	5%	\$24,196	\$931	4%	\$25,164	\$968	4%	\$26,171	\$1,007	4%	\$27,480	\$1,309	5%
74	\$24,358	\$1,160	5%	\$25,332	\$974	4%	\$26,345	\$1,013	4%	\$27,399	\$1,054	4%	\$28,769	\$1,370	5%
75	\$25,450	\$1,212	5%	\$26,468	\$1,018	4%	\$27,527	\$1,059	4%	\$28,628	\$1,101	4%	\$30,059	\$1,431	5%
76	\$27,026	\$1,287	5%	\$28,107	\$1,081	4%	\$29,231	\$1,124	4%	\$30,400	\$1,169	4%	\$31,920	\$1,520	5%
77	\$28,602	\$1,362	5%	\$29,746	\$1,144	4%	\$30,936	\$1,190	4%	\$32,173	\$1,237	4%	\$33,782	\$1,609	5%
78	\$30,178	\$1,437	5%	\$31,385	\$1,207	4%	\$32,640	\$1,255	4%	\$33,946	\$1,306	4%	\$35,643	\$1,697	5%
79	\$31,754	\$1,512	5%	\$33,024	\$1,270	4%	\$34,345	\$1,321	4%	\$35,719	\$1,374	4%	\$37,505	\$1,786	5%
80	\$33,330	\$1,587	5%	\$34,663	\$1,333	4%	\$36,050	\$1,387	4%	\$37,492	\$1,442	4%	\$39,367	\$1,875	5%
81	\$35,202	\$1,676	5%	\$36,610	\$1,408	4%	\$38,074	\$1,464	4%	\$39,597	\$1,523	4%	\$41,577	\$1,980	5%
82	\$37,073	\$1,765	5%	\$38,556	\$1,483	4%	\$40,098	\$1,542	4%	\$41,702	\$1,604	4%	\$43,787	\$2,085	5%
83	\$38,945	\$1,855	5%	\$40,503	\$1,558	4%	\$42,123	\$1,620	4%	\$43,808	\$1,685	4%	\$45,998	\$2,190	5%
84	\$40,817	\$1,944	5%	\$42,449	\$1,633	4%	\$44,147	\$1,698	4%	\$45,913	\$1,766	4%	\$48,209	\$2,296	5%
85	\$42,688	\$2,033	5%	\$44,396	\$1,708	4%	\$46,172	\$1,776	4%	\$48,019	\$1,847	4%	\$50,420	\$2,401	5%
86	\$44,576	\$2,123	5%	\$46,359	\$1,783	4%	\$48,213	\$1,854	4%	\$50,142	\$1,929	4%	\$52,649	\$2,507	5%
87	\$46,464	\$2,213	5%	\$48,323	\$1,860	4%	\$50,256	\$1,933	4%	\$52,266	\$2,010	4%	\$54,879	\$2,613	5%
88	\$48,352	\$2,302	5%	\$50,286	\$1,934	4%	\$52,297	\$2,011	4%	\$54,389	\$2,092	4%	\$57,108	\$2,719	5%
89	\$50,240	\$2,392	5%	\$52,249	\$2,010	4%	\$54,339	\$2,090	4%	\$56,513	\$2,174	4%	\$59,339	\$2,826	5%
90+	\$52,128	\$2,482	5%	\$54,213	\$2,085	4%	\$56,382	\$2,169	4%	\$58,637	\$2,255	4%	\$61,569	\$2,932	5%

*Changed the Membership Fee from 5-year increments to age specific.

Canopy Second Person Membership Fees															
Age	November 1, 2016 Increase			November 1, 2017 Increase			November 1, 2018 Increase			November 1, 2019 Increase			November 1, 2020 Increase		
	Second Person Membership Fee	\$	%	Second Person Membership Fee	\$	%	Second Person Membership Fee	\$	%	Individual Membership Fee	\$	%	Individual Membership Fee	\$	%
55	\$13,403	\$638	5%	\$13,939	\$536	4%	\$14,497	\$558	4%	\$15,077	\$580	4%	\$15,831	\$754	5%
56	\$13,474	\$642	5%	\$14,012	\$538	4%	\$14,572	\$560	4%	\$15,155	\$583	4%	\$15,913	\$758	5%
57	\$13,544	\$645	5%	\$14,086	\$542	4%	\$14,649	\$563	4%	\$15,235	\$586	4%	\$15,997	\$762	5%
58	\$13,614	\$648	5%	\$14,159	\$545	4%	\$14,725	\$566	4%	\$15,314	\$589	4%	\$16,080	\$766	5%
59	\$13,685	\$652	5%	\$14,232	\$547	4%	\$14,801	\$569	4%	\$15,393	\$592	4%	\$16,163	\$770	5%
60	\$13,755	\$655	5%	\$14,305	\$550	4%	\$14,877	\$572	4%	\$15,472	\$595	4%	\$16,246	\$774	5%
61	\$14,103	\$672	5%	\$14,667	\$564	4%	\$15,254	\$587	4%	\$15,864	\$610	4%	\$16,657	\$793	5%
62	\$14,451	\$688	5%	\$15,029	\$578	4%	\$15,630	\$601	4%	\$16,255	\$625	4%	\$17,068	\$813	5%
63	\$14,799	\$705	5%	\$15,391	\$592	4%	\$16,007	\$616	4%	\$16,647	\$640	4%	\$17,479	\$832	5%
64	\$15,146	\$721	5%	\$15,752	\$606	4%	\$16,382	\$630	4%	\$17,037	\$655	4%	\$17,889	\$852	5%
65	\$15,494	\$738	5%	\$16,114	\$620	4%	\$16,759	\$645	4%	\$17,429	\$670	4%	\$18,300	\$871	5%
66	\$16,193	\$771	5%	\$16,841	\$648	4%	\$17,515	\$674	4%	\$18,216	\$701	4%	\$19,127	\$911	5%
67	\$16,892	\$804	5%	\$17,568	\$676	4%	\$18,271	\$703	4%	\$19,002	\$731	4%	\$19,952	\$950	5%
68	\$17,591	\$838	5%	\$18,295	\$704	4%	\$19,027	\$732	4%	\$19,788	\$761	4%	\$20,777	\$989	5%
69	\$18,290	\$871	5%	\$19,022	\$732	4%	\$19,783	\$761	4%	\$20,574	\$791	4%	\$21,603	\$1,029	5%
70	\$18,989	\$904	5%	\$19,748	\$760	4%	\$20,538	\$790	4%	\$21,360	\$822	4%	\$22,428	\$1,068	5%
71	\$20,027	\$954	5%	\$20,828	\$801	4%	\$21,661	\$833	4%	\$22,527	\$866	4%	\$23,653	\$1,126	5%
72	\$21,064	\$1,003	5%	\$21,907	\$843	4%	\$22,783	\$876	4%	\$23,694	\$911	4%	\$24,879	\$1,185	5%
73	\$22,102	\$1,052	5%	\$22,986	\$884	4%	\$23,905	\$919	4%	\$24,861	\$956	4%	\$26,104	\$1,243	5%
74	\$23,140	\$1,102	5%	\$24,066	\$926	4%	\$25,029	\$963	4%	\$26,030	\$1,001	4%	\$27,332	\$1,302	5%
75	\$24,178	\$1,151	5%	\$25,145	\$967	4%	\$26,151	\$1,006	4%	\$27,197	\$1,046	4%	\$28,557	\$1,360	5%
76	\$25,675	\$1,223	5%	\$26,702	\$1,027	4%	\$27,770	\$1,068	4%	\$28,881	\$1,111	4%	\$30,325	\$1,444	5%
77	\$27,172	\$1,294	5%	\$28,259	\$1,087	4%	\$29,389	\$1,130	4%	\$30,565	\$1,176	4%	\$32,093	\$1,528	5%
78	\$28,669	\$1,365	5%	\$29,815	\$1,146	4%	\$31,008	\$1,193	4%	\$32,248	\$1,240	4%	\$33,860	\$1,612	5%
79	\$30,166	\$1,437	5%	\$31,372	\$1,206	4%	\$32,627	\$1,255	4%	\$33,932	\$1,305	4%	\$35,629	\$1,697	5%
80	\$31,663	\$1,508	5%	\$32,929	\$1,267	4%	\$34,246	\$1,317	4%	\$35,616	\$1,370	4%	\$37,397	\$1,781	5%
81	\$33,441	\$1,592	5%	\$34,778	\$1,337	4%	\$36,169	\$1,391	4%	\$37,616	\$1,447	4%	\$39,497	\$1,881	5%
82	\$35,219	\$1,677	5%	\$36,628	\$1,409	4%	\$38,093	\$1,465	4%	\$39,617	\$1,524	4%	\$41,598	\$1,981	5%
83	\$36,997	\$1,762	5%	\$38,477	\$1,480	4%	\$40,016	\$1,539	4%	\$41,617	\$1,601	4%	\$43,698	\$2,081	5%
84	\$38,775	\$1,846	5%	\$40,326	\$1,551	4%	\$41,939	\$1,613	4%	\$43,617	\$1,678	4%	\$45,798	\$2,181	5%
85	\$40,554	\$1,931	5%	\$42,176	\$1,622	4%	\$43,863	\$1,687	4%	\$45,618	\$1,755	4%	\$47,899	\$2,281	5%
86	\$42,347	\$2,016	5%	\$44,041	\$1,694	4%	\$45,803	\$1,762	4%	\$47,635	\$1,832	4%	\$50,017	\$2,382	5%
87	\$44,141	\$2,102	5%	\$45,906	\$1,766	4%	\$47,742	\$1,836	4%	\$49,652	\$1,910	4%	\$52,135	\$2,483	5%
88	\$45,934	\$2,187	5%	\$47,771	\$1,837	4%	\$49,682	\$1,911	4%	\$51,669	\$1,987	4%	\$54,252	\$2,583	5%
89	\$47,728	\$2,273	5%	\$49,637	\$1,909	4%	\$51,622	\$1,985	4%	\$53,687	\$2,065	4%	\$56,371	\$2,684	5%
90+	\$49,521	\$2,358	5%	\$51,502	\$1,981	4%	\$53,562	\$2,060	4%	\$55,704	\$2,142	4%	\$58,489	\$2,785	5%

*Changed the Membership Fee from 5-year increments to age specific.

Foundation Individual Membership Fees															
Age	November 1, 2016 Increase			November 1, 2017 Increase			November 1, 2018 Increase			November 1, 2019 Increase			November 1, 2020 Increase		
	Individual Membership Fee	\$	%	Individual Membership Fee	\$	%	Individual Membership Fee	\$	%	Individual Membership Fee	\$	%	Individual Membership Fee	\$	%
55	\$437	\$21	5%	\$480	\$44	10%	\$528	\$48	10%	\$549	\$21	4%	\$604	\$55	10%
56	\$613	\$29	5%	\$674	\$61	10%	\$741	\$67	10%	\$771	\$30	4%	\$848	\$77	10%
57	\$788	\$38	5%	\$867	\$79	10%	\$954	\$87	10%	\$992	\$38	4%	\$1,091	\$99	10%
58	\$964	\$46	5%	\$1,061	\$96	10%	\$1,167	\$106	10%	\$1,214	\$47	4%	\$1,335	\$121	10%
59	\$1,140	\$54	5%	\$1,254	\$114	10%	\$1,379	\$125	10%	\$1,434	\$55	4%	\$1,577	\$143	10%
60	\$1,316	\$63	5%	\$1,447	\$132	10%	\$1,592	\$145	10%	\$1,656	\$64	4%	\$1,822	\$166	10%
61	\$1,639	\$78	5%	\$1,803	\$164	10%	\$1,983	\$180	10%	\$2,062	\$79	4%	\$2,268	\$206	10%
62	\$1,961	\$93	5%	\$2,158	\$196	10%	\$2,374	\$216	10%	\$2,469	\$95	4%	\$2,716	\$247	10%
63	\$2,284	\$109	5%	\$2,513	\$228	10%	\$2,764	\$251	10%	\$2,875	\$111	4%	\$3,163	\$288	10%
64	\$2,607	\$124	5%	\$2,868	\$261	10%	\$3,155	\$287	10%	\$3,281	\$126	4%	\$3,609	\$328	10%
65	\$2,930	\$140	5%	\$3,223	\$293	10%	\$3,545	\$322	10%	\$3,687	\$142	4%	\$4,056	\$369	10%
66	\$3,343	\$159	5%	\$3,677	\$334	10%	\$4,046	\$368	10%	\$4,208	\$162	4%	\$4,629	\$421	10%
67	\$3,757	\$179	5%	\$4,132	\$375	10%	\$4,545	\$413	10%	\$4,727	\$182	4%	\$5,200	\$473	10%
68	\$4,170	\$199	5%	\$4,587	\$417	10%	\$5,046	\$459	10%	\$5,248	\$202	4%	\$5,773	\$525	10%
69	\$4,584	\$219	5%	\$5,042	\$458	10%	\$5,546	\$504	10%	\$5,768	\$222	4%	\$6,345	\$577	10%
70	\$4,997	\$238	5%	\$5,347	\$350	7%	\$5,882	\$535	10%	\$6,117	\$235	4%	\$6,729	\$612	10%
71	\$5,449	\$259	5%	\$5,831	\$381	7%	\$6,414	\$583	10%	\$6,671	\$257	4%	\$7,338	\$667	10%
72	\$5,901	\$281	5%	\$6,314	\$413	7%	\$6,945	\$631	10%	\$7,223	\$278	4%	\$7,945	\$722	10%
73	\$6,353	\$303	5%	\$6,798	\$445	7%	\$7,478	\$680	10%	\$7,777	\$299	4%	\$8,555	\$778	10%
74	\$6,805	\$324	5%	\$7,282	\$476	7%	\$8,010	\$728	10%	\$8,330	\$320	4%	\$9,163	\$833	10%
75	\$7,257	\$346	5%	\$7,765	\$508	7%	\$8,542	\$777	10%	\$8,884	\$342	4%	\$9,772	\$888	10%
76	\$7,770	\$370	5%	\$8,314	\$545	7%	\$9,145	\$831	10%	\$9,511	\$366	4%	\$10,462	\$951	10%
77	\$8,283	\$394	5%	\$8,863	\$580	7%	\$9,749	\$886	10%	\$10,139	\$390	4%	\$11,153	\$1,014	10%
78	\$8,796	\$419	5%	\$9,412	\$616	7%	\$10,353	\$941	10%	\$10,767	\$414	4%	\$11,844	\$1,077	10%
79	\$9,309	\$444	5%	\$9,960	\$651	7%	\$10,956	\$996	10%	\$11,394	\$438	4%	\$12,533	\$1,139	10%
80	\$9,821	\$468	5%	\$10,509	\$688	7%	\$11,560	\$1,051	10%	\$12,022	\$462	4%	\$13,224	\$1,202	10%
81	\$10,369	\$494	5%	\$11,095	\$727	7%	\$12,205	\$1,110	10%	\$12,693	\$488	4%	\$13,962	\$1,269	10%
82	\$10,916	\$520	5%	\$11,680	\$764	7%	\$12,848	\$1,168	10%	\$13,362	\$514	4%	\$14,698	\$1,336	10%
83	\$11,463	\$545	5%	\$12,266	\$803	7%	\$13,493	\$1,227	10%	\$14,033	\$540	4%	\$15,436	\$1,403	10%
84	\$12,011	\$572	5%	\$12,851	\$840	7%	\$14,136	\$1,285	10%	\$14,701	\$565	4%	\$16,171	\$1,470	10%
85	\$12,558	\$598	5%	\$13,437	\$879	7%	\$14,781	\$1,344	10%	\$15,372	\$591	4%	\$16,909	\$1,537	10%
86	\$13,093	\$623	5%	\$14,010	\$917	7%	\$15,411	\$1,401	10%	\$16,027	\$616	4%	\$17,630	\$1,603	10%
87	\$13,628	\$649	5%	\$14,582	\$954	7%	\$16,040	\$1,458	10%	\$16,682	\$642	4%	\$18,350	\$1,668	10%
88	\$14,163	\$674	5%	\$15,155	\$991	7%	\$16,671	\$1,516	10%	\$17,338	\$667	4%	\$19,072	\$1,734	10%
89	\$14,698	\$700	5%	\$15,727	\$1,029	7%	\$17,300	\$1,573	10%	\$17,992	\$692	4%	\$19,791	\$1,799	10%
90+	\$15,233	\$725	5%	\$16,300	\$1,066	7%	\$17,930	\$1,630	10%	\$18,647	\$717	4%	\$20,512	\$1,865	10%

*Changed the Membership Fee from 5-year increments to age specific.

Foundation Second Person Membership Fees																
Age	November 1, 2016 Increase			November 1, 2017 Increase			November 1, 2018 Increase			November 1, 2019 Increase			November 1, 2020 Increase			
	Second Person Membership Fee	\$	%	Second Person Membership Fee	\$	%	Second Person Membership Fee	\$	%	Second Person Membership Fee	\$	%	Second Person Membership Fee	\$	%	
55	\$415	\$20	5%	\$456	\$41	10%	\$502	\$46	10%	\$522	\$20	4%	\$574	\$52	10%	
56	\$582	\$28	5%	\$640	\$58	10%	\$704	\$64	10%	\$732	\$28	4%	\$805	\$73	10%	
57	\$749	\$36	5%	\$824	\$75	10%	\$906	\$82	10%	\$942	\$36	4%	\$1,036	\$94	10%	
58	\$916	\$44	5%	\$1,008	\$92	10%	\$1,109	\$101	10%	\$1,153	\$44	4%	\$1,268	\$115	10%	
59	\$1,083	\$52	5%	\$1,192	\$108	10%	\$1,311	\$119	10%	\$1,363	\$52	4%	\$1,499	\$136	10%	
60	\$1,250	\$60	5%	\$1,375	\$125	10%	\$1,513	\$138	10%	\$1,574	\$61	4%	\$1,731	\$157	10%	
61	\$1,557	\$74	5%	\$1,713	\$156	10%	\$1,884	\$171	10%	\$1,959	\$75	4%	\$2,155	\$196	10%	
62	\$1,864	\$89	5%	\$2,050	\$186	10%	\$2,255	\$205	10%	\$2,345	\$90	4%	\$2,580	\$235	10%	
63	\$2,170	\$103	5%	\$2,387	\$217	10%	\$2,626	\$239	10%	\$2,731	\$105	4%	\$3,004	\$273	10%	
64	\$2,477	\$118	5%	\$2,725	\$249	10%	\$2,998	\$273	10%	\$3,118	\$120	4%	\$3,430	\$312	10%	
65	\$2,784	\$133	5%	\$3,062	\$278	10%	\$3,368	\$306	10%	\$3,503	\$135	4%	\$3,853	\$350	10%	
66	\$3,176	\$151	5%	\$3,494	\$318	10%	\$3,843	\$349	10%	\$3,997	\$154	4%	\$4,397	\$400	10%	
67	\$3,569	\$170	5%	\$3,926	\$357	10%	\$4,319	\$393	10%	\$4,492	\$173	4%	\$4,941	\$449	10%	
68	\$3,962	\$189	5%	\$4,358	\$396	10%	\$4,794	\$436	10%	\$4,986	\$192	4%	\$5,485	\$499	10%	
69	\$4,354	\$206	5%	\$4,790	\$436	10%	\$5,269	\$479	10%	\$5,480	\$211	4%	\$6,028	\$548	10%	
70	\$4,747	\$226	5%	\$5,079	\$332	7%	\$5,587	\$508	10%	\$5,810	\$223	4%	\$6,391	\$581	10%	
71	\$5,176	\$246	5%	\$5,538	\$362	7%	\$6,093	\$554	10%	\$6,337	\$244	4%	\$6,971	\$634	10%	
72	\$5,606	\$267	5%	\$5,998	\$392	7%	\$6,598	\$600	10%	\$6,862	\$264	4%	\$7,548	\$686	10%	
73	\$6,035	\$287	5%	\$6,458	\$422	7%	\$7,104	\$646	10%	\$7,388	\$284	4%	\$8,127	\$739	10%	
74	\$6,464	\$307	5%	\$6,917	\$453	7%	\$7,609	\$692	10%	\$7,913	\$304	4%	\$8,704	\$791	10%	
75	\$6,894	\$328	5%	\$7,376	\$483	7%	\$8,114	\$738	10%	\$8,439	\$325	4%	\$9,283	\$844	10%	
76	\$7,381	\$351	5%	\$7,898	\$517	7%	\$8,688	\$790	10%	\$9,036	\$348	4%	\$9,940	\$904	10%	
77	\$7,868	\$374	5%	\$8,419	\$551	7%	\$9,261	\$842	10%	\$9,631	\$370	4%	\$10,594	\$963	10%	
78	\$8,356	\$398	5%	\$8,940	\$584	7%	\$9,834	\$894	10%	\$10,227	\$393	4%	\$11,250	\$1,023	10%	
79	\$8,843	\$421	5%	\$9,462	\$619	7%	\$10,408	\$946	10%	\$10,824	\$416	4%	\$11,906	\$1,082	10%	
80	\$9,330	\$444	5%	\$9,983	\$653	7%	\$10,981	\$998	10%	\$11,420	\$439	4%	\$12,562	\$1,142	10%	
81	\$9,850	\$469	5%	\$10,540	\$690	7%	\$11,594	\$1,054	10%	\$12,058	\$464	4%	\$13,264	\$1,206	10%	
82	\$10,370	\$494	5%	\$11,096	\$726	7%	\$12,206	\$1,110	10%	\$12,694	\$488	4%	\$13,963	\$1,269	10%	
83	\$10,890	\$518	5%	\$11,652	\$762	7%	\$12,817	\$1,165	10%	\$13,330	\$513	4%	\$14,663	\$1,333	10%	
84	\$11,410	\$543	5%	\$12,209	\$799	7%	\$13,430	\$1,221	10%	\$13,967	\$537	4%	\$15,364	\$1,397	10%	
85	\$11,930	\$568	5%	\$12,765	\$835	7%	\$14,042	\$1,277	10%	\$14,604	\$562	4%	\$16,064	\$1,460	10%	
86	\$12,438	\$592	5%	\$13,309	\$871	7%	\$14,640	\$1,331	10%	\$15,226	\$586	4%	\$16,749	\$1,523	10%	
87	\$12,947	\$617	5%	\$13,853	\$906	7%	\$15,238	\$1,385	10%	\$15,848	\$610	4%	\$17,433	\$1,585	10%	
88	\$13,455	\$641	5%	\$14,397	\$943	7%	\$15,837	\$1,440	10%	\$16,470	\$633	4%	\$18,117	\$1,647	10%	
89	\$13,963	\$665	5%	\$14,940	\$977	7%	\$16,434	\$1,494	10%	\$17,091	\$657	4%	\$18,800	\$1,709	10%	
90+	\$14,471	\$689	5%	\$15,484	\$1,013	7%	\$17,032	\$1,548	10%	\$17,713	\$681	4%	\$19,484	\$1,771	10%	

*Changed the Membership Fee from 5-year increments to age specific.

Colonnade Monthly Service Fees															
Age	November 1, 2016 Increase			November 1, 2017 Increase			November 1, 2018 Increase			November 1, 2019 Increase			November 1, 2020 Increase		
	Individual Membership			Individual Membership			Individual Membership			Individual Membership			Individual Membership		
Age	Fee	\$	%	Fee	\$	%	Fee	\$	%	Fee	\$	%	Fee	\$	%
55 to 90+	\$502	\$15	3%	\$517	\$16	3%	\$533	\$16	3%	\$549	\$16	3%	\$571	\$22	4%
Age	Second Person Membership			Second Person Membership			Second Person Membership			Second Person Membership			Second Person Membership		
	Age	Fee	\$	%	Fee	\$	%	Fee	\$	%	Fee	\$	%	Fee	\$
55 to 90+	\$476	\$14	3%	\$490	\$14	3%	\$505	\$15	3%	\$520	\$15	3%	\$541	\$21	4%

Belfry Monthly Service Fees															
Age	November 1, 2016 Increase			November 1, 2017 Increase			November 1, 2018 Increase			November 1, 2019 Increase			November 1, 2020 Increase		
	Individual Membership			Individual Membership			Individual Membership			Individual Membership			Individual Membership		
Age	Fee	\$	%	Fee	\$	%	Fee	\$	%	Fee	\$	%	Fee	\$	%
55 to 90+	\$502	\$15	3%	\$517	\$15	3%	\$533	\$16	3%	\$549	\$16	3%	\$571	\$22	4%
Age	Second Person Membership			Second Person Membership			Second Person Membership			Second Person Membership			Second Person Membership		
	Age	Fee	\$	%	Fee	\$	%	Fee	\$	%	Fee	\$	%	Fee	\$
55 to 90+	\$476	\$14	3%	\$490	\$14	3%	\$505	\$15	3%	\$520	\$15	3%	\$541	\$21	4%

Pillai Monthly Service Fees															
Age	November 1, 2016 Increase			November 1, 2017 Increase			November 1, 2018 Increase			November 1, 2019 Increase			November 1, 2020 Increase		
	Individual Membership			Individual Membership			Individual Membership			Individual Membership			Individual Membership		
Age	Fee	\$	%	Fee	\$	%	Fee	\$	%	Fee	\$	%	Fee	\$	%
55 to 90+	\$479	\$14	3%	\$493	\$14	3%	\$508	\$15	3%	\$523	\$15	3%	\$544	\$21	4%
Age	Second Person Membership			Second Person Membership			Second Person Membership			Second Person Membership			Second Person Membership		
	Age	Fee	\$	%	Fee	\$	%	Fee	\$	%	Fee	\$	%	Fee	\$
55 to 90+	\$454	\$13	3%	\$468	\$14	3%	\$482	\$14	3%	\$496	\$14	3%	\$516	\$20	4%

Canopy Monthly Service Fees															
Age	November 1, 2016 Increase Individual Membership			November 1, 2017 Increase Individual Membership			November 1, 2018 Increase Individual Membership			November 1, 2019 Increase Individual Membership			November 1, 2020 Increase Individual Membership		
	Fee	\$	%	Membership Fee	\$	%	Membership Fee	\$	%	Membership Fee	\$	%	Fee	\$	%
55 to 90+	\$456	\$13	3%	\$470	\$14	3%	\$484	\$14	3%	\$498	\$14	3%	\$518	\$20	4%
Age	Second Person Membership			Second Person Membership			Second Person Membership			Second Person Membership			Second Person Membership		
	Fee	\$	%	Membership Fee	\$	%	Membership Fee	\$	%	Membership Fee	\$	%	Fee	\$	%
55 to 90+	\$434	\$13	3%	\$447	\$13	3%	\$460	\$13	3%	\$474	\$14	3%	\$493	\$19	4%

Foundation Monthly Service Fees															
Age	November 1, 2016 Increase Individual Membership			November 1, 2017 Increase Individual Membership			November 1, 2018 Increase Individual Membership			November 1, 2019 Increase Individual Membership			November 1, 2020 Increase Individual Membership		
	Fee	\$	%	Membership Fee	\$	%	Membership Fee	\$	%	Membership Fee	\$	%	Fee	\$	%
55 to 90+	\$334	\$10	3%	\$344	\$10	3%	\$354	\$10	3%	\$365	\$11	3%	\$380	\$15	4%
Age	Second Person Membership			Second Person Membership			Second Person Membership			Second Person Membership			Second Person Membership		
	Fee	\$	%	Membership Fee	\$	%	Membership Fee	\$	%	Membership Fee	\$	%	Fee	\$	%
55 to 90+	\$317	\$9	3%	\$327	\$10	3%	\$337	\$10	3%	\$347	\$10	3%	\$361	\$14	4%

Tab 2

Member Agreement

List of Service Providers

Release of Liability

GOODWIN HOUSE INCORPORATED
Goodwin House at Home Program
4800 Fillmore Avenue
Alexandria, VA 22311

MEMBER AGREEMENT

GOODWIN HOUSE AT HOME

MEMBER AGREEMENT

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I. INTRODUCTION

This Agreement (the "Agreement") is made and entered into by and between Goodwin House Incorporated, a Virginia not-for-profit corporation (hereinafter referred to as "Provider," "GHI," or "the Corporation"), and _____ (hereinafter referred to as "You," "Your" or "the Member"). This Agreement shall be deemed effective on _____.

GHI owns and operates two continuing care retirement communities ("CCRCs") for older adults known as Goodwin House Alexandria ("GHA"), located in the City of Alexandria, Virginia, and Goodwin House Bailey's Crossroads ("GHBC"), located in Falls Church, VA. GHA and GHBC consist of residential living apartments, community and amenity areas, a continuum of health and wellness services, and various support facilities. Both campuses have 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 also owns and operates Goodwin House at Home (GHAH), a Community-Based Continuing Care ("CBCC") program regulated by the Virginia Bureau of Insurance. GHAH offers 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.

GHI's mission statement is as follows:

The mission of Goodwin House Incorporated is to support, honor and uplift the lives of older adults and the people who care for them through a faith-based, nonprofit organization affiliated with the Episcopal Church.

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

WITNESSETH:

WHEREAS, GHI provides 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 a Provider Plan 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:**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 is 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 (as defined above) without assistance or at all, as determined by the Care Coordination Team.

Adjustment Period

The seven-day period immediately following the Membership Date (as defined in Section XI (F) 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:

- **Application for Membership** — the Membership Application 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.
- **Report of Member’s Personal Physician and Medical Record** — the information and history obtained by Provider from Member’s personal physician.
- **Pre-Admission Functional Review** — the assessments completed by the Provider to understand Member’s level of independence.

Adult Day Services

A program of services in a congregate setting for a scheduled number of hours per week. Elements of an adult day services program usually include transportation, meals and activities (health-related and social).

Agreement

This Member Agreement.

Appeals Committee

The committee consisting of the GHAH Medical Director and the President and CEO of GHI that reviews Level III appeals.

Application Fee

The non-refundable fee paid by prospective Member to Provider in connection with prospective Member's application for membership in the Plan.

Average Cost of Care in a Skilled Nursing Facility

The average daily, monthly, or yearly cost of care in a Skilled Nursing Facility as calculated and published annually by the Provider.

Average Cost of Care in an Assisted Living Facility

The average daily, monthly, or yearly cost of care in an Assisted Living Facility as calculated and published annually by the Provider.

Care Coordination Team

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

Chronic Disease Management

Educational materials and classes to promote an understanding of chronic diseases common in aging adults, disease prevention, early detection, disease management, and healthy choices.

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, (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 an entrance fee. CBCC also means the provision of the enumerated services in the individual's private residence as long as medically feasible, and the provision of facility-based long-term care services when

required, either directly or indirectly 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 Member. 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.

Companion

A person designated by the Provider to provide companion services to a Member at the Member's home.

Companion Services

Those services provided by a companion, which may include visiting a Member for conversation and social time (for example, playing cards or other games, or going for a walk), and regular telephone calls.

Designated Service Area

Provider's area of coverage for Services, as defined by Provider. The Designated Service Area may be altered from time to time at the sole discretion of Provider. No change in the Designated Service Area by Provider will adversely affect this Agreement or the Services to Members covered thereby.

Determined to be Appropriate

The Care Coordination Team, using industry standards and accepted standards of healthcare practice, has assessed a Member's medical and functional status and concluded that Services are necessary and will be provided by the Provider.

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.

Durable Medical Equipment

Items that can withstand repeated use: are primarily and customarily used to serve a medical purpose; are generally not useful to a person in the absence of illness, injury, or disease; are appropriate for use in the home and do not serve as comfort/convenience items. Some such items are paid for by third party health insurance coverage, but many are not.

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.

Facility-Based Services

Services provided in a facility other than the home, including Assisted Living and Skilled Nursing Facilities as defined below:

- **Assisted Living Facility** is a level of living, licensed by the Commonwealth of Virginia, where daily assistance is provided in comfortable studios or one-bedroom accommodations. Assistance with various activities of daily living and/or instrumental activities of daily living is 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.
- **Skilled Nursing Facility** 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.

Goodwin House at Home ("GHAH")

The program of community-based continuing care services provided by GHI, as the Provider, pursuant to the Act.

Health Assessment

Members are assisted in scheduling an annual health assessment with his/her physicians, and may be accompanied by his/her Member Services Facilitator upon request.

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

A Member's primary residence exclusive of Assisted Living or Skilled Nursing Facilities.

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.

Home Care Aide

A person qualified to provide assistance with personal care and designated by the Provider to provide Home Care Aide Services to a Member at the Member's Home.

Home Care Aide Services

May include assistance with bathing and dressing; nutritional needs, such as feeding assistance; and simple maintenance of the Member's environment.

Homemaker

A person designated by the Provider to provide Homemaker Services to the Member at the Member's Home.

Homemaker Services

Services provided by a Homemaker, which may include assistance with day-to-day activities such as cooking, dishwashing, laundry, light housekeeping, and errands.

Hospice

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

Individualized Plan of Care

The written plan of long-term care services for the Member based on a comprehensive needs assessment, including types of service, starting dates, quantity, frequency, duration of Service, name of Provider or Facility to provide services, and any special considerations, which is developed and approved by the Care Coordination Team in consultation with Member and/or Member's Designated Representative. The Individualized Plan of Care is reviewed with and agreed to by the Member and/or Member's Designated Representative.

In-Home Function and Safety Assessment

The evaluation conducted to assess the Member's functioning and safety within the Home, the Home's suitability for the Member's changing needs, and to make recommendations to increase safety and suitability as appropriate. The cost of any home adaptation is the Member's sole responsibility.

In-Home Services

Services covered by the Plan and provided in a Member's place of residence, in accordance with this Agreement.

Licensed Nursing Care

Services in the home, provided by a Registered Nurse or a Licensed Practical Nurse, in accordance with this agreement.

Lifestyle and Wellness Programs

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

Medical Director

A physician appointed from time to time by Provider to oversee the medical and health care services provided to Members.

Medical Record

All records relating to the Member's medical history and condition, which may be maintained by Provider, or by a Plan Participating Facility or a Plan Participating Provider, 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 and 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 sometimes 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 US 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 co-payments.

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.

Member's Health Status Confirmation

Confirmation by Member at the time of signing of the Agreement that his or her health has not changed since the Membership Application was completed.

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.

Member Services Facilitator

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

Memory Support

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

Monthly Fee

The monthly charge for membership in the Plan selected.

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.

Non-Plan Participating Provider

Any health care provider not having an agreement with Provider who makes health care services available to Members.

Non-Plan Participating Facility

Any Assisted Living Facility or Skilled Nursing Facility that does not have a formal agreement with the Provider but provides services to Members.

Nutritional Support and Meals

Assistance accessing nutritional resources, including meals.

Participant

An individual who has entered into a Member Agreement with GHAH, also called a **Member**.

Permanent Resident

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

Plan

The pricing option that a Member selects upon enrollment.

Plan Participating Facility

An Assisted Living or Skilled Nursing Facility that enters into agreement with Provider to supply facility-based Services for Members.

Plan Participating Provider

A Service provider that has an agreement with Provider to make in-home services available to Members and which is not a Plan Participating Facility.

Plan Participating Assisted Living Facility

A facility owned or leased by Provider, or that has an agreement with Provider to provide all or some of the following: assistance with personal hygiene, tasks of daily living, medications, social services, independent and group activities, dietary services, and nursing services in accordance with Commonwealth of Virginia regulations applicable to Assisted Living Facilities.

Plan Participating Skilled Nursing Facility

A facility owned or leased by Provider, or that has an agreement with Provider, which meets the Medicare definition of a Skilled Nursing Facility and provides skilled nursing care services in accordance with the Commonwealth of Virginia regulations applicable to Skilled Care Nursing Facilities.

Pre-Existing Condition

A disease, illness, sickness, mental condition, or physical condition for which medical care, advice, or treatment was recommended by or received from a physician within the five-year period preceding the date of Member's admission to the Plan.

Promptly

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

Provide

Means that the Provider will directly or through a Plan Participating Provider or Facility make services available at Provider cost, subject to applicable Plan co-payments, deductibles, and limitations.

Provider

Goodwin House Incorporated (GHI), the provider of the GHAAH Program of community based continuing care services under this Agreement. The Provider will directly or through a Plan Participating Provider or Facility make services available at Provider cost, subject to applicable Plan co-payments, deductibles, and limitations.

Prevailing Rate for a Plan Participating Facility

The current per diem rate charged by a particular Plan Participating Facility.

Rescission Period

See Adjustment Period above.

Referral Service

A service whereby Provider, acting as an intermediary between Member and third party vendors, refers vendors to Member for such services as Member may request, at costs payable in full by Member. Provider makes no warranties as to the suitability of such a service provider and assumes no liability for the actions of any such providers; however, will make good faith efforts to refer suitable vendors and will advocate for the member if a dispute arises.

Services

Any assistance, including coordinated in-home care management, wellness programs, health assessments, health information and referral, home safety evaluation, homemakers services, assistance with activities of daily living, personal emergency response systems, chronic disease management, professional nursing services, services provided by a home care organization, facility based assisted living care and care in a certified nursing facility, that is provided to Members at Provider's cost, subject to applicable Plan co-payments, deductibles and limitations.

Transportation Services

Services provided if the Member is unable to drive (or instructed by his/her physician not to drive), to/from a scheduled procedure, or to/from medically necessary outpatient surgery or short procedures, which may include, but are not limited to, cataract removal, chemotherapy treatments, and surgical biopsies. Transportation Services do not include transportation for regular physician office visits, dialysis, and routine specialist appointments.

III. TERMS AND CONDITIONS

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, a comprehensive range of services is offered to GHI Members. Provided 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. PLAN SELECTION AND FEES

GHI has disclosed and explained the various Financial Plan options and associated services, fees, co-payments, and limitations. Certain of the plans provide a maximum Daily Benefit and/or are co-pay plans in which the member and GHAH share the cost of care, based on the Plan, up to a maximum daily benefit. You have selected the following:

Plan Selected:	_____.
The Membership Fee for the plan selected:	\$_____.
The current Monthly Fee for the Plan selected:	\$_____.
The current Daily Benefit for the Plan selected:	\$_____.
The current Lifetime Benefit for the Plan selected:	\$_____.

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

C. 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.

D. 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 change in the Monthly Fee shall be effective until Member shall have received not less than thirty (30) days advance, written notice of such change, unless the change is required by Federal, state, or local law or regulation.

E. LIMITATION OF PROVIDER PAYMENT FOR THE LIFE TIME OF MEMBER

Provider will limit the total payment for services as outlined in this Agreement. The total lifetime benefit may be changed by Provider from time to time based on the average cost of skilled nursing care published by GHI annually, and distributed to GHI Members. No

change in the Lifetime Cap shall be effective until Member shall have received not less than thirty days advance, written notice of such change, unless the change is required by Federal, state or local law or regulation. In the event that Member reaches this lifetime cap, Provider will continue to provide Care Coordination services on behalf of the Member. Member will no longer be responsible for paying the monthly fee. Provider will bill Member for all services in excess of the lifetime cap, including but not limited to, Care Coordination.

F. INCOME AND ASSETS TO COVER COSTS

Member represents and warrants that he/she has sufficient income and assets to cover the costs of maintaining membership in the GHAH Program, as outlined in this Agreement.

G. SOLE RESPONSIBILITY ASSUMED BY THE PROVIDER

All legal and financial obligations assumed by the Provider in this Agreement are solely the responsibility of GHI. 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 for up to a certain dollar amount congruent with the Plan selected by the Participant (see Section III, B.) when the Services are Determined to be Appropriate by the Care Coordination Team.

A. CARE COORDINATION

A Member Services Facilitator will be assigned to the Member. Under the direction of the assigned Member Services Facilitator, the Care Coordination Team, as defined in Section II, in consultation with the Member and/or the Member's Designated Representative, shall prepare an Individualized Plan of Care to meet the Member's particular needs annually, or as the Member's needs change. All decisions involving the Member's care, including provided services and if necessary, permanent transfer from the Home to Facility-Based Services, will be made by the Care Coordination Team following consultation with the Member and/or the Member's Designated Representative. Your Member Services Facilitator will contact you regularly to assess changes in health and functional status and thereby ensure that Services provided are appropriate.

B. MEMBER IN-HOME FUNCTION AND SAFETY ASSESSMENT

During the first year of Membership, Provider will provide an In-Home Function and Safety Assessment for the purpose of identifying any functional and safety problems. The Member will receive a summary report based on the assessment and it will include any identified functional and safety concerns and recommended remediations. Provider may require,

based on circumstances of previous assessments or Member's health status or functional capabilities, that the Member permit Provider to provide a more frequent function and safety assessment at Member's Home. Any recommended changes or corrections are the Member's sole responsibility, and it is the Member's choice whether to make the recommended changes or corrections to his/her Home. Provider is not responsible for either making the changes or for covering the cost thereof; however, Provider will assist Member by making available a list of possible vendors of such goods and services. Member assumes full responsibility for failure to make the improvements recommended in his/her Home, and may be required to sign a Release of Liability Addendum if such changes are refused.

C. HEALTH ASSESSMENTS

The Member Services Facilitator may assist Member in scheduling an annual health assessment with the Member's physician and will accompany the Member to this appointment upon request or when deemed appropriate by the Member Services Facilitator. Member shall provide a copy of his/her annual health assessment to Provider.

D. IN-HOME SERVICES

In-Home Services will be Provided when determined to be appropriate by the Care Coordination Team and to the extent provided for in the Plan selected, subject to applicable Plan co-payments, deductibles, and limitations. Member must exhibit at least one ADL Deficiency to be eligible for the following In-Home Services and must use a Plan Participating Provider unless otherwise permitted (See Section J).

1. **Licensed Nursing Care** – Non-Medicare covered Home Health Services, including Nursing, or personal care provided by a Licensed Practical Nurse, Registered Nurse or a Home Care Aide as Determined to be Appropriate by the Care Coordination Team and to the extent provided for in the Plan selected by the Member.
2. **Home Care Aides** – For bathing, dressing, and grooming, as well as other ADL functions.
3. **Homemaker Services** – Includes cooking, light housekeeping, and chore services.
4. **Companion Services** – Visiting a Member for conversation and social time, including playing cards, games, or going for a walk, and regular telephone calls.
5. **Nutritional Support/Meals** – If determined to be appropriate by the Care Coordination Team, Provider will arrange to have meals provided to the Member in his/her Home. The Member Services Facilitator can assist with arranging a meal service for Members requesting such service for convenience. The cost of the meals and any delivery charge

will be the responsibility of the Member.

6. **Adult Day Care** – In a congregate setting for a scheduled number of hours per week. Elements of an adult day services program usually include transportation, meals, and activities (both health-related and social).
7. **Transportation Services** – If the Member is unable to drive due to a scheduled procedure, or instructed by his/her physician not to drive, Provider will provide transportation to and from medically necessary outpatient surgery and/or some procedures which may include, but are not limited to, cataract removal, chemotherapy treatments, and surgical biopsies. Transportation Services are not provided for regular physician office visits, dialysis, and routine specialist appointments. Assistance in arranging transportation for such may be handled by the Member Services Facilitator.
8. **Emergency Response System** – An emergency response system with 24-hour coverage.
9. **Chronic Disease Management** – Educational materials and classes to promote an understanding of chronic diseases common in aging adults, disease prevention, early detection, disease management, and healthy choices.

E. FACILITY-BASED SERVICES

If the Member is no longer able to safely remain in his/her home, placement in an Assisted Living or Skilled Nursing Facility may be recommended by the Member Services Facilitator and deemed necessary by the Care Coordination Team. Member (or his or her designee) will be consulted with respect to the decision and the choice of available Facility-Based Service Providers. Provider may require an examination of Member by the medical director (or his or her designee) to determine eligibility for Facility-Based Services. Provider will not be responsible for payment of in-home services or any ancillary charges such as laundry, prescription drugs, medical supplies, telephone, television/cable, or barber/beauty shop services while Member is residing in an Assisted Living Facility or Skilled Nursing Facility.

1. **Assisted Living Facility** – Placement in a licensed Assisted Living Facility may be necessary when member requires more assistance than can be provided at Home but Member does not meet the criteria for skilled nursing care or does not require hospitalization. Generally, this would be when Member is chronically ill and unable to perform, without substantial assistance from another individual, at least 2 of the 5 Activities of Daily Living or Member requires substantial supervision due to severe Cognitive Impairment.
2. **Skilled Nursing Facility** – Placement in a licensed Skilled Nursing Facility may be necessary when Member requires more assistance than can be provided at Home or in an Assisted Living Facility but does not require hospitalization. Generally, this would

be when Member is chronically ill and unable to perform, without substantial assistance from another individual, at least 2 of the 5 Activities of Daily Living or Member requires substantial supervision due to severe Cognitive Impairment.

F. INFORMATION AND REFERRAL SERVICES

In addition to the Services outlined in this Agreement, a Referral Service for other services is available with associated additional charges. These may include, but are not be limited to, other health related services, landscaping, home maintenance, legal, and financial planning, housekeeping, and rental of medical equipment. The Member is solely responsible for the full cost of any such goods or services provided.

If a Member chooses to use a Referral Service, Member releases Provider, its officers, directors, agents and employees from any and all liability due to any injury, damage, or loss incurred in connection with the provision of, or relating to, the provision of any such Referral Service.

G. LIFESTYLE AND WELLNESS PROGRAMS

These programs may be offered from time to time, including but not limited to exercise classes, arts and crafts, wellness seminars, speakers, and day excursions. Members will be advised of the schedules and any costs for the programs on an as-offered basis.

H. LIMITATION OF PROVIDER PAYMENT FOR NON-INSTITUTIONAL HEALTH CARE SERVICES

Provider will limit payment for In-Home Services (licensed nursing care, Home Care Aide, Homemaker, Companion, Emergency Response System and Adult Day Services) for Foundation, Canopy, Pillar, Colonnade and Belfry, if the aggregate cost of such Services for any 30-day period exceeds the Average Cost of Care in a Skilled Nursing Facility for which the Member would otherwise be eligible. The average cost of skilled nursing care will be published by GHI annually, and distributed to GHI Members.

The Member may either transfer to a Plan Participating Facility or Plan Participating Provider or pay the difference between the cost to Provider of In-Home Services and the Average Cost of Care in the Plan Participating Assisted Living or Skilled Nursing Facility where the Member would otherwise be eligible.

I. USE OF NON-APPROVED PARTICIPATING PROVIDERS OF FACILITIES

1. **Non-Approved Providers** – Non-Approved Participating Providers may be used within the United States under the following conditions:

- a. An Approved Provider is unable to provide Service as requested by Provider; or

- b. Individual circumstances warrant use of a Non-Approved Provider; and Member may be responsible for arranging for the approved Services from a licensed provider, paying for such Services, and submitting appropriate documentation of payment for reimbursement based on plan and subject to applicable co-payments, deductibles, and limitations.
2. **Temporary Use of Non-Approved Providers** – If Member is receiving Services from Provider within the Designated Service Area and wishes to travel outside the Designated Service Area and continue to receive Services, this will be permitted under the following conditions:
 - a. After joining Provider, Member has been a resident of the Designated Service Area for a period of at least one year before relocating outside the Designated Service Area;
 - b. Member’s personal physician must certify that Member is able to undertake such travel;
 - c. The Care Plan in effect prior to Member’s traveling outside the Designated Service Area, including the type and extent of care, will remain in effect during the period of time Member is traveling outside the Designated Service Area;
 - d. Member may be responsible for arranging any such services outside the Designated Service Area and for submitting appropriate documentation of payment for reimbursement based on plan and subject to applicable co-payments, deductibles, and limitations.
3. **Permanent Use of Non-Approved Providers Due to Relocation** – If Member has a change of Permanent Residence to a location outside of the Designated Service Area, Non-Approved Providers may be used under the following conditions:
 - a. After joining Provider, Member has been a resident of the Designated Service Area for a period of at least one year before relocating outside the Designated Service Area;
 - b. Member is permanently residing within the United States but outside the Designated Service area;
 - c. Member informs Provider in writing of relocation;
 - d. Member may be responsible for arranging for the approved services from a licensed provider, paying for such services, and submitting appropriate documentation of payment to Provider for reimbursement; and
 - e. Provider may, in its sole discretion, engage, at its expense, a geriatric care manager to arrange and oversee the delivery of Member’s care outside the Designated Service Area.
4. **Non-Plan Participating Providers Outside of The United States** – Non-Approved Providers may be used outside of the United States under the following conditions:
 - a. After joining Provider, Member has been a resident of the Designated Service Area for a period of at least one year before relocating outside the Designated Service Area;

- b. Member is traveling or temporarily residing outside of the United States for a period of 90 days or fewer;
 - c. Member will be responsible for notifying the Member Services Facilitator of the situation within 72 hours of requiring care;
 - d. Member is responsible for arranging the approved Services from an appropriate provider, paying for such Services, and submitting appropriate documentation of payment to Provider;
 - e. Provider may, in its sole discretion, engage, at its expense, a geriatric care manager to arrange and oversee the delivery of Member's care outside the Designated Service Area. The Member is responsible for any additional charges.
5. **Release of Liability** - If Member chooses to use a Non-Approved Facility or Non-Plan Participating Provider, Member releases Provider, its officers, directors, agents, and employees from any and all liability, due to any injury, damage, death, or loss incurred in connection with the provision of, or relating to the provision of, any such services by a Non-Approved Facility or Non-Plan Participating Provider.

J. EXCLUSIONS FOR PRE-EXISTING CONDITIONS

The policy of Provider is to conduct pre-admission health screenings to review the appropriateness of offering a contract to prospective Members. Prior to becoming a Member, a medical application must be approved. The medical information shall be reviewed to determine whether the prospective Member is an appropriate candidate for living safely in his/her own home. Admission is denied for certain pre-existing conditions or the inability to pass the medical and/or functional assessments.

Provider shall have the right to exclude from its responsibility costs relating to Pre-Existing Conditions disclosed in the Report of Plan Medical Practitioner or the Report of Member's Personal Physician. Member represents and warrants that all Pre-Existing Conditions which are known to Member have been disclosed to Provider. Those Pre-Existing Conditions to be excluded from Provider's responsibility shall be listed as an addendum to this Member Agreement.

V. APPEAL PROCESS

A. MEMBER'S RIGHT TO APPEAL

Member has the right to appeal decisions made by the Provider in connection with Section IV (Facilities and Services), Section VIII (Right of Subrogation), and Section X (Decisions Involving Permanent Transfer from Living Accommodation) in accordance with the procedures set forth in this Section V.

B. WHO MAY APPEAL

Member or Member's Designated Representative has the right to appeal. The family members of a Member may advocate for or encourage Member to appeal, but cannot themselves appeal, except where the family member has been appointed Member's Designated Representative. The Member Services Facilitator may act as an advocate for Member or may facilitate the appeal, but the Member Services Facilitator cannot appeal him/herself.

C. APPEAL PROCESS – LEVEL I

1. Member Services Facilitator shall record all requests to appeal.
2. Member shall promptly initiate appeal procedures by
 - a. Telephoning Member's Member Services Facilitator; or
 - b. Informing Provider in writing of Member's desire to appeal.
3. Director shall perform a prompt, independent review of the case, and shall notify Member of review decision within ten business days.

D. APPEAL PROCESS – LEVEL II

If Member promptly notifies Provider in writing of desire to appeal to the next level, the case will be reviewed promptly by the Care Coordination Team. The director shall notify Member of decision within 30 days.

E. APPEAL PROCESS – LEVEL III

If Member promptly notifies Provider in writing of desire to appeal to the next level, the case will be reviewed promptly by the Medical Director, the President & CEO of Provider, and a representative designated by the Member. The director shall notify Member of Level III decision in writing within 30 days. This process is subject to change and is included in the member handbook.

F. NO FURTHER APPEAL

Member shall have no right to appeal a Level III decision.

VI. MEDICAL AND SURGICAL INSURANCE**A. MEMBER'S OBLIGATION TO CARRY MEDICAL INSURANCE**

1. If Member is qualified, Member will become and remain insured under the Social Security Amendments of 1965 (commonly referred to as "Medicare A and B") or under such programs as may be offered and/or approved by the Provider in the future. Member shall also carry a Medicare Supplemental Policy that meets Provider's required standards of coverage. A description of the Provider's standards of coverage has been disclosed and explained.

If for any reason the Provider cannot apply directly for payment for medical Services, Member will apply for payment of any and all amounts payable for Services rendered to Member and for which benefits are available under Medicare or Medicare Supplemental Coverage or a program equivalent in benefits. Reimbursement from such insurance shall become the property of the Provider if the Provider has paid for these Services.

If a Member is unable or unwilling to qualify as an assured under Medicare and Medicare supplemental coverage or a program equivalent in benefits, such as a Medicare Advantage Plan, Member will be responsible for all payments which would have been made to the Provider by such programs. Member agrees to pay for all insurance required by this paragraph.

2. If a Member does not have the proper insurance, he/she will be required to sign an Amendment to the Member Agreement, Waiver of Supplemental Insurance form. The waiver is an acknowledgement of the Member's responsibility for payment in the event any medical liability incurred is not covered by Medicare. This would include, but not be limited to, hospital deductibles, physician deductibles, physician co-insurance, and skilled nursing co-insurance.
3. Despite anything in this Agreement to the contrary, the Provider may, by addendum to this Agreement, require Member to carry private medical and surgical insurance, in addition to Medicare Supplemental Coverage or a program equivalent in benefits, in recognition of certain pre-existing medical conditions.

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; surgeries 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.

D. ANNUAL PHYSICAL EXAMINATION

Provider requests, and 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 Care Coordination Team for review.

VII. ILLNESS OR ACCIDENT

If Member is involved in an accident or suffers an illness while traveling, Member shall make every reasonable effort to notify the Provider as soon as possible. If care is required, Member shall be responsible for arranging any such services outside the Designated Service Area and for submitting appropriate documentation of payment for reimbursement subject to applicable Plan co-payments, deductibles, and limitations. If continued medical care is required, Member shall arrange to return to Home or to a Plan Participating Facility as soon as reasonably possible. Member is entitled to reimbursement for medical costs as may be provided by Medicare supplemental coverage or a program equivalent in benefits for the care received while away from Home or Plan Participating Facility. See Section IV. I for use of non-approved facilities.

VIII. RIGHT OF SUBROGATION

Member agrees promptly to advise Provider in the event of an accident or injury to Member caused by third parties and to promptly file a claim with its insurance company, to diligently pursue such claim and to assign any insurance proceeds recovered to the Provider to the extent the Provider has incurred extra costs of care due to the accident or injury. In the event that any proposed insurance recovery is insufficient to defray the Provider's additional costs of care, Provider shall retain the right to require Member to pursue litigation against the person who has caused the injury. If Member fails to file suit, Member hereby grants power of attorney to the Provider, which power shall not be affected by the disability of Member, at Provider's election and cost to bring any claims or initiate legal action, if necessary, against the person who has caused injury to Member for compensation for the injury or expenses thereby caused. Member agrees to execute such further authorizations as shall be necessary to prosecute such claims or causes of action. The Provider, at its election, may sue and enforce any cause of action for Member, for injury or damages so resulting, in the name of the Member or in Provider's own name.

After all costs and damages incurred by the Provider (including reasonable costs of care furnished to Member by the Provider because of such accident or injury) shall have been paid

for and reimbursed to the Provider by such subrogation, the balance of any collection made will be refunded or credited to Member's account, or in the event of the death of Member, will be paid to Member's estate. The Provider may limit its election as provided above to claims for recovery of the costs incurred by it; and in such event, the Provider shall not be obligated to assert any claim of Member arising out of such accident or injury beyond the costs incurred by the Provider.

IX. EXCLUSIONS

In addition to the other costs to be paid by Member under Section VI, and except to the extent covered by Medicare or other insurance, Member will be solely responsible for payment for refractions, eye glasses, hearing aids, hospitalization, surgeries, dentistry, dental surgery, dentures, Durable Medical Equipment, inlays, orthopedic appliances, therapy for psychiatric disorders, treatment for alcohol or drug abuse, professional medical transportation, pharmaceuticals, physician fees, laboratory and x-ray services, excessive incontinent care, renal dialysis, ventilator care, and organ transplants. Member will also be solely responsible for all costs relating to health conditions, if any, listed on an addendum to this Agreement, except to the extent covered by Medicare or other insurance. Any such addendum, when dated and initialed by Member and the Provider, becomes part of this Agreement.

X. DECISIONS INVOLVING PERMANENT TRANSFER FROM LIVING ACCOMMODATION

All decisions involving permanent transfer from Member's current living accommodation (including Home, Assisted Living Facility or Skilled Nursing Facility to another accommodation) will be made by the Care Coordination Team in consultation with the Member and/or the Member's Designated Representative. A Member will be transferred permanently to a Plan-Approved Assisted Living or Skilled Nursing Facility and will be covered up to the Reimbursement Amount for the Canopy, Pillar, Colonnade, and Belfry Plan. Foundation Plan members will pay the prevailing rate and then submit any reimbursement they may be eligible to receive from his/her Long-term Care provider.

XI. PAYMENT OF FEES

A. SELECTION OF MEMBERSHIP FEE PLAN

Provider has disclosed and explained to Member the various Membership Fee Plans. Member agrees to pay a Membership Fee and a Monthly Fee as calculated in subsections B and C below.

B. MEMBERSHIP FEE

Member shall pay to Provider a Membership Fee by the effective date of this Agreement as follows:

Total Membership Fee:	<u>\$0.00</u>	
Less Priority Club Deposit:	<u>\$0.00</u>	
Balance Due With this Agreement:		<u>\$0.00</u>

C. MONTHLY FEE

You shall pay a Monthly Fee, payable in advance, and thereafter by the fifteenth day of each month, as follows:

Monthly Fee:	<u>\$0.00</u>
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The Monthly Fee is subject to adjustment by Provider pursuant to subsection E below.

D. COSTS FOR OTHER SERVICES

Member will be billed monthly for any services and supplies provided by Provider but not included in the Plan chosen. 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 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 30 days prior to the effective date of any increase in the Monthly Fee or any adjustment to ancillary services.

F. REFUND PROVISIONS

In the event the Agreement is terminated, Member's entitlement to a refund shall be determined in accordance with the provisions set out below; subject, however, to reduction by the amount of any unpaid cost for services rendered in excess of Member's plan benefits, as provided in Section IV(H), or the amount of any financial assistance that may have been

granted to Member, as provided in Section XII.

1. **Termination within Adjustment Period** -- The Participant has 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.
2. **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 provided that 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 another individual or named trust.

For Canopy, Pillar, Colonnade and Foundation plans

3. **Termination by Member** -- If Member terminates this Agreement by written notice in accordance with the Member's termination right under Section XIV A.2., Provider will refund to Member an amount equal to 100 percent of the Membership Fee paid, less 2 percent of the Membership Fee for each month since the effective date of this Agreement; 3 percent for each month Member spends in Assisted Living, and 4 percent for each month Member spends in Skilled Nursing.
4. **Termination by Provider** -- If Provider terminates this Agreement in accordance with its termination right under Section XIV. B.1., the Corporation will refund to Member an amount equal to 100 percent of the Membership Fee paid, less 2 percent of the Membership Fee for each month since the effective date of this Agreement, 3 percent for each month Member spends in Assisted Living and 4 percent for each month Member spends in Skilled Nursing.
5. **Termination by Death** -- Upon death, the Corporation will refund to Member's Estate, or, alternatively, to another individual or named trust an amount equal to 100 percent of the Membership Fee paid, less 2 percent of the Membership Fee for each month since the effective date of this Agreement, 3 percent for each month Member spends in Assisted Living and 4 percent for each month Member spends in Skilled Nursing.

For Belfry Plan

6. **Termination by Member** -- If Member terminates this Agreement by written notice in accordance with the Member's termination right under Section XIV A.2., Provider will refund to Member an amount equal to 90 percent of the Membership Fee paid for the

Belfry Refund Plan.

7. **Termination by Provider** -- If Provider terminates this Agreement in accordance with its termination right under Section XIV B.1., Provider will refund to Member an amount equal to 90 percent of the Membership Fee paid for the Belfry Refund Plan.
8. **Termination by Death** -- Upon death, Provider will refund to Member's estate or, alternatively, to another individual or named trust an amount equal to 90 percent of the Membership Fee paid for the Belfry Refund Plan.

XII. FINANCIAL ASSISTANCE POLICY

A. GRANTING OF FINANCIAL ASSISTANCE

Provider may grant financial assistance in the form of a credit against the Membership Fee or the Monthly Fee, or both, under policies established by Provider. Any Member whose income becomes inadequate to pay monthly fees and personal expenses is eligible to seek financial assistance.

B. AMOUNT OF FINANCIAL ASSISTANCE

The amount of financial assistance granted is based, among other considerations, on the representations made by Member at the time of application as to financial position and assets. Provider may, at any time and in its sole discretion, begin, increase, decrease, or terminate financial assistance because of changes in the operating costs of Provider or changes in Member's assets or monthly income. Provider reserves the right to request, and Member is obligated to provide, from time to time, current financial statements without regard to whether financial assistance has been applied for or is then being provided. Failure to disclose material assets on application forms or in financial statements provided to Provider shall constitute good cause for termination of this Agreement in accordance with the provisions of Section 4923(A)6(v) and (vi) of the Act.

C. CLAIM AGAINST ESTATE

In the event Member has received financial assistance from Provider or affiliated entity, by your signature to this Agreement, Member directs his/her personal representative, upon Member's death, to pay to Provider or affiliated entity as a first lien against the assets of Member's estate, the aggregate amount of financial assistance you have received. Member will not make any gift of real or personal property in contemplation of or subsequent to the execution of this Agreement, which would diminish Member's estate or Provider's claim. This provision shall apply irrespective of whether members are an occupant of one of the Provider Facilities at the time of death. Provider may deduct the full amount of financial assistance from any refund that

may become due to Member's or his/her estate.

D. DUTIES OF RECIPIENT OF FINANCIAL ASSISTANCE

As a recipient of financial assistance, member shall:

1. Apply for and diligently seek the benefit of any public assistance program for which Member might qualify, including, but not limited to, Medicaid, Social Security, Supplemental Security Income, Aid to the Blind, and Veteran's Pensions. Any such benefits received by Member may be taken into account in adjusting the amount of financial assistance.
2. Report promptly to Provider receipt of any property or any material increase or decrease in the value of Member's income or assets, whether as the result of gift, inheritance, change in public assistance benefits, or otherwise.
3. Refrain from transferring any material assets for less than fair market value, whether by gift, sale, or otherwise. Member hereby represents that he/she has not transferred any material assets for less than fair market value in contemplation of Membership in the Goodwin House at Home program.
4. Execute any instrument, including notes, assignments, security agreements, and deeds of trust, that Provider deems necessary or desirable to evidence or secure its claim for repayment of any financial assistance.
5. Provide updated financial information during the period Member is receiving financial assistance, upon the request of Provider.

Any violation of these provisions shall constitute good cause for termination of this Agreement in accordance with the provisions of Virginia Code §38.2-4923(A)(6)(v) and (vi).

XIII. RIGHTS AND OBLIGATIONS OF MEMBER

A. RIGHT OF ENTRY

Member recognizes and accepts the responsibility of the Provider to enter Member's living accommodation to carry out the purposes and intent of this Agreement. The purposes for which such entry may be made include, but are not limited to:

1. Entry by authorized personnel if Member is reported missing or has not responded to calls;

2. Performance of other scheduled, in-home Services and meetings with Provider Member Services Facilitators; and
3. Response to the Emergency Response System.

Provider recognizes Member's right to privacy and its responsibility to limit entry to the living accommodation to legitimate emergencies and scheduled work as set forth in this Agreement.

B. 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.

C. 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.

D. 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.

XIV. TERMINATION OF AGREEMENT

A. TERMINATION BY MEMBER

1. **Right of Rescission and Seven-Day Rescission Period** – Member may terminate this Agreement for any reason, 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 be limited to 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;
 - 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

This Agreement shall automatically terminate upon the death of the Member. Refunds will be provided as described in Section XI. F. of this agreement.

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.

XV. ARRANGEMENTS FOR GUARDIANSHIP AND FOR ESTATE

A. LEGAL GUARDIAN

If Member becomes incapacitated or unable to properly care for himself/herself or his/her property, and no representative has been lawfully designated to act on Member's behalf or no lawfully designated representative is available or willing and able to act on Member's behalf, then Provider may institute legal proceedings to adjudicate you incapacitated and have a guardian appointed for Member or Member's estate or both. You authorize Provider to nominate a legal guardian to serve subject to court approval, and you release Provider from any liability related to the nomination. All costs of such legal proceedings, including attorneys' fees, shall be paid by Member or the legally appointed guardian of Member's estate.

B. 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.

C. ADVANCE 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 Skilled Nursing Facility, 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.

XVI. MISCELLANEOUS

A. MEMBER RECORDS

Member consent is 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 payors 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.

B. 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, distributees, executors, administrators, attorneys-in-fact, committees, and successors.

C. ENTIRE AGREEMENT

This Agreement also includes: the Application for Membership, the Disclosure Statement, the Confidential Financial Statement, the Member's Medical Records, Assignment of Refund, and the Pre-admission Functional Review with any addenda. 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. Member has been given and acknowledges receipt of the Disclosure Statement.

D. 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.

E. GOVERNING LAW

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

F. 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 modify unilaterally its rules, regulations, policies and procedures.

G. 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.

H. NOTICE

Notice, when required by the terms of this Agreement, shall be deemed to have been properly given, if and when delivered personally or sent by certified mail, return receipt requested, or by nationally recognized overnight delivery service, addressed as follows:

To Provider:

**Goodwin House at Home
Attn: Executive Director
4800 Fillmore Avenue
Alexandria, VA 22311**

To Member (at the time this Agreement is signed):

I. CONSENT TO ASSIGNMENT

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

J. 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 Alexandria, Virginia.

IN WITNESS WHEREOF, Goodwin House Incorporated, 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.

GOODWIN HOUSE INCORPORATED

By:

Authorized Representative

Date

Member

Date

Witness

Date

Goodwin House at Home
List of Service Providers for In-home Services

In-Home Function and Safety Assessment

The Member Services Facilitator coordinates an in-home screening of member's home during the first year of to determine whether the member will be able to live at home as the member's needs change, and to identify issues that may be able to be fixed to accommodate living at home. There is no cost to the member for the assessment.

Home Care Services

GHI contracts with home care providers to offer in-home services that includes, but is not limited to light housekeeping, laundry, meal preparation, transportation, grocery shopping & errands, companionship, medication reminders, assistance with bathing, dressing, toileting, incontinence, transferring and lifting. GHI will continually assess the quality and service provided by Home Care agencies to ensure high quality standards of service.

Under special circumstances, the member may request an in-home service provider not on the list below; however, the Member Services Facilitator will vet that provider to ensure quality prior to allowing that provider to provide services. Member may be responsible for paying for such service and submitting appropriate documentation for reimbursement based on plan and subject to applicable co-payments, deductibles, and limitations. The contracted home care providers to be offered to members include:

Care Advantage, Inc.
5568 General Washington Drive, Suite A211
Alexandria, VA 22312

Old Dominion Home Care
10340 Democracy Lane, Suite 200
Fairfax, VA 22030

Lifematters
7531 Leesburg Pike, Suite 101
Falls Church, VA 22043

Synergy HomeCare
2111 Wilson Boulevard
Arlington, VA 22201

The Medical Team
1902 Campus Commons Dr., #650
Reston, VA 20191

Nutritional Support

GHI will coordinate nutritious meals for any member who requires this service. Meal preparation is included in the services provided by the contracted home care providers listed above. The cost of the meals is included in the maximum daily reimbursement amount if this service is required.

The Member Services Facilitator can assist with arranging a meal service for members requesting such service for convenience. The cost of the meals and any delivery charge will be the responsibility of the Member.

Adult Day Care

Adult Day providers will be selected based on the Member's location, and care needs. Goodwin Houses Member Services Facilitator will work with the member to find an appropriate setting for the individual. Goodwin House Incorporated will reimburse the member for the daily rate of care, up to the maximum daily rate in effect at the time of service.

Adult Day Care Providers include but are not limited to:

Insight Memory Care Center
Serves all of Northern VA
3953 Pender Drive
Fairfax, VA 22030

The following locations serve Fairfax County including the cities of Fairfax and Falls Church:

Annandale Center
7200 Columbia Pike
Annandale, VA 22003

Lewinsville Center
1611 Great Falls St.
McLean, VA 22101

Lincolnia Center
4710 N. Chambliss St.
Alexandria, VA 22312

Mt. Vernon Center
8350 Richmond Highway, Suite 137
Alexandria, VA 22309

Herndon Harbor Adult Day Health Care
875 Grace St.
Herndon, VA 20170

Transportation

Transportation will be provided through one of the contracted home care agencies or a local company providing transportation such as:

Buckely's for Seniors
2104 Salt Kettle Way
Reston, VA 20191

Chariot's for Hire
21915 Shaw Road
Sterling, VA 20164

Transportation is also offer through Uber and Lyft with approval from the Member.

Emergency Response System

Goodwin House at Home contracts with Virginia Hospital Center to provide an Emergency Response System in the home as requested by the Member. The cost of the basic service is covered by GHAH. Additional monitoring services are available at an additional charge to Members.

Virginia Hospital Center
1701 N. George Mason Drive
Arlington, VA 22205

Chronic Disease Management

The GHAH Member Services Facilitator provide educational information about member's chronic diseases, as needed and requested. GHAH offers periodic educational programs about various chronic diseases and alerts members about classes provided in the area for members to attend.

Facility-Based Services

Goodwin House at Home members have priority access to assisted living, memory support and nursing care at the Goodwin House Life Plan Communities, if chosen by the member, and space is available. If there is availability at the time a member requires assisted living, memory support or a nursing care services, the Member Services Facilitator will let the member know. If a Goodwin House Life Plan Community is not the member's choice, or there is no space for a GHAH member, the Member Services Facilitator will assist members to find another suitable facility based on the members' preferences, and care needs.

Goodwin House will provide a list of options for assisted living, memory support or nursing care from which members can choose for these services. Members will have the right to choose where they wish to receive care on a short-term or long-term basis, particularly if there is no space available at one of the two Goodwin House communities.

Information and Referrals

GHAH has developed a list of vetted referral services including home maintenance and professional services. Upon request, the Member Services Facilitators can provide referral information to members. There will not be a cost for this referral service to GHAH Members; however, members are responsible for the cost of the service.

Health and Wellness Services

GHI encourages members to stay active and healthy. GHI will work with Members to provide access to Wellness and Fitness programs based on their input. GHAH has partnered with other local non-profit organizations, such as Villages and Shepherd Centers, to offer members access to social and wellness programs and other volunteer-based services. GHAH will pay a portion of any applicable Village membership fee.

GHAH communicates with Members about opportunities to participate in programs offered to residents of the Goodwin House Communities or programs offered at other community locations, such as sports clubs, senior centers and community colleges.

We encourage members to consider all aspects of their lives. Through an assessment process that covers health, nutrition, physical and mental fitness, social connections, community activity, spirituality, and lifelong learning, a plan can be developed to guide, inspire and challenge members to create and participate in a full, vibrant lifestyle towards living life to the fullest. The Member Services Facilitators assist to identify programs based on the member interests and needs.

GOODWIN HOUSE AT HOME

RELEASE OF LIABILITY ADDENDUM TO MEMBER AGREEMENT

THIS ADDENDUM, effective this ____ day of _____, 20____, amends the Member Agreement (called "Agreement"), and any other addenda or amendments to the Agreement entered into by and between Goodwin House Incorporated, a Virginia non-profit corporation, (called "GHI"), and _____ (called "Member").

RECITALS:

GHI operates a community-based continuing care program known as Goodwin House at Home (called "GHAH") which has its offices located at 4800 Fillmore Avenue, Alexandria, Virginia;

Member entered into the Agreement with GHI dated _____;

GHI is of the opinion that the Member requires assistance with Activities of Daily Living, assistive mobility devices, or home adaptations in order to remain in his/her home.

Despite GHI's opinion that Member requires _____, the Member desires to continue to reside in his/her home without help or making the required changes necessary to ensure safety in the home, and is agreeing to assume the risk of injury to himself/herself as a result of refusing to accept GHI's recommendations.

In consideration of the mutual promises contained in this Addendum and intending to be legally bound, GHI and Member agree as follows:

1. GHI shall respect the wishes of the member to continue to reside in their home provided that Member and/or Member's Designated Representative demonstrate that Member does not pose a danger to himself or others.
2. Member agrees to financially cover the costs for any injury or accidents that occur as a result of failing to comply with the recommendation by GHAH staff which is listed above.
3. Member must adequately demonstrate to GHI the financial ability to pay for such costs and charges related to an injury that may require private duty nursing, home care or companion services as a result of non-conformance with recommendation. The utilization of private duty personnel shall not impair Member's ability to fulfill his/her financial obligations to GHI. GHI may from time to time request from Member financial

statements and copies of tax returns to verify Member's financial ability to meet his/her⁷⁶ obligations. Member shall comply with such requests made by GHI.

4. Member shall pay directly to private duty personnel all costs and charges related to the provision of private duty nursing, home care or companion services related to those injuries.

5. Member authorizes the private duty personnel, spouse or family member, and any successor caregiver for the provision of private duty nursing, home care or companion services, to provide reports to GHI whenever requested by GHI for the purpose of confirming whether Member's health and personal care needs are being met by the private duty personnel, spouse or family member. Member also authorizes and directs the private duty personnel, spouse or family member, and any successive caregiver, to notify GHI in the event the services of the private duty personnel, spouse or family member are terminated by the Member or the private duty personnel, spouse or family member. Member's authorization for the release of such information is hereby made irrevocable. Member authorizes GHI to disclose this Addendum to the private duty personnel, spouse or family member to substantiate such authorization. In the event a [capable] spouse or family member serves as Member's caregiver and subsequently becomes [physically or cognitively] incapable of serving in such capacity, then Member shall retain an alternative family caregiver approved by GHI or private duty personnel to meet his/her care needs in the Member's home.

6. If GHI, in its sole discretion, determines that Member is unable to reside safely in the Member's home despite such accommodations, or if Member fails to comply with paragraphs one through five of this Addendum, then GHI reserves the right to recommend transfer of the Member from the Member's home to an Assisted Living Facility or Skilled Nursing Facility if it determines that such a move should be made because of the inability of Member to reside safely in the Member's home, or for the health and safety of the Member, or to otherwise meet the requirements of law.

7. Member is willing to accept all responsibility for any damages or harm which may result from any injury, including permanent disability and death, arising from his/her own actions, inaction, or negligence, because of Member's decision not to transfer to a higher level of living, but rather to reside in the Member's home while utilizing private duty personnel, a spouse or family member for the provision of private duty nursing, home care or companion services.

8. Member hereby releases, waives, and discharges GHI, its officers, administrators, directors, employees, agents, affiliates, successors, predecessors and its respective employees and representatives (the "Released Parties") of and from any and all claims, actions, causes of action, complaints, demands, suits, debts, torts, losses, costs, expenses, fees, interest, rights, liabilities, damages, and injuries, whether direct, indirect or consequential, related to any personal injury or harm to Member, including permanent disability or death, which is related to or arises from or is attributable to Member continuing to reside in the Member's home after receiving GHI's written notice pursuant to Paragraph 6 recommending the Member's transfer from the Member's

home to an Assisted Living Facility or Skilled Nursing Facility. Member further covenants and agrees that he/she will not sue any Released Party or otherwise assert any claim against any Released Party related to, arising from or attributable to the Member's decision not to transfer to an Assisted Living Facility or Skilled Nursing Facility.

9. This Addendum shall bind and serve to benefit the successors and assigns of GHI, and the heirs, executors, administrators and assigns of Member.

10. All of the other terms and conditions of the Agreement, to the extent not inconsistent with this Addendum, shall remain in full force and effect, and shall govern the terms and conditions of the relationship between GHI and Member. This Addendum is incorporated into and shall become part of the Agreement effective the date of this Addendum.

IN WITNESS WHEREOF, GHI has caused this Addendum to be signed by its authorized representative, and Member has placed his/her signature to this Addendum, the day and year first above written.

Member	Date

Member	Date

GOODWIN HOUSE INCORPORATED

By: Authorized Representative	Date

Tab 3

Application Forms

Pre-Admission Functional Review Form

Insurance Requirements

Applicant Information

Please provide the following information, which will be kept confidential and is required for anyone applying to become a resident of a Goodwin House community and/or a member of Goodwin House at Home. In addition to this form, please submit the Confidential Financial Statement included in your application packet. There is a non-refundable application fee of \$300 per person. For applications to Goodwin House Alexandria and Goodwin House Bailey's Crossroads, please also include an additional deposit of \$1,000 to join our list of prospective residents called the Priority Club. If at any time you wish to be removed from our list, please submit a request in writing, and we will refund your \$1,000 deposit.

Residency at a Goodwin House community and/or membership of Goodwin House at Home will be conditioned upon a satisfactory medical report and in-person assessment. You can be a member of Goodwin House at Home while remaining on the Priority Club list.

Please check all the Goodwin House options to which you are applying:

Alexandria Bailey's Crossroads at Home

Personal Information: First Person

Name (Last / First / Middle)

Telephone Number

Email Address

Address (Street / City / State / ZIP Code)

Duration at Present Address

Present Living Arrangement (Rent, Own, etc.)

Birthplace

Birthdate (MM / DD / YYYY)

Marital Status

Family Information: First Person

Below, please list close relatives or friends. Next to each individual, check the box on the right if you consent to allow Goodwin House to share information about your application with them.

Name & Relationship

Address

Telephone Number

Consent

Medical & Insurance Information: First Person

Please provide us with some additional information about your medical care and recent history.

Do you have Medicare Part A or equivalent insurance? Yes No

Do you have Medicare Part B or equivalent insurance? Yes No

Primary Physician:

Specialty Physician*:

Name

Name

Street Address

Street Address

City / State / ZIP Code

City / State / ZIP Code

Phone Number

Phone Number

*If you have more than one specialty physician, please attach a separate list of physicians you see regularly.

Please list any medications that you use regularly.

Please list any recent hospitalizations, including the dates and reason.

Please list any serious illnesses you've had within the past five years.

Personal Information: Second Person

Name (Last / First / Middle)

Telephone Number

Email Address

Address (Street / City / State / ZIP Code)

Duration at Present Address

Present Living Arrangement (Rent, Own, etc.)

Birthplace

Birthdate (MM / DD / YYYY)

Marital Status

Family Information: Second Person

Below, please list close relatives or friends. Next to each individual, check the box on the right if you consent to allow Goodwin House to share information about your application with them.

Name & Relationship	Address	Telephone Number	Consent
_____	_____	_____	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>

Medical & Insurance Information: Second Person

Please provide us with some additional information about your medical care and recent history.

Do you have Medicare Part A or equivalent insurance? Yes No

Do you have Medicare Part B or equivalent insurance? Yes No

Primary Physician:

Specialty Physician*:

Name

Name

Street Address

Street Address

City / State / ZIP Code

City / State / ZIP Code

Phone Number

Phone Number

*If you have more than one specialty physician, please attach a separate list of physicians you see regularly.

Please list any medications that you use regularly.

Please list any recent hospitalizations, including the dates and reason.

Please list any serious illnesses you've had within the past five years.

Emergency Contacts

Whom should we notify in case of an emergency?

Name of First Emergency Contact _____

Street Address _____

City _____ State _____ Country _____ ZIP Code _____

Phone Number _____

Name of Second Emergency Contact _____

Street Address _____

City _____ State _____ Country _____ ZIP Code _____

Phone Number _____

More Details

If you are applying to move to Goodwin House, what is your desired timeframe? _____

Are you aware that Goodwin House is a smoke restricted community? Yes No

Do you smoke cigarettes, pipes or cigars currently? Yes No

If you are applying for residency at Goodwin House, what are your apartment preferences? (If you do not have specific apartment names, please specify apartment size. i.e. one bedroom, one bedroom den, etc.)

As members of the Priority Club and/or Goodwin House at Home, you will receive name badges. How would you like your name to appear on your badge?

First Person

Second Person

Please mail completed application to preferred location:

Goodwin House Alexandria

4800 Fillmore Avenue
Alexandria, VA 22311
703-824-1233

Goodwin House Bailey's Crossroads

3440 S. Jefferson Street
Falls Church, VA 22041
703-578-7125

Goodwin House at Home

4800 Fillmore Avenue
Alexandria, VA 22311
703-575-5202

Visit us at www.goodwinhouse.org



Confidential Financial Statement

GOODWIN HOUSE

As part of your application to Goodwin House, please provide us with the information requested below. To provide details that do not fit on this form, please submit additional documents separately.

1. Personal Information

 First Person

 Birthdate

 Second Person (if applicable)

 Birthdate

2. Assets

Please list your assets in the table below, indicating whether each asset is owned separately or jointly.

	First Person	Second Person	Joint
<i>Type of Asset</i>	<i>Amount</i>	<i>Amount</i>	<i>Amount</i>
Real Estate #1—current market value			
Real Estate #2—current market value			
Cash: Checking, savings, certificates of deposit, etc.			
Stocks: Current market value of stocks not included in accounts listed elsewhere.			
Bonds: Current market value of bonds not included in accounts listed elsewhere.			
IRA (including Roth IRAs)			
401(k) (including 403(b)s)			
Trust funds where the principal and/or income are available for your use			
Annuities: List total here and also include monthly income in section 3, below			
Other asset #1:			
Other asset #2:			
Other asset #3:			

3. Monthly Income

Please list your **gross** monthly income in the table below. Indicate whether or not each source of income is inflation adjusted by writing "Yes" or "No" in the column provided. It is also important to list survivor benefits where applicable. Survivor benefits are paid to a designated beneficiary upon the death of the original owner/recipient. Survivor benefits often are defined as a percentage of the original benefit. Please include those percentages below.

<i>Type of Income</i>	First Person			Second Person		
	<i>Amount</i>	<i>Survivor Benefit %</i>	<i>Inflation Adjusted?</i>	<i>Amount</i>	<i>Survivor Benefit %</i>	<i>Inflation Adjusted?</i>
Pension						
Social Security						
IRA Income						
401(k) Income						
Annuity #1						
Annuity #2						
Annuity #3						
Alimony						
Other #1						
Other #2						
Other #3						

If you are not yet taking income from an IRA, 401(k) or 403(b), in what year will you start?

First Person _____ Second Person _____

Projected income from IRA, 401(k), or 403(b) when you begin taking it?

First Person _____ Second Person _____

4. Please provide us with additional information about your annuities and other income:

How many years of payments remain on **each annuity**?

What is the source of **other income**?

Annuity #1	
Annuity #2	
Annuity #3	

Other #1	
Other #2	
Other #3	

5. Monthly Expenses

If you are applying to one of the Goodwin House Communities, please provide an estimate of your personal expenses. **Please do not include** utilities, property taxes, rent or mortgage, unless you plan to keep a home after you move to Goodwin House.

\$ _____ monthly

If you are applying to Goodwin House at Home, please provide an estimate of your total personal expenses **including** rent or mortgage, utilities, and property taxes.

\$ _____ monthly

6. Liabilities

Please tell us about your liabilities, such as mortgages, loans, credit cards and any other debt you currently carry. It is helpful for us to understand who is liable for these debts, so please list separate liabilities accordingly, or list them under "Joint" if you share them.

Description of Liability	First Person	Second Person	Joint

7. Is there someone other than First Person or Second Person who has shared ownership of your assets?

Yes No If yes, please list the name of the joint owner, the asset name and value.

Name of Shared Owner	Relationship To You	Type of Shared Ownership
Asset Name _____		Value _____

8. If someone other than you administers all or part of your financial affairs, please provide the following information:

Name of Administrator	Relationship to You
Address (Street/City/State/ZIP Code)	

9. If someone other than First Person or Second Person holds a financial power of attorney for you, please provide the following information:

Name of the Individual	Relationship to You	Phone Number

10. Long-Term Care Insurance

If you have long-term care insurance, please complete the table below, using your most recent premium and coverage information. Also, please include a copy of your policy with your application.

Information Requested	First Person	Second Person
What is the benefit period?		
What is the elimination period?		
Is there a lifetime maximum? If so, what is the amount?		
What is the assisted living daily reimbursement rate?		
What is the nursing care daily reimbursement rate?		
What is the home & community based daily reimbursement rate?		
Is the plan inflation adjusted? If so, what is the inflation rate?		
What is the annual premium?		
Does the annual premium increase each year? If so, how much?		

11. Please include with this Confidential Financial Statement the following documents:

- The last three years of tax filings (If you itemize, please include Schedules A-E.)
- Other relevant info (e.g. LTC insurance policy, personal worksheets, etc.)

12. Certification

By signing below, I certify that the information included herein is true and complete to the best of my knowledge. I understand that any information intentionally or unintentionally misstated may result in the termination of my resident agreement with Goodwin House Incorporated.

Signature

Date

Signature

Date

Please mail completed application to preferred location:

Goodwin House Alexandria

4800 Fillmore Avenue
Alexandria, VA 22311
703-824-1233

Goodwin House Bailey's Crossroads

3440 S. Jefferson Street
Falls Church, VA 22041
703-578-7125

Goodwin House at Home

4800 Fillmore Avenue
Alexandria, VA 22311
703-575-5202

Visit us at www.goodwinhouse.org



Katz Index of Independence in Activities of Daily Living⁸⁷ (ADL)

By: Donna McCabe, DNP, APRN-BC, GNP
New York University Rory Meyers College of Nursing

(SOURCE: 'Try This: Best Practices in Nursing Care to Older Adults', From the Hartford Institute for Geriatric Nursing, New York University Rory Meyers College of Nursing, Issue Number 2, Revised 2019, Greenberg, S.A. & Coyne, R.)

WHY: Age-related changes and health problems frequently show themselves as declines in the functional status of older adults. Decline may place the older adult on a spiral of iatrogenesis leading to further health problems. One of the best ways to evaluate the health status of older adults is through functional assessment, which provides objective data that may indicate future decline or improvement in health status, allowing the nurse to plan and intervene appropriately.

BEST TOOL: The Katz Index of Independence in Activities of Daily Living, commonly referred to as the Katz ADL, is the most appropriate instrument to assess functional status as a measurement of the client's ability to perform activities of daily living independently. Clinicians typically use the tool to assess function and detect problems in performing activities of daily living and to plan care accordingly. The Index ranks adequacy of performance in the six functions of *bathing, dressing, toileting, transferring, continence, and feeding*. Clients are scored yes/no for independence in each of the six functions. A score of 6 indicates full function, 4 indicates moderate impairment, and 2 or less indicates severe functional impairment.

TARGET POPULATION: The instrument is used effectively among older adults in the community and all care settings. The tool is most useful when baseline measurements are taken when the client is well and compared to periodic or subsequent measures.

VALIDITY AND RELIABILITY: The Katz tool was originally developed in the late 1950s, it has been modified and simplified and different approaches to scoring have been used. However, it has consistently demonstrated its utility in evaluating functional status in the elderly population. Although no formal reliability and validity reports could be found in the literature, the tool is used extensively as a flag signaling functional capabilities of older adults in clinical and home environments.

STRENGTHS AND LIMITATIONS: The Katz ADL Index assesses basic activities of daily living. It does not assess more advanced activities of daily living. Katz developed another scale for instrumental activities of daily living such as heavy housework, shopping, managing finances and telephoning. Although the Katz ADL Index is sensitive to changes in declining health status, it is limited in its ability to measure small increments of change seen in the rehabilitation of older adults. A full comprehensive geriatric assessment should follow when appropriate. The Katz ADL Index is very useful in creating a common language about patient function for all practitioners involved in overall care planning and discharge planning.

MORE ON THE TOPIC:

Best practice information on care of older adults: <https://consultgeri.org>.

Graf, C. (2006). Functional decline in hospitalized older adults. *AJN*, 106(1), 58-67.

Greenberg, S.A., & McCabe, D. (2018) Functional assessment of older adults. In T. Fulmer, & B. Chernof (Eds.).

Handbook of geriatric assessment (5th ed., pp. 231-239). MA: Jones & Bartlett Learning.

Hartigan, I. (2007). A comparative review of the Katz ADL and the Barthel Index in assessing the activities of daily living of older people. *International Journal of Older People Nursing*, 2(3), 204-212.

1. Katz, S. (1983). Assessing self-maintenance: Activities of daily living, mobility and instrumental activities of daily living. *JAGS*, 31(12), 721-726.

Katz, S., Down, T.D., Cash, H.R., & Grotz, R.C. (1970) Progress in the development of the index of ADL. *The Gerontologist*, 10(1), 20-30.

Katz, S., Ford, A.B., Moskowitz, R.W., Jackson, B.A., & Jaffe, M.W. (1963). Studies of illness in the aged: The Index of ADL: A standardized measure of biological and psychosocial function. *JAMA*, 185(12), 914-919.

Kreševic, D.M. (2016). Assessment of physical function. In M. Boltz, E. Capezuti, T.T. Fulmer, & D. Zwicker (Eds.), A. O'Meara (Managing Ed.), *Evidence-based geriatric nursing protocols for best practice* (6th ed., pp 89-103). NY: Springer, A Publishing Company, LLC.

Katz Index of Independence in Activities of Daily Living		
ACTIVITIES POINTS (1 OR 0)	INDEPENDENCE: (1 POINT)	DEPENDENCE: (0 POINTS)
	NO supervision, direction or personal assistance	WITH supervision, direction, personal assistance or total care
BATHING POINTS: _____	(1 POINT) Bathes self completely or needs help in bathing only a single part of the body such as the back, genital area or disabled extremity.	(0 POINTS) Needs help with bathing more than one part of the body, getting in or out of the tub or shower. Requires total bathing.
DRESSING POINTS: _____	(1 POINT) Gets clothes from closets and drawers and puts on clothes and outer garments complete with fasteners. May have help tying shoes.	(0 POINTS) Needs help with dressing self or needs to be completely dressed.
TOILETING POINTS: _____	(1 POINT) Goes to toilet, gets on and off, arranges clothes, cleans genital area without help.	(0 POINTS) Needs help transferring to the toilet, cleaning self or uses bedpan or commode.
TRANSFERRING POINTS: _____	(1 POINT) Moves in and out of bed or chair unassisted. Mechanical transferring aides are acceptable.	(0 POINTS) Needs help in moving from bed to chair or requires a complete transfer.
CONTINENCE POINTS: _____	(1 POINT) Exercises complete self-control over urination and defecation.	(0 POINTS) Is partially or totally incontinent of bowel or bladder.
FEEDING POINTS: _____	(1 POINT) Gets food from plate into mouth without help. Preparation of food may be done by another person.	(0 POINTS) Needs partial or total help with feeding or requires parenteral feeding.
TOTAL POINTS: _____		
SCORING: 6 = High (patient independent) 0 = Low (patient very dependent)		

Applicant/Member Name _____

Member Services Facilitator _____ Date _____

Goodwin House Incorporated Insurance Requirements

The following represents the basic insurance benefits required by Provider. If a Member's insurance does not meet the requirements, an addendum to the Agreement must be signed. Most of these requirements can be met by various insurance plans, such as Medicare and a Supplemental Plan, an HMO or Medicare Advantage Plan which contract with Goodwin House Incorporated facilities or a major medical plan.

Medicare Parts A and B and Supplemental Insurance:

Hospitalization: Semi-private room and board, general nursing and miscellaneous services and supplies for 365 days each year paid for at a minimum of 100% of the current Medicare fee schedule.

Medical Expenses: All outpatient or hospital services such as physician's services, inpatient and outpatient medical and surgical services and supplies, physical and speech therapy, diagnostic tests, durable medical equipment, paid for at minimum of 100% of the current Medicare fee schedule.

Skilled Nursing Facility Care: Up to one hundred days of skilled nursing care paid for at a minimum of 100% of the current Medicare fee schedule.

Homeowners or Renters Insurance: Policy covering protection liability, contents, and physical damage to the property.

Tab 4

**Consolidated Financial Statements and
Independent Auditors' Report of
Goodwin House Incorporated and Affiliates
for the Years Ended September 30, 2020 and 2019**

GOODWIN HOUSE INCORPORATED AND AFFILIATES
CONSOLIDATED FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION
YEARS ENDED SEPTEMBER 30, 2020 AND 2019



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**GOODWIN HOUSE INCORPORATED AND AFFILIATES
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INDEPENDENT AUDITORS' REPORT

Board of Trustees
Goodwin House Incorporated and Affiliates
Alexandria, Virginia

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Goodwin House Incorporated and Affiliates, which comprise the consolidated statements of financial position as of September 30, 2020 and 2019, and the related consolidated statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the 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 an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated 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
Goodwin House Incorporated and Affiliates

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Goodwin House Incorporated and Affiliates as of September 30, 2020 and 2019, and the results of their operations, changes in their net assets, and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis-of-Matters Regarding a Change in Accounting Principle

As discussed in Note 1 to the consolidated financial statements, of Goodwin House Incorporated and Affiliates Goodwin House adopted a provision of Financial Accounting Standards Board Accounting Standards Updates 2016-01, *Financial Instruments*. The new accounting standard, among other things, requires investments in equity securities to be measured at fair value with unrealized holding gains and losses included within the performance indicator. Our opinion is not modified with respect to that matter.

Report on Supplementary Information

Other Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information shown on pages 32 to 47 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 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 audits 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

Plymouth Meeting, Pennsylvania
December 21, 2020

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
SEPTEMBER 30, 2020 AND 2019**

ASSETS	<u>2020</u>	<u>2019</u>
CURRENT ASSETS		
Cash and Cash Equivalents	\$ 12,449,351	\$ 11,953,245
Current Portion of Assets Limited as to Use	3,226,387	3,262,080
Resident Accounts Receivable, Net of Allowance for Doubtful Accounts of \$589,000 and \$424,000 in 2020 and 2019, Respectively	4,444,278	3,587,037
Other Receivables	1,331,812	852,308
Investments, Current Portion	131,746,700	120,201,714
Prepaid Expenses, Inventory, and Other Assets	<u>1,626,418</u>	<u>930,196</u>
Total Current Assets	154,824,946	140,786,580
 ASSETS LIMITED AS TO USE		
Externally Restricted Under Bond Indenture Agreements (Held by Trustee)	15,449,402	15,130,737
Other	75,000	-
Less: Amounts Available for Current Liabilities	<u>(3,226,387)</u>	<u>(3,262,080)</u>
Assets Limited as to Use, Net of Current Portion	12,298,015	11,868,657
 INVESTMENTS		
	48,235,592	46,500,270
 PROPERTY AND EQUIPMENT, NET		
	<u>208,522,389</u>	<u>217,273,260</u>
Total Assets	<u><u>\$ 423,880,942</u></u>	<u><u>\$ 416,428,767</u></u>

See accompanying Notes to Consolidated Financial Statements.

GOODWIN HOUSE INCORPORATED AND AFFILIATES
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION (CONTINUED)
SEPTEMBER 30, 2020 AND 2019

LIABILITIES AND NET ASSETS	<u>2020</u>	<u>2019</u>
CURRENT LIABILITIES		
Current Portion of Long-Term Debt	\$ 4,751,109	\$ 4,645,605
Accounts Payable	2,437,294	4,336,016
Health Care Center Deposits	523,687	439,636
Accrued Interest Payable	3,226,387	3,262,080
Other Accrued Expenses	7,314,608	6,326,151
Total Current Liabilities	<u>18,253,085</u>	<u>19,009,488</u>
LONG-TERM DEBT, Net of Current Portion	181,046,010	186,232,305
ENTRANCE FEES AND DEPOSITS		
Entrance Fee Deposits	1,201,444	1,268,634
Refundable Entrance Fees	16,165,575	17,247,974
Deferred Revenue from Entrance Fees	135,632,551	131,994,917
Total Entrance Fees and Deposits	<u>152,999,570</u>	<u>150,511,525</u>
ANNUITIES PAYABLE	812,417	910,858
FAIR VALUE OF INTEREST RATE SWAP	2,173,361	371,062
ASSET RETIREMENT OBLIGATION	<u>210,407</u>	<u>210,407</u>
Total Liabilities	355,494,850	357,245,645
NET ASSETS		
Without Donor Restrictions	64,617,309	55,297,989
With Donor Restrictions	3,768,783	3,885,133
Total Net Assets	<u>68,386,092</u>	<u>59,183,122</u>
Total Liabilities and Net Assets	<u>\$ 423,880,942</u>	<u>\$ 416,428,767</u>

See accompanying Notes to Consolidated Financial Statements.

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
CONSOLIDATED STATEMENTS OF OPERATIONS
YEARS ENDED SEPTEMBER 30, 2020 AND 2019**

	2020	2019
REVENUES, GAINS, AND OTHER SUPPORT		
Monthly Fees	\$ 48,019,238	\$ 45,981,819
Amortization of Deferred Revenue from Entrance Fees	21,013,362	20,251,507
Health Care Services	22,538,521	20,380,086
Contributions	932,655	642,244
Investment Income	7,087,578	5,526,239
Resident and Other Services	1,117,211	1,409,308
CARES Act and Provider Relief Funds	1,113,396	-
Net Assets Released from Restrictions	872,446	253,682
Other	171,322	170,076
Total Revenues, Gains, and Other Support	102,865,729	94,614,961
EXPENSES		
Administrative and General	12,712,543	10,842,077
Marketing	2,220,450	1,622,103
Resident and Social Services	4,657,458	4,433,477
Environmental Services and Plant Operations	10,401,756	10,015,044
Dietary	13,550,924	11,612,840
Health and Wellness	30,595,845	26,798,176
Resident Assistance, Net	534,421	693,999
Other Program Services	1,090,425	627,934
Fundraising - General	210,205	99,388
Depreciation	16,642,318	16,323,505
Amortization	-	167,513
Interest	7,011,040	7,238,749
Total Expenses	99,627,385	90,474,805
OPERATING INCOME	3,238,344	4,140,156
OTHER INCOME (LOSS)		
Other Nonoperating Gains (Losses)	251,556	(173,053)
Net Unrealized Gain on Securities	7,500,855	1,071,618
Change in Fair Value of Interest Rate Swap Agreement	(1,802,299)	(3,327,248)
Total Other Income (Loss)	5,950,112	(2,428,683)
EXCESS OF REVENUE OVER EXPENSES	9,188,456	1,711,473
OTHER CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS		
Net Unrealized Gains on Debt Obligation Securities	130,864	234,796
INCREASE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	\$ 9,319,320	\$ 1,946,269

See accompanying Notes to Consolidated Financial Statements.

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS
YEARS ENDED SEPTEMBER 30, 2020 AND 2019**

	<u>2020</u>	<u>2019</u>
INCREASE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	\$ 9,319,320	\$ 1,946,269
NET ASSETS WITH DONOR RESTRICTIONS		
Contributions	756,096	751,679
Net Assets Released from Restrictions	<u>(872,446)</u>	<u>(253,682)</u>
Change in Net Assets With Donor Restrictions	<u>(116,350)</u>	<u>497,997</u>
CHANGE IN NET ASSETS	9,202,970	2,444,266
Net Assets - Beginning of Year	<u>59,183,122</u>	<u>56,738,856</u>
NET ASSETS - END OF YEAR	<u>\$ 68,386,092</u>	<u>\$ 59,183,122</u>

See accompanying Notes to Consolidated Financial Statements.

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED SEPTEMBER 30, 2020 AND 2019**

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	\$ 9,202,970	\$ 2,444,266
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities:		
Amortization of Deferred Revenue from Entrance Fees	(21,013,362)	(20,251,507)
Depreciation	16,642,318	16,323,505
Loss on Fair Value of Interest Rate Swap Agreement	1,802,299	3,327,248
Amortization of Deferred Financing Costs	57,936	56,532
Amortization of Bond Discount/Premium, Net	(493,140)	(484,920)
Provision for Bad Debts	133,301	114,529
Proceeds from Entrance Fees, Net of Refunds	22,061,286	21,509,770
Net Unrealized Gain on Investments	(7,631,719)	(1,306,414)
Realized Gain on Sales of Investments	(1,738,354)	(1,574,424)
Change in Equity Value of Investments in Limited Partnerships	(2,106,175)	(435,027)
(Increase) Decrease in Assets:		
Accounts Receivable	(983,789)	(949,066)
Other Receivables and Entrance Fees Receivable	(486,257)	454,694
Prepaid Expenses, Inventory, and Other Assets	(696,222)	444,898
Increase (Decrease) in Liabilities:		
Accounts Payable	(1,898,722)	(1,665,110)
Health Care Center Deposits	84,051	49,401
Accrued Interest	(35,693)	(33,529)
Other Accrued Expenses	988,457	222,360
Annuities Payable	(98,441)	134,879
Net Cash Provided by Operating Activities	13,790,744	18,382,085
CASH FLOWS FROM INVESTING ACTIVITIES		
Net Purchases of Investments	1,050,208	(4,983,507)
Increase in Assets Limited as to Use	(337,346)	(464,483)
Purchases of Property and Equipment	(7,891,447)	(14,713,628)
Net Cash Used by Investing Activities	(7,178,585)	(20,161,618)
CASH FLOWS FROM FINANCING ACTIVITIES		
Entrance Fee Deposits	1,440,121	173,963
Principal Payments on Long-Term Debt	(4,645,587)	(4,540,132)
Net Cash Used by Financing Activities	(3,205,466)	(4,366,169)
NET INCREASE (DECREASE) IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH	3,406,693	(6,145,702)
Cash, Cash Equivalents, and Restricted Cash - Beginning of Year	16,645,002	22,790,704
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH - END OF YEAR	\$ 20,051,695	\$ 16,645,002
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Accounts Payable and Property, Plant, and Equipment	\$ 3,050	\$ 115,141

See accompanying Notes to Consolidated Financial Statements.

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2020 AND 2019**

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Goodwin House Incorporated (GHI or Organization) is a nonprofit, nonstock Virginia Corporation organized in 1955 by resolution of the Protestant Episcopal Church of the Diocese of Virginia.

GHI owns and operates two continuing care retirement communities: Goodwin House Alexandria (GHA) in Alexandria, Virginia; and Goodwin House Bailey's Crossroads (GHBC) in Falls Church, Virginia. GHA opened in 1967 and currently has 267 residential living apartments, 52 assisted living units, 80 nursing care units, and 10 memory support units. GHBC opened in 1987 and currently has 325 residential living apartments, 43 assisted living units, 69 nursing care units, and 16 memory support units.

Goodwin House Foundation (the Foundation) was formed in September 1989 and began operations in 1992 as a nonprofit corporation organized under the laws of the Commonwealth of Virginia to exclusively benefit, support, and foster the operations and functions, and carry out the objectives of GHI, which elects the board of directors of the Foundation.

Goodwin House Community Services (GHCS) was formed in October 2000 as a for-profit corporation organized under the laws of the Commonwealth of Virginia to provide management services to other nonprofit retirement communities.

Goodwin House Development Corporation (GHDC) was originally formed in October 2001 as a for-profit corporation organized under the laws of the Commonwealth of Virginia. In March 2014, GHDC was granted nonprofit status from the IRS, and its purpose is to support and develop the expansion of GHI.

Goodwin House Home and Community Based Services (GHHCBS) was formed on September 18, 2019 as a nonprofit corporation organized under the laws of the Commonwealth of Virginia. As stated in the Articles of Corporation, GHHCBS was formed for the purpose of developing, acquiring, owning, operating and maintaining businesses providing rehabilitative, restorative, advanced illness care, and other health care services to both older adults to others within the service area of Goodwin House Incorporated, in order to promote the health and welfare of persons in need of those services. On January 2, 2020, GHHCBS entered into an agreement with The Temple Foundation, Inc. under which the home health services they owned and operated (known as The Virginian) was conveyed to GHHCBS together with a cash payment to fund the expenses and support the growth of the home health operations.

Goodwin House Specialized Care is an operating unit of GHI whose purpose is to provide services to current residents of GHA and GHBC, and outside of the GHI Community. Its services include palliative care, hospice, and nonmedical daily living assistance.

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2020 AND 2019**

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

Organization (Continued)

Goodwin House at Home (GHAH) is an operating unit of GHI whose purpose is to expand services into the community. The services include coordination of care and services, emergency call systems and, ultimately, coverage of activities of daily living as a member's care needs change.

The consolidated financial statements consist of the accounts of GHI, the Foundation, GHCS, GHDC, and GHHCBS, collectively referred to as the "Corporation." All significant intercompany transactions and balances have been eliminated in consolidation.

Use of Estimates

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

Cash, Cash Equivalents, and Restricted Cash

The Corporation considers all unrestricted and highly liquid investments with maturities of three months or less when purchased to be cash equivalents. Cash and cash equivalents within funds identified as assets limited as to use include assets held by trustees under bond indenture agreements and entrance fee deposits held in escrow, if any, and are considered restricted in nature.

The following table provides a reconciliation of cash, cash equivalents, and restricted cash reported within the consolidated statements of financial position that sum to the total of the same such amounts shown in the consolidated statements of cash flows at September 30.

	<u>2020</u>	<u>2019</u>
Cash and Cash Equivalents	\$ 12,449,351	\$ 11,953,245
Restricted Cash included in Assets Limited As to Use	7,602,344	4,691,757
Total Cash, Cash Equivalents, and Restricted Cash		
Shown in the Consolidated Statement of Cash Flows	<u>\$ 20,051,695</u>	<u>\$ 16,645,002</u>

Allowance for Doubtful Accounts

The Corporation provides an allowance for uncollectible accounts using management's estimate about the collectibility of past due accounts. Residents are not required to provide collateral for services rendered, except for a one-month advance deposit for individuals admitted to the facility without a life care contract. Payment for services is required upon receipt of invoice or claim submitted. Accounts past due more than 30 days are individually analyzed for collectability, and management determines when accounts are reserved based upon historical losses and existing economic conditions.

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2020 AND 2019**

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

Assets Limited as to Use

Assets limited as to use include assets held by trustees under bond indenture agreements and entrance fee deposits held in escrow, if any. Assets limited as to use are carried at fair value. There are no board designated or internally designated assets.

Investments

The Corporation carries investments in marketable equity securities, bonds, and other investments at fair value, as determined by quoted values, in the consolidated statements of financial position. The fair values relating to underlying investments in certain partnerships have been estimated by the partnerships' management and/or the manager of funds held by the partnerships in the absence of readily ascertainable market values. The change in the fair values of the partnerships is reported in the consolidated statements of operations as a component of investment income. Due to the inherent uncertainty of these estimates, these values may differ from the values that would have been used had a ready market for these investments existed and the differences could be material. Cost used in the determination of gains and losses on sales of investments is based on the specific cost of the investment sold. Investment income (including realized gains and losses on investments, interest, and dividends) and unrealized gains (losses) on securities are included to arrive at excess (deficit) of revenue over (under) expenses unless restricted by donor or law. Unrealized gains (losses) on debt obligation securities are excluded from excess (deficit) of revenue over (under) expenses but are included in other changes in net assets without donor restrictions.

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. 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.

Level 3 – Inputs that are unobservable for the asset or liability, which are typically based on an entity's own assumptions, as there is little, if any, related market activity. Fair value for these instruments is estimated using quoted prices of similar assets in active markets, quoted prices for identical or similar assets in nonactive markets, and inputs other than quoted prices that are observable.

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2020 AND 2019**

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

Fair Value Measurement (Continued)

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.

Additionally, from time to time, the Corporation may be required to record at fair value other assets on a nonrecurring basis in accordance with accounting principles generally accepted in the United States of America. These adjustments to fair value usually result from the application of the lower-of-cost-or-market accounting or write down of individual assets. The Corporation has not written down any individual assets as of September 30, 2020 and 2019.

Property and Equipment

The Corporation capitalizes all expenditures for property and equipment costing over \$1,000 and having useful lives greater than two years. Depreciation is provided on a straight-line basis over the estimated useful lives of the assets. The cost of maintenance and repairs is charged against operations as incurred, whereas significant renewals and betterments are capitalized. The general range of estimated lives for the buildings and land improvements is 20 to 40 years and 3 to 10 years for equipment and furnishings.

Derivative Financial Instrument

The Corporation utilizes a derivative financial instrument to reduce its exposure to the market risk from changes in interest rates. The instrument used to mitigate this risk is an interest rate swap. The changes in fair value of this instrument are included in other income.

Deferred Financing Costs and Bond Premium

Financing costs and bond premiums incurred in connection with the issuance of long-term debt are deferred and amortized using the effective-interest method over the term of the related indebtedness. Interest expense attributable to the expensing of deferred financing costs was \$57,936 and \$56,532 for the years ended September 30, 2020 and 2019, respectively.

Deferred Revenue from Entrance Fees

Residents pay up-front fees to the Organization pursuant to entering into a continuing-care contract. These fees, net of the portion that is refundable to residents, are recorded as deferred revenue from entrance fees and are amortized to income using the straight-line method over the estimated remaining life expectancy of the individual residents or couples, adjusted annually.

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2020 AND 2019**

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

Obligation to Provide Future Services

The Organization 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 entrance fees. If the present value of the net cost of future services and the uses of facilities exceeds the deferred revenue from entrance fees, a liability would be recorded with a corresponding charge to income. This calculation did not result in a liability as of September 30, 2020 or 2019.

Charitable Gift Annuities

The Foundation receives assets from donors under gift annuity agreements in exchange for a promise by the Foundation to pay periodic fixed amounts during the annuitants' or specified beneficiaries' lives. Assets received are recognized at fair value, and an annuities payable liability is recognized for the present value of future cash flows expected to be paid to the donors, discounted at 5% during both the years ended September 30, 2020 and 2019. Contribution revenue is recognized for the difference between the amounts received and the liability recorded. Adjustments to the annuity liability are made annually to reflect changes in the discount rate and the remaining life expectancies of the donors.

Excess of Revenue Over Expenses

The consolidated statements of operations include excess of revenue over expenses. Changes in net assets without donor restrictions excluded from excess of revenue over expenses, consistent with industry practice, include unrealized gains and losses on debt obligation securities, permanent transfers of assets to and from affiliates for other than goods and services, and contributions of long-lived assets, including assets acquired from donor restricted contributions to be used for specific purposes of acquiring such assets.

Net Assets

Net Assets, revenues, gains, and other support are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Include net assets available for use in general operations and not subject to donor restrictions. At times, the governing board can designate, from net assets without donor restrictions, net assets for a board-designated endowment or other purposes. At September 30, 2020 and 2019, the governing board has not made this designation.

Net Assets With Donor Restrictions – Include net assets subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource has been fulfilled, or both. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that the resources be maintained in perpetuity.

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2020 AND 2019**

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

Net Assets (Continued)

Net Assets With Donor Restrictions (Continued) – Contributions restricted by donors are reported as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statements of operations and changes in net assets as net assets released from restrictions. See Note 8 for additional disclosure of net assets with donor restrictions comprised of donations which require the passage of time (temporary in nature) and to be held in perpetuity (perpetual in nature).

Net Patient Revenue

The Organization has agreements with third-party payors that may provide for payments at amounts different from its established rates. Net patient and resident service revenue is reported at the estimated net realizable amounts from residents, third-party payors, and others for service rendered.

Resident Services Revenue

Resident services revenue is reported at the amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing resident services and care. Resident services include monthly fees, health care services, and resident and other services on the consolidated statements of operations. These amounts are due from residents, 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 Organization bills the residents monthly for services and third-party payors after the services are performed. Revenue is recognized as performance obligations are satisfied.

Performance obligations are determined based on the nature of the services provided by the Organization. Revenue for performance obligations satisfied over time is recognized based on actual charges incurred. The Organization 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 receiving skilled nursing or other services within the facility or residents receiving services within or outside of the facility. The Organization measures the performance obligation from admission into the facility or commencement of services to the point when the Organization is no longer required to provide services to that resident, which is generally at the time of discharge or termination of the resident contract. Revenue for performance obligations satisfied at a point in time is generally recognized when goods are provided to the residents and customers in a retail setting (e.g., guest meals) and the Organization does not believe it is required to provide additional goods or services related to that sale.

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2020 AND 2019**

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

Resident Services Revenue (Continued)

The Organization 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 Organization's policy and/or implicit price concessions provided to residents. The Organization determines its estimates of contractual adjustments based on contractual agreements, its policies, and historical experience. The Organization determines its estimate of implicit price concessions based on its historical collection experience.

The composition of resident services revenue by primary payor is as follows for the years ended September 30:

	<u>2020</u>	<u>2019</u>
Private Pay	\$ 63,221,995	\$ 60,480,743
Medicare	8,055,680	6,747,245
Commercial Insurance and Medicare Advantage	397,295	543,225
Total Resident Services Revenue	<u>\$ 71,674,970</u>	<u>\$ 67,771,213</u>

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

The composition of resident care service revenue based on its service lines, method of reimbursement, and timing of revenue recognition are as follows for the years ended September 30:

	<u>2020</u>	<u>2019</u>
Service Lines:		
Independent Living	\$ 36,211,557	\$ 34,907,325
Assisted Living	6,767,608	5,721,991
Skilled Nursing Facility	15,822,697	16,254,176
Personal Care	4,643,409	4,511,550
Hospice	4,754,451	4,233,107
Home Health Care	1,474,711	-
Other Sales	2,000,537	2,143,064
Total	<u>\$ 71,674,970</u>	<u>\$ 67,771,213</u>
Method of Reimbursement:		
Fee for Service	\$ 63,569,833	\$ 66,513,562
Other	8,105,137	1,257,651
Total	<u>\$ 71,674,970</u>	<u>\$ 67,771,213</u>
Timing of Revenue and Recognition:		
Services Transferred Over Time	\$ 70,379,283	\$ 66,513,562
Sales at a Point in Time	1,295,687	1,257,651
Total	<u>\$ 71,674,970</u>	<u>\$ 67,771,213</u>

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2020 AND 2019**

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

Financing Component

The Organization has elected the practical expedient allowed under Financial Accounting Standards Board (FASB) Accounting Standards Codification (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 the Organization's 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.

Contract Costs

The Organization 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 Organization otherwise would have recognized is one year or less in duration.

Income Taxes

GHI, GHDC, GHHCBS, and the Foundation are nonprofit corporations as described in Section 501(c)(3) of the Internal Revenue Code (IRC) and are exempt from federal income taxes pursuant to Section 501(a) of the IRC. GHCS is a for-profit corporation. The Corporation follows the provisions of the income tax standard regarding the recognition and measurement of uncertain tax positions. The application of these provisions has no effect on the Corporation's financial statements.

The Corporation has implemented processes to ensure corporate compliance with the IRS intermediate sanctions provision. These processes include retention by the board of trustees of an unbiased third-party consultant to review executive compensation practices, annual review of executive team compensation by the board compensation committee, and annual review by the board of trustees of the performance and compensation of the Corporation's president and chief executive officer. The board engages in periodic corporate compliance education, has adopted and reviews at least annually a written corporate compliance program and code of conduct, and has a detailed conflict of interest policy.

New Accounting Pronouncements — ASU 2016-01

During the year ended September 30, 2020, the Organization adopted a provision of FASB Accounting Standards Update (ASU) 2016-01, *Financial Instruments*. This new accounting standard requires unrealized gains and losses resulting from the change in fair value of investments in equity securities to be included within the Organization's performance indicator on the consolidated statements of operations. The adoption of this accounting standard did not have an impact on the Organization's financial position or changes in its net assets.

Reclassifications

Certain items in the prior year consolidated financial statements have been reclassified to conform to the current year's presentation. These reclassifications had no effect on the change in net assets or on the overall net assets of the Corporation.

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2020 AND 2019**

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

Subsequent Events

In preparing these financial statements, the Corporation has evaluated events and transactions for potential recognition or disclosure through December 31, 2020, the date the consolidated financial statements were issued.

NOTE 2 LIQUIDITY AND AVAILABILITY

The Corporation regularly monitors the availability of resources required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. For purposes of analyzing financial resources to meet expenses over a 12-month period, the Corporation considers all expenses related to its ongoing mission-related activities as well as the conduct of services undertaken to support these activities.

A portion of the investment portfolio consists of a liquid reserve of approximately \$28 million. This portfolio generally consists of higher quality fixed-income investments with durations of five years or less and is available for short- to medium-term cash needs in excess of the amounts held in operating cash.

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

	<u>2020</u>	<u>2019</u>
Financial Assets at Year-End:		
Cash and Cash Equivalents	\$ 12,449,351	\$ 11,953,245
Accounts Receivable	5,776,090	4,439,345
Investments	131,746,700	120,201,714
Subtotal	<u>149,972,141</u>	<u>136,594,304</u>
Less: Illiquid Private Equity Funds, Excluding Funding		
Commitments Noted Below	5,754,913	5,754,913
Less: Amounts Not Available to be Used		
Within One Year	<u>1,680,689</u>	<u>1,679,149</u>
Financial Assets Available to Meet General		
Expenditures Within One Year	<u>\$ 142,536,539</u>	<u>\$ 129,160,242</u>

The Corporation has commitments to fund approximately \$20.00 million of investments in private equity funds as of year-end, of which approximately \$9.51 million has been called (funded in cash) as of September 30, 2020, leaving a remaining commitment of \$10.49 million. There is adequate liquidity in the long-term investment portfolio to fund these commitments to fund additional private-equity investments. These private-equity investments are generally illiquid in the medium term and are generally not available to support the medium-term cash needs of the Corporation. The remainder of the investment portfolio is invested in a diversified portfolio of readily marketable securities that are available for the cash needs of the Corporation, if necessary.

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2020 AND 2019**

NOTE 2 LIQUIDITY AND AVAILABILITY (CONTINUED)

The Corporation has a payable to GHDC of approximately \$24,000,000 that it expects to fund in cash during fiscal 2021. Management believes that it has alternative liquid resources to meet its obligations after this transfer.

The Corporation has other assets limited to use for donor-restricted purposes and debt service. These assets limited to use, which are more fully described in Note 4 are not available for general expenditure within the next year and are not reflected in the amounts above.

NOTE 3 PROPERTY AND EQUIPMENT

The components of property and equipment at September 30 are as follows:

	2020	2019
Land and Land Improvements	\$ 4,504,079	\$ 4,865,825
Buildings	335,320,581	331,930,866
Equipment and Furnishings	20,366,017	28,927,022
Total	<u>360,190,677</u>	<u>365,723,713</u>
Less: Accumulated Depreciation	<u>(151,668,288)</u>	<u>(148,450,453)</u>
Property and Equipment, Net	<u>\$ 208,522,389</u>	<u>\$ 217,273,260</u>

NOTE 4 ASSETS LIMITED AS TO USE

Assets limited as to use consist of the following at September 30:

	2020		2019	
	Fair Value	Cost	Fair Value	Cost
Externally Restricted Under Bond Indenture Agreements				
Money Market Accounts	\$ 7,602,344	\$ 7,602,344	\$ 4,691,757	\$ 4,691,757
Corporate Bonds	7,847,058	9,200,887	10,438,980	10,381,149
Total	<u>\$ 15,449,402</u>	<u>\$ 16,803,231</u>	<u>\$ 15,130,737</u>	<u>\$ 15,072,906</u>

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2020 AND 2019**

NOTE 5 INVESTMENTS

Current investments consist of the following at September 30:

	2020		2019	
	Fair Value	Cost	Fair Value	Cost
Cash and Cash Equivalents	\$ 1,401,367	\$ 1,401,367	\$ 1,435,432	\$ 1,435,432
Mutual Funds:				
Bonds	39,262,189	37,739,308	39,999,823	39,407,012
Equities	79,719,919	60,885,098	71,903,216	58,873,731
Private Equities	11,363,225	9,147,283	6,863,243	4,934,609
Total Investments				
Classified as Trading	<u>\$ 131,746,700</u>	<u>\$ 109,173,056</u>	<u>\$ 120,201,714</u>	<u>\$ 104,650,784</u>

Long term investments consist of the following at September 30:

	2020		2019	
	Fair Value	Cost	Fair Value	Cost
Cash and Cash Equivalents	\$ 3,061,667	\$ 3,061,667	\$ 3,401,527	\$ 3,401,527
Equity Securities	-	-	3,527	3,534
Fixed Income	25,148,698	24,672,732	24,903,761	24,767,606
Private Equities	20,025,227	16,412,186	18,191,455	15,708,845
Total	<u>\$ 48,235,592</u>	<u>\$ 44,146,585</u>	<u>\$ 46,500,270</u>	<u>\$ 43,881,512</u>

Investments in private equities are considered alternative investments and are not listed on national exchanges or over-the-counter markets, or for which quoted market prices are not readily available. Consequently, a fair market value and cost basis for such investments can be difficult to obtain.

The Corporation has an investment committee that meets periodically throughout the year to approve purchases and sales of investments, and review asset allocations and the returns on the investment portfolio. Management, in connection with a third-party investment advisor, performs due diligence on the valuation of all investments.

The Corporation is invested 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 occur in the near term that could materially affect investment balances and the amounts reported in the consolidated statements of financial position and consolidated statements of operations and changes in net assets.

The Corporation's securities investments that are bought and held principally for the purpose of selling them in the near term are classified as current investments. Current investments are recorded at fair value on the consolidated statements of financial position in current assets, and the change in fair value during the period is a component of other income (loss). Securities investments not classified as current investments are classified as noncurrent investments. Noncurrent investments are recorded at fair value in investments and other assets on the consolidated statements of financial position, with the change in fair value during the period included as a component of other changes in net assets without donor restrictions.

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2020 AND 2019**

NOTE 5 INVESTMENTS (CONTINUED)

Total return on investments and assets limited as to use is comprised of the following for the years ended September 30:

	<u>2020</u>	<u>2019</u>
Interest and Dividends	\$ 3,285,274	\$ 3,642,594
Net Realized Gains on Investments	1,738,354	1,574,424
Change in Value of Investments in Limited Partnerships	2,106,175	435,027
Change in Value of Charitable Gift Annuities	<u>(42,225)</u>	<u>(125,806)</u>
Total Included in Operating Income	7,087,578	5,526,239
Unrealized Gains on Investments:		
Securities, Included in Other Income	7,500,855	1,071,618
Debt Obligation Securities, Included in Other		
Changes in Net Assets Without Donor Restrictions	<u>130,864</u>	<u>234,796</u>
Total Investment Return	<u>\$ 14,719,297</u>	<u>\$ 6,832,653</u>

NOTE 6 LONG-TERM DEBT

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

<u>Description</u>	<u>2020</u>	<u>2019</u>
Industrial Development Authority of the City of Alexandria Residential Care Facilities Mortgage Revenue Bonds (Goodwin House Incorporated), Series 2015:		
Due in graduated annual installments ranging from \$955,000 in fiscal year 2020 to \$3,945,000 in fiscal year 2051. Interest is payable semiannual at fixed rates ranging from 1.0% to 5.0%.	\$ 64,960,000	\$ 65,885,000
Fairfax County Economic Development Authority (Virginia) Residential Care Facilities Mortgage Revenue Bonds (Goodwin House Incorporated), Series 2016:		
Series 2016A, due in graduated annual installments ranging from \$4,675,000 in fiscal year 2032 to \$7,450,000 in fiscal year 2042. Interest is payable semiannually at fixed rates ranging from 2.76% to 3.375%.	65,880,000	65,880,000

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2020 AND 2019**

NOTE 6 LONG-TERM DEBT (CONTINUED)

<u>Description</u>	<u>2020</u>	<u>2019</u>
Series 2016B, due to a bank in graduated annual installments ranging from \$3,796,123 in fiscal year 2020 to \$4,659,000 in fiscal year 2031. Interest is payable monthly, and is substantially hedged by a derivative instrument at a fixed rate of 2.0175% through 2031.	46,710,295	50,430,882
Total	177,550,295	182,195,882
Add: Unamortized Bond Premium	11,218,884	11,712,024
Less: Unamortized Debt Issuance Costs	<u>(2,972,060)</u>	<u>(3,029,996)</u>
Total	185,797,119	190,877,910
Less: Current Portion of Long-Term Debt	<u>(4,751,109)</u>	<u>(4,645,605)</u>
Total Long-Term Debt	<u>\$ 181,046,010</u>	<u>\$ 186,232,305</u>

Series 2015 Bonds

In May 2015, the Industrial Development Authority of the City of Alexandria authorized an issuance of Residential Care Facilities Mortgage Revenue Bonds in the principal amount of \$68,815,000. Proceeds of the Series 2015 Bonds were used by the Organization to refund the outstanding principal amount of the then-existing Series 2005 Bonds, finance costs of improvements and additions to Goodwin House Alexandria, pay certain issuance costs of the Series 2015 Bonds, and fund a debt service reserve fund for the Series 2015 Bonds. The Series 2015 Bonds mature serially and bear interest at a fixed rate of between 1.0% and 5.0% over the life of the issuance.

On December 17, 2020 the board of trustees approved the optional redemption of \$4,505,000 of the Series 2015 Bonds. This group of the bonds has a weighted-average maturity of approximately 9.85 years and a weighted-average coupon of approximately 4.13%. As a result of the redemption, the Organization will recognize into income approximately \$226,900 of the unamortized original issue premium on these bonds and write off to expense approximately \$107,400 of unamortized issuance costs. This redemption likely will be consummated in the second quarter of fiscal 2021.

Series 2016 Bonds

In September 2016, the Fairfax County Economic Development Authority authorized the issuance of Residential Care Facilities Mortgage Revenue Refunding Bonds, Series 2016. The proceeds of the Series 2016 Bonds were used by Goodwin House Incorporated to refund significantly all of the outstanding principal amount of the Series 2007 Bonds, pay certain costs of issuance of Series 2016 A and B Bonds, and fund a debt service reserve fund for the Series 2016A Bonds. The remaining principal of the series 2007 bonds was paid on October 1, 2017.

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2020 AND 2019**

NOTE 6 LONG-TERM DEBT (CONTINUED)

Series 2016 Bonds (Continued)

The Series 2016A Bonds, in the initial principal amount of \$65,880,000, mature serially and bear interest at fixed rates between 2.76% and 3.375% over the life of the issuance which terminates in October 2042.

The Series 2016B Bond is payable to a bank in the initial principal amount of \$58,136,005. The obligation of the Organization to pay the Series 2016B Bond is evidenced by a promissory note payable that was issued as an obligation under the Master Indenture. Effective January 1, 2018, the interest rate on the Series 2016B Bond was reset, in accordance with the loan agreement, to maintain the after tax yield to the bank after the reduction in the federal corporate income tax rate as the result of the Tax Cuts and Jobs Act.

The Series 2016B Bond is substantially hedged by an interest rate swap agreement (the 2016B Swap). Under the terms of the 2016B Swap, the Organization will pay a fixed rate of 2.0175% and receive a variable rate equal to 67% of the sum of the 30-day LIBOR rate plus 140 basis points on the notional amount, which is equal to the original principal amount of the Series 2016B Bond and declines in step with the outstanding principal. The 2016B Swap expires on the final maturity date of the Series 2016B Bond. As of September 30, 2020 and 2019, the valuation of the swap was a liability of \$2,173,361 and \$371,062, respectively.

Bond Collateral, Trustee-Held Funds, and Covenants

Collateral for the debt includes the trustee-held funds, a first mortgage lien on the Organization's real estate, as well as a general security interest in the Organization's inventory, accounts receivable, general intangibles, chattel paper, and rights arising out of Medicare, Medicaid, or other federal programs, and revenues and receipts derived from operations.

The Organization is subject to various covenants under the bond agreements. These covenants include certain reporting, financial, and operational requirements. As of September 30, 2020 and 2019, management is not aware of any noncompliance with these covenants. The Foundation, GHCS, GHDC, and GHHCBS are excluded as obligors under any of the bonds.

The funds held by the bond trustee included the following accounts at September 30:

	<u>2020</u>	<u>2019</u>
Series 2015 Bonds:		
Bond Debt Service Fund	\$ 2,616,450	\$ 2,563,891
Debt Service Reserve Fund	4,442,802	4,366,805
Total Series 2015 Bond Funds	<u>7,059,252</u>	<u>6,930,696</u>
Series 2016 Bonds:		
Bond Debt Service Fund	1,668,186	1,599,699
Debt Service Reserve Fund	6,721,964	6,600,342
Total Series 2016 Bond Funds	<u>8,390,150</u>	<u>8,200,041</u>
Total	<u>\$ 15,449,402</u>	<u>\$ 15,130,737</u>

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2020 AND 2019**

NOTE 6 LONG-TERM DEBT (CONTINUED)

Bond Collateral, Trustee-Held Funds, and Covenants (Continued)

The bond debt service funds are used to accumulate cash for the next scheduled payment. The debt service reserve funds serve as additional collateral for the future payments of bond principal.

Principal maturities (exclusive of unamortized bond premium) on long-term debt for the next five years and the total amount due thereafter are as follows:

<u>Year Ending September 30.</u>	<u>Amount</u>
2021	\$ 4,751,109
2022	4,872,676
2023	4,998,932
2024	5,131,101
2025	5,265,109
Thereafter	<u>152,531,368</u>
Total	177,550,295
Less: Unamortized Debt Issuance Costs	(2,972,060)
Add: Unamortized Bond Premium	11,218,884
Total Bonds Payable, Net	<u>185,797,119</u>
Less: Current Portion of Bonds Payable	(4,751,109)
Total Bonds Payable, Less Current Maturities	<u>\$ 181,046,010</u>

Interest expense activity is set forth following for the fiscal years ended September 30:

	<u>2020</u>	<u>2019</u>
Interest Paid	\$ 7,481,937	\$ 7,700,666
Amortization of Deferred Financing Costs	57,936	56,532
Amortization of Bond Premium	(493,140)	(484,920)
Decrease in Accrued Interest	(35,693)	(33,529)
Total Interest Expense	<u>\$ 7,011,040</u>	<u>\$ 7,238,749</u>

NOTE 7 ENTRANCE FEES AND DEPOSITS

Reservation deposits received from prospective residents are fully refundable until they sign a resident agreement, at which time the deposits are applied toward the residents' entrance fees.

The Organization offers three types of resident agreements with varying entrance fee refund provisions as described below.

1. Standard, modified plan, and long-term care options – For pre-1998 agreements, in the event the resident voluntarily terminates the agreement, the resident receives a refund of 97% of the entrance fee, less 2% thereof for each month from the effective date of the agreement. The resident does not receive a refund after 48½ months of occupancy.

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2020 AND 2019**

NOTE 7 ENTRANCE FEES AND DEPOSITS (CONTINUED)

For agreements beginning in 1998, in the event the resident voluntarily terminates the agreement, the resident receives a refund of 100% of the entrance fee, less 1% thereof for each month from the effective date of the agreement.

For certain older agreements, in the event of the resident's death, no refund of the entrance fee is due to the resident's estate. For agreements beginning in 1998, in the event of the resident's death, the resident's estate receives a refund of 100% of the entrance fee, less 4% thereof for each month since the effective date of the agreement.

For certain older agreements, if the Organization terminates the agreement, the resident receives a refund of 97% of the entrance fee, less 1% thereof for each month from the effective date of the agreement. For agreements beginning in 1998, if the Organization terminates the agreement, the resident receives a refund of 100% of the entrance fee, less 1% thereof for each month since the effective date of the agreement.

2. Refundable plan option – For certain agreements entered into prior to 1998, in the event the resident voluntarily terminates the agreement, the resident receives a refund of 97% of the entrance fee, less 2% thereof for each month since the effective date of the agreement, but in no event shall the refund be less than 50% of the total entrance fee paid. For certain agreements beginning in 1998, in the event the resident voluntarily terminates the agreement, the resident receives a refund of 100% of the entrance fee, less 1% thereof for each month since the effective date of the agreement, but in no event shall the refund be less than 50% of the total entrance fee paid.

For certain agreements entered into prior to 1998, in the event of the resident's death, the resident's estate receives a refund of 97% of the entrance fee less any costs for inpatient health care given in the health care facilities, but in no event shall the refund be less than 50% of the total entrance fee paid. For certain agreements beginning in 1998, in the event of the resident's death, the resident's estate receive a refund of 100% of the entrance fee, less 4% thereof for each month since the effective date of the agreement, but in no event shall the refund be less than 50% of the total entrance fee paid.

For certain agreements entered into prior to 1998, if the Organization terminates the agreement, the resident receives a refund of 97% of the entrance fee, less 1% thereof for each month since the effective date of the agreement, but in no event shall the refund be less than 50% of the total entrance fee paid. For certain agreements beginning in 1998, if the agreement is terminated by the Organization, the resident receives a refund of 100% of the entrance fee, less 1% thereof for each month since the effective date of the agreement, but in no event shall the refund be less than 50% of the total entrance fee paid.

3. 90% Refundable Type C plan – The entrance fee is 100% refundable in the first six months and 90% thereafter. This contract does not include assisted living or nursing care but provides guaranteed access to these levels of care at the private daily rate.

At September 30, 2020 and 2019, the portion of entrance fees subject to refund provisions amounted to \$99,093,710 and \$98,575,693, respectively, subject to reoccupancy provisions in the contracts. The amounts of refundable entrance fees to be paid to current residents were \$16,165,575 and \$17,247,974 at September 30, 2020 and 2019, respectively.

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2020 AND 2019**

NOTE 8 NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions at September 30, 2020 and 2019 are comprised of donations which require the passage of time or the fulfillment of specific actions by the Corporation in order to satisfy the asset restriction and net assets maintained in perpetuity. These net assets with donor restrictions were available for the following purposes at September 30:

	2020	2019
Health and Wellness Programs	\$ 671,965	\$ 831,970
Other Temporarily Restricted Programs	1,416,129	1,374,014
Net Assets Restricted in Perpetuity	1,680,689	1,679,149
Total	<u>\$ 3,768,783</u>	<u>\$ 3,885,133</u>

Net assets required to be maintained in perpetuity of \$1,680,689 and \$1,679,149 at September 30, 2020 and 2019, respectively, are principally restricted to an endowment from which the income is used to support the purpose of the Foundation.

During the year ended September 30, 2009, an enacted version of the Uniform Prudent Management of Institutional Funds Act of 2006 (UPMIFA) became effective in Virginia. The Foundation's endowments consist of various funds established for a variety of purposes. Its endowments are donor-restricted funds. As required by accounting principles generally accepted in the United States of America, net assets associated with endowment funds, including net assets designated by the Foundation's board of directors as endowment funds, are classified and reported based on the existence or absence of donor-imposed restrictions.

In practice, the Foundation has accounted for these funds by preserving the fair value of the original gift as of the date of the gift of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. In accordance with this practice, the Corporation classifies as permanently restricted net assets: 1) the original value of gifts donated as permanently restricted, 2) the original value of subsequent gifts to the permanent endowment, and 3) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund.

NOTE 9 EMPLOYEE BENEFIT PLAN

The Organization sponsors a defined contribution 401(k) profit sharing plan (the Plan) that covers all full-time employees, and part-time employees who meet certain participation requirements, age 21 or older, who have completed one year of service. Contributions to the Plan, both matching and nonmatching, are determined by the board of trustees on a discretionary basis. Matching contributions are vested immediately, and any nonmatching contributions are made annually for eligible employees employed on January 1 of each year.

The Organization contributed approximately \$2,200,000 and \$1,722,000 to the Plan for the years ended September 30, 2020 and 2019, respectively. Additionally, approximately \$733,000 and \$629,000 was accrued as of September 30, 2020 and 2019, respectively, as nonmatching contributions.

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2020 AND 2019**

NOTE 9 EMPLOYEE BENEFIT PLAN (CONTINUED)

The Organization sponsors eligible deferred compensation plans under Sections 457(b) and 457(f). These plans are intended to be Top Hat plans under Section 201(2) of the Employee Retirement Income Security Act of 1974. The Organization contributed \$126,550 and \$208,397 to the Section 457 plans for the years ended September 30, 2020 and 2019, respectively.

NOTE 10 FUNCTIONAL EXPENSES

The Organization provides residential and health care services to residents of its facilities. All categories of expenses that are not directly related to the Organization's program are allocated to one or more management and administrative functions based on estimates of time and effort involved. The functional allocation of these expenses related to these services is as follows for the years ended September 30:

	September 30, 2020			Total
	Program Services	Supporting Services	Fundraising	
Salaries and Wages	\$ 37,524,978	\$ 5,487,491	\$ 170,182	\$ 43,182,651
Employee Benefits	5,295,359	501,560	15,256	5,812,175
Payroll Taxes	2,750,637	302,608	6,397	3,059,642
General and Administrative	9,507,300	2,768,160	13,844	12,289,304
Building and Maintenance	4,514,313	1,290,585	-	5,804,898
Supplies	2,338,229	162,043	2,802	2,503,074
Purchased Services	3,318,360	2,200	1,723	3,322,283
Interest	7,011,040	-	-	7,011,040
Depreciation	16,642,318	-	-	16,642,318
Total Functional Expenses	<u>\$ 88,902,534</u>	<u>\$ 10,514,647</u>	<u>\$ 210,204</u>	<u>\$ 99,627,385</u>

	September 30, 2019			Fundraising
	Program Services	Supporting Services	Fundraising	
Salaries and Wages	\$ 31,978,205	\$ 5,259,493	\$ 84,244	\$ 37,321,942
Employee Benefits	4,891,076	509,950	-	5,401,026
Payroll Taxes	2,386,340	294,828	6,720	2,687,888
General and Administrative	7,114,491	2,185,221	1,647	9,301,359
Building and Maintenance	4,599,240	1,130,525	-	5,729,765
Supplies	2,310,231	194,859	6,777	2,511,867
Purchased Services	3,958,156	550	-	3,958,706
Interest	7,238,749	-	-	7,238,749
Depreciation	16,323,503	-	-	16,323,503
Total Functional Expenses	<u>\$ 80,799,991</u>	<u>\$ 9,575,426</u>	<u>\$ 99,388</u>	<u>\$ 90,474,805</u>

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2020 AND 2019**

NOTE 11 FAIR VALUE MEASUREMENT

The following table presents the Corporation's fair value hierarchy for those assets and liabilities measured at fair value on a recurring basis at September 30, 2020:

	<u>Level 1</u>	<u>Level 2</u>	<u>Total</u>
<u>Investments and Assets</u>			
<u>Limited as to Use</u>			
Assets:			
Corporate Bonds	\$ 7,847,058	\$ -	\$ 7,847,058
Mutual Funds:			
Bonds	39,262,189	-	39,262,189
Equities	79,719,919	-	79,719,919
Equity Securities	-	-	-
Fixed Income	25,148,698	-	25,148,698
Liabilities:			
Fair Value of Interest Rate			
Swap Agreement	-	(2,173,361)	(2,173,361)
Subtotal	<u>151,977,864</u>	<u>\$ (2,173,361)</u>	<u>\$ 149,804,503</u>
Investments Measured at Fair Value			
Using Net Asset Value Per Share	<u>31,388,452</u>		
Total	<u>\$ 183,366,316</u>		

The following table presents the Corporation's fair value hierarchy for those assets and liabilities measured at fair value on a recurring basis at September 30, 2019:

	<u>Level 1</u>	<u>Level 2</u>	<u>Total</u>
<u>Investments and Assets</u>			
<u>Limited as to Use</u>			
Assets:			
Corporate Bonds	\$ 10,438,980	\$ -	\$ 10,438,980
Mutual Funds:			
Bonds	39,999,823	-	39,999,823
Equities	71,903,216	-	71,903,216
Equity Securities	3,527	-	3,527
Fixed Income	24,903,761	-	24,903,761
Liabilities:			
Fair Value of Interest Rate			
Swap Agreement	-	(371,062)	(371,062)
Subtotal	<u>147,249,307</u>	<u>\$ (371,062)</u>	<u>\$ 146,878,245</u>
Investments Measured at Fair Value			
Using Net Asset Value Per Share	<u>25,054,698</u>		
Total	<u>\$ 172,304,005</u>		

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2020 AND 2019**

NOTE 11 FAIR VALUE MEASUREMENT (CONTINUED)

The determination of the fair values above incorporates various factors. These factors include not only the credit standing of the counterparties involved and the impact of credit enhancements, but also the impact of the Corporation's nonperformance risk on its liabilities.

The fair value of investments is determined by third-party service providers utilizing various methods dependent upon the specific type of investment. When quoted prices are available in the active market, securities are classified within Level 1 of the valuation hierarchy. Assets utilizing Level 1 inputs include money market funds and bank deposits, U.S. government and agency securities, corporate bonds, common stock, and mutual funds.

Liabilities utilizing Level 2 inputs are derivatives. The carrying amount represents fair market value and is based on a price estimated by a third party using the income approach, which uses valuation techniques to convert future cash flows to a discounted value, using current market expectations.

Investments measured at fair value using net asset value per share include partnerships and are considered alternative investments. Alternative investments are those not listed on national exchanges or over-the-counter markets, or for which quoted market prices are not readily available. The Corporation follows guidance related to the fair value measurement standard that was issued for estimating the fair value of investments in investment companies that have a calculated value of their capital account or NAV in accordance with, or in a manner consistent with accounting principles generally accepted in the United States of America (U.S. GAAP). As a practical expedient, the Corporation is permitted under U.S. GAAP to estimate the fair value of an investment at the measurement date using reported NAV without further adjustment unless the entity expects to sell the investment at a value other than NAV or if NAV is not calculated in accordance with U.S. GAAP.

The Corporation has a policy which permits investments in alternative investments that do not have a readily determinable fair value and, as such, uses the NAV per share as calculated on the reporting entity's measurement date as the fair value of the investment. A listing of the investments held by the Corporation and their attributes that may qualify for these valuations consist of the following as of September 30, 2020:

Investment/Strategy	Fair Value	Unfunded Commitments	Redemption Frequency	Redemption Notice Period
(a) Private Equity Funds	\$ 11,363,225	\$ 15,070,665	N/A (Illiquid)	N/A (Illiquid)
(b) Pinnacle Equity Fund, L.P.	5,452,171	-	Monthly	30 days
(c) The Kiltearn Global Equity Fund	5,110,982	-	Monthly	6 business days
(d) GQG Partners Global Equity Fund	9,462,074	-	Weekly	5 business days

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2020 AND 2019**

NOTE 11 FAIR VALUE MEASUREMENT (CONTINUED)

- (a) The funds in this account are shown below. The term of the private equity funds is estimated at over 10 years plus the option of several years of extensions. Capital will be invested, generally, over the first four to six years of the fund's life and distributions may be paid out throughout the life of the investment, as per the General Partners' discretion.
1. The Veritas Capital Fund VI, L.P. and The Veritas Capital Fund VII, L.P., established to primarily make control investments in North American companies that provide critical products and services, primarily technology or technology-enabled solutions, to government and commercial customers worldwide.
 2. Monarch Alternative Capital Partners Offshore IV, L.P. and Monarch Alternative Capital Partners Offshore V L.P., established to invest in distressed or financially troubled companies in inefficient segments of the credit markets.
 3. Tailwind Capital Partners III (Cayman), L.P., established to primarily make control investments in growth-oriented, North American companies in the smaller end of the middle market in the healthcare, business services, and industrial services sectors.
 4. Freeman Spogli Equity Partners VIII, L.P., established to primarily make control investments in North American companies operating in the business products/services, consumer products/services, healthcare, and materials/resources industries.
 5. AEA Investors Fund VII, L.P., established to primarily make control investments in North American companies operating in the business products/services, consumer products/services, and healthcare industries.
 6. Horsley Bridge XIII Venture, L.P., established to invest primarily in early stage venture capital partnerships which focus on investing in information technology companies in the U.S. and other core venture markets.
- (b) This U.S. equity fund was established to invest in small and mid-cap stocks within the U.S. Typically, the fund holds between 60 and 100 stocks. The investment vehicle is a Commingled Fund.
- (c) This global equity fund was established to invest in mid and large-cap stocks on a global basis. Typically, the fund holds between 60 and 110 stocks. The investment vehicle is a Commingled Fund.
- (d) This global equity fund was established to invest in mid and large-cap stocks on a global basis. Typically, the fund holds between 30 and 60 stocks. The investment vehicle is a Commingled Fund.

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2020 AND 2019**

NOTE 12 CONCENTRATIONS OF CREDIT RISK

During 2020 and 2019, the Corporation had an arrangement with its commercial bank to invest all of its unrestricted cash in a mutual fund consisting of U.S. government and agency securities. Any net cash activity is invested in or withdrawn from this fund. Accordingly, none of the unrestricted cash is protected by the Federal Deposit Insurance Corporation (FDIC) insurance. Cash in the bank exceeds FDIC insurable limits. The funds on deposit in brokerage accounts are insured by the SIPC up to \$500,000.

NOTE 13 COMMITMENTS AND CONTINGENCIES

Insurance

The Organization has group insurance agreements with other Virginia retirement communities for general liability, professional liability, and workers' compensation insurance. Under the terms of the policies, 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. The policies also provide for umbrella coverage, which functions as an extension of the primary limits. The policies are written on a claims first-made basis and have a reinsurance component with a third party. Management has not recorded any liabilities related to this policy as they are not aware of any underfunding within the pool.

Contingencies

The Organization entered into a reserve agreement dated July 3, 2007, with Lehman Brothers Special Financing, Inc. (Lehman), guaranteed by Lehman Brothers Holdings, Inc., whereby Lehman would invest a portion of the reserve funds related to the Organization's 2007 bonds and pay the Organization a fixed rate of return on the funds for the life of the agreement. Upon Lehman's bankruptcy filing in 2008, Lehman defaulted on its obligation to pay the fixed rate of return. The principal amount of the reserve funds invested was not at risk and was returned to the Organization.

On October 20, 2010, the Organization entered into a termination agreement with Lehman, in which Lehman agreed to pay the Organization liquidated damages of \$1,388,000, pending the results of their bankruptcy proceedings. Through September 30, 2020, the Organization has received total payments of \$938,219 (68% of the agreed-upon damages). The Organization expects to receive further distributions as such amounts become available; however, there is no assurance that any future payments will be received. As of September 30, 2020, there are no amounts reflected in the consolidated balance sheet related to future amounts that have yet to be received, and the consolidated statements of operations reflects only amounts that were received in cash during the periods.

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2020 AND 2019**

NOTE 13 COMMITMENTS AND CONTINGENCIES (CONTINUED)

Other

The Organization operates in the health care industry and may be subject to legal proceedings and claims from time to time that arise in the course of providing its services. The Organization maintains malpractice insurance coverage on the claims made basis, which provides coverage for claims occurring and reported during the policy year. Management has determined that no provision is required 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. Management has recorded no legal reserve liability for any legal proceedings as of the date of this report.

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.

Capital Commitment to Goodwin House Development Corporation

GHI has committed capital funding to GHDC for the purpose of expanding the mission and reach of Goodwin House Incorporated. The board of trustees approved an additional commitment of \$2,000,000 to GHDC in September 2020. The total capital commitment by GHI to GHDC through September 30, 2020 is \$24,608,484. Since inception through September 30, 2020, GHDC has expensed amounts totaling \$926,004, bringing the remaining capital commitment at September 30, 2020 to \$23,682,391. This remaining capital commitment eliminates in consolidation. Management intends to transfer the commitment to GHI in 2021.

GHAH Operations in the District of Columbia

In accordance with the District of Columbia Code Section 44-151-8, continuing care providers must maintain operation reserves of a minimum of 20% of projected operating costs less depreciation and amortization plus debt service, which is calculated as follows:

Budgeted Operating Expenses for the Year Ended	
September 30, 2021, Net of Depreciation and Amortization	\$ 2,439,000
Plus Current Maturities of Long-Term Debt	-
Subtotal	<u>2,439,000</u>
Minimum Percentage	20%
Reserve Required at September 30, 2020	<u>\$ 487,800</u>

MedRehab Alliance LLC

In September 2020, GHHCBS entered into a unit purchase agreement with MedRehab Alliance, LLC (MedRehab) to purchase units of MedRehab for \$75,000. MedRehab provides rehabilitation, consulting, and management services to senior care organizations in Michigan, Pennsylvania, New York, Maryland, Virginia, and North Carolina.

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2020 AND 2019**

NOTE 13 COMMITMENTS AND CONTINGENCIES (CONTINUED)

Provider Relief Funds

Due 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 Organization was \$2,226,792. The PRF's are subject to certain restrictions on eligible expenses or uses, reporting requirements, and will be subject to audit. At September 30, 2020, the Corporation recognized \$1,113,396 as operating revenue in the consolidated statement of operations and \$1,113,396 as a contract liability in the consolidated balance sheets. Management believes the amounts have been recognized appropriately as of September 30, 2020.

NOTE 14 SUBSEQUENT EVENTS

Effective October 1, 2020, GHI entered in agreement with GHHCBS to retain GHHCBS to provide speech, physical and occupational therapy services to GHI. As part of the agreement, GHI will lease space to GHHCBS in order to provide the necessary services. In consideration of the administrative support and physical space leased by GHI, GHHCBS shall pay GHI 10% of all revenues received by GHHCBS under the agreement. GHHCBS will receive 21% of patient revenue received by GHI under the Medicare Part A Fee schedules and 100% of patient revenue under the Medicare Part B Fee Schedule.

On December 15, 2020, Goodwin House Development Corporation advanced \$2,000,000 to Arlington Partnership for Affordable Housing, a Virginia nonstock nonprofit corporation, under the terms of an unsecured promissory note bearing interest at 2%. The term of the note is through December 1, 2021, with a possible 60-day extension at the option of the borrower. The purpose of the note is to fund predevelopment costs for an affordable housing project for older adults in Fairfax County, Virginia.

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
CONSOLIDATING STATEMENT OF FINANCIAL POSITION
SEPTEMBER 30, 2020**

	Consolidated	Eliminations	Goodwin House Incorporated Group	Goodwin House Foundation	Goodwin House Community Services	Goodwin House Development Corporation	Goodwin House Home & Community Based Services
CURRENT ASSETS							
Cash and Cash Equivalents	\$ 12,449,351	\$ -	\$ 10,088,485	\$ 382,719	\$ 63,972	\$ 242,698	\$ 1,671,477
Current Portion of Assets Limited as to Use	3,226,387	-	3,226,387	-	-	-	-
Resident Accounts Receivable, Net	4,444,278	-	4,278,587	-	14,281	-	151,410
Other Receivables	1,331,812	(337,600)	1,271,193	398,219	-	-	-
Investments Classified as Trading Securities	131,746,700	-	118,502,120	13,244,580	-	-	-
Due from Affiliates	-	(25,616,244)	1,933,853	-	-	23,682,391	-
Prepaid Expenses, Inventory, and Other Assets	1,626,418	-	1,504,907	-	-	116,935	4,576
Total Current Assets	154,824,946	(25,953,844)	140,805,532	14,025,518	78,253	24,042,024	1,827,463
ASSETS LIMITED AS TO USE							
Externally Restricted Under Bond Indenture Agreements (Held by Trustee)	15,449,402	-	15,449,402	-	-	-	-
Other	75,000	-	-	-	-	-	75,000
Less: Amounts Available for Current Liabilities	(3,226,387)	-	(3,226,387)	-	-	-	-
Assets Limited as to Use, Net of Current Portion	12,298,015	-	12,223,015	-	-	-	75,000
INVESTMENTS							
	48,235,592	-	47,347,637	887,955	-	-	-
PROPERTY AND EQUIPMENT, NET							
	208,522,389	-	208,501,275	-	-	-	21,114
OTHER ASSETS							
Investment in Affiliate	-	(23,925,708)	23,925,708	-	-	-	-
Total Other Assets	-	(23,925,708)	23,925,708	-	-	-	-
Total Assets	\$ 423,880,942	\$ (49,879,552)	\$ 432,803,167	\$ 14,913,473	\$ 78,253	\$ 24,042,024	\$ 1,923,577

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**GOODWIN HOUSE INCORPORATED AND AFFILIATES
CONSOLIDATING STATEMENT OF FINANCIAL POSITION (CONTINUED)
SEPTEMBER 30, 2020**

	Consolidated	Eliminations	Goodwin House Incorporated Obligated Group	Goodwin House Foundation	Goodwin House Community Services	Goodwin House Development Corporation	Goodwin House Home & Community Based Services
CURRENT LIABILITIES							
Current Portion of Long-Term Debt	\$ 4,751,109	\$ -	\$ 4,751,109	\$ -	\$ -	\$ -	\$ -
Accounts Payable	2,437,294	-	2,433,795	3,499	-	-	-
Health Care Center Deposits	523,687	-	523,687	-	-	-	-
Accrued Interest Payable	3,226,387	-	3,226,387	-	-	-	-
Due to Affiliates	-	(25,616,244)	23,689,411	72,501	866	-	1,853,466
Other Accrued Expenses	7,314,608	-	7,314,608	-	-	-	-
Total Current Liabilities	18,253,085	(25,616,244)	41,938,997	76,000	866	-	1,853,466
LONG-TERM DEBT, Net of Current Portion	181,046,010	-	181,046,010	-	-	-	-
ENTRANCE FEES AND DEPOSITS							
Entrance Fee Deposits	1,201,444	-	1,201,444	-	-	-	-
Refundable Entrance Fees	16,165,575	-	16,165,575	-	-	-	-
Deferred Revenue from Entrance Fees	135,632,551	-	135,632,551	-	-	-	-
Total Entrance Fees and Deposits	152,999,570	-	152,999,570	-	-	-	-
ANNUITIES PAYABLE	812,417	-	-	812,417	-	-	-
FAIR VALUE OF INTEREST RATE SWAP	2,173,361	-	2,173,361	-	-	-	-
ASSET RETIREMENT OBLIGATION	210,407	-	210,407	-	-	-	-
Total Liabilities	355,494,850	(25,616,244)	378,368,345	888,417	866	-	1,853,466
NET ASSETS							
Without Donor Restrictions	64,617,309	(24,263,308)	54,410,715	10,280,380	77,387	24,042,024	70,111
With Donor Restrictions	3,768,783	-	24,107	3,744,676	-	-	-
Total Net Assets	68,386,092	(24,263,308)	54,434,822	14,025,056	77,387	24,042,024	70,111
Total Liabilities and Net Assets	\$ 423,880,942	\$ (49,879,552)	\$ 432,803,167	\$ 14,913,473	\$ 78,253	\$ 24,042,024	\$ 1,923,577

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
CONSOLIDATING STATEMENT OF OPERATIONS AND CHANGES IN NET ASSETS
YEAR ENDED SEPTEMBER 30, 2020**

	Consolidated	Eliminations	Goodwin House Incorporated Obligated Group	Goodwin House Foundation	Goodwin House Community Services	Goodwin House Development Corporation	Goodwin House Home & Community Based Services
REVENUES, GAINS, AND OTHER SUPPORT							
Monthly Fees	\$ 48,019,238	\$ -	\$ 48,019,238	\$ -	\$ -	\$ -	\$ -
Amortization of Deferred Revenue from Entrance Fees	21,013,362	-	21,013,362	-	-	-	-
Health Care Services	22,538,521	-	21,063,810	-	-	-	1,474,711
Contributions	932,655	-	-	932,655	-	-	-
Investment Income	7,087,578	-	6,643,361	444,217	-	-	-
Resident and Other Services	1,117,211	-	1,117,211	-	-	-	-
CARES Act and Provider Relief Funds	1,113,396	-	1,113,396	-	-	-	-
Net Assets Released from Restrictions	872,446	-	-	872,446	-	-	-
Other	171,322	-	-	-	171,322	-	-
Total Revenues, Gains, and Other Support	102,865,729	-	98,970,378	2,249,318	171,322	-	1,474,711
EXPENSES							
Administrative and General	12,712,543	-	10,603,836	167,802	155,842	29,686	1,755,377
Marketing	2,220,450	-	2,220,450	-	-	-	-
Resident and Social Services	4,657,458	-	4,657,458	-	-	-	-
Environmental Services and Plant Operations	10,401,756	-	10,401,756	-	-	-	-
Dietary	13,550,924	-	13,550,924	-	-	-	-
Health and Wellness	30,595,845	-	30,595,845	-	-	-	-
Resident Assistance, Net	534,421	-	-	534,421	-	-	-
Other Program Services	1,090,425	-	-	1,090,425	-	-	-
Fundraising - General	210,205	-	-	210,205	-	-	-
Depreciation	16,642,318	-	16,638,095	-	-	-	4,223
Interest	7,011,040	-	7,011,040	-	-	-	-
Total Expenses	99,627,385	-	95,679,404	2,002,853	155,842	29,686	1,759,600
OPERATING INCOME (LOSS)	3,238,344	-	3,290,974	246,465	15,480	(29,686)	(284,889)

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**GOODWIN HOUSE INCORPORATED AND AFFILIATES
CONSOLIDATING STATEMENT OF OPERATIONS AND CHANGES IN NET ASSETS (CONTINUED)
YEAR ENDED SEPTEMBER 30, 2020**

	Consolidated	Eliminations	Goodwin House Incorporated Obligated Group	Goodwin House Foundation	Goodwin House Community Services	Goodwin House Development Corporation	Goodwin House Home & Community Based Services
OTHER INCOME (LOSS)							
Other Nonoperating Gains (Losses)	\$ 251,556	\$ -	\$ (103,444)	\$ -	\$ -	\$ -	\$ 355,000
Net Unrealized Gain on Securities	7,500,855	-	6,694,550	806,305	-	-	-
Change in Fair Value of Interest Rate Swap	(1,802,299)	-	(1,802,299)	-	-	-	-
	9,188,456	-	8,079,781	1,052,770	15,480	(29,686)	70,111
EXCESS (DEFICIT) OF REVENUE OVER (UNDER) EXPENSES							
OTHER CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS							
Net Unrealized Gain on Debt Obligation Securities	130,864	-	130,864	-	-	-	-
Goodwin House Alexandria Contributed Capital to GHDC	-	(2,003,275)	-	-	-	2,003,275	-
	9,319,320	(2,003,275)	8,210,645	1,052,770	15,480	1,973,589	70,111
NET ASSETS WITH DONOR RESTRICTIONS WITHOUT DONOR RESTRICTIONS							
Contributions	756,096	-	-	756,096	-	-	-
Net Assets Released from Restrictions	(872,446)	-	-	(872,446)	-	-	-
	(116,350)	-	-	(116,350)	-	-	-
DECREASE IN NET ASSETS WITH DONOR RESTRICTIONS							
	\$ 9,202,970	\$ (2,003,275)	\$ 8,210,645	\$ 936,420	\$ 15,480	\$ 1,973,589	\$ 70,111

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GOODWIN HOUSE INCORPORATED OBLIGATED GROUP
COMBINING STATEMENT OF FINANCIAL POSITION
SEPTEMBER 30, 2020

	Total	Goodwin House Alexandria	Goodwin House Bailey's Crossroads	Goodwin House at Home	Goodwin House Specialized Care
CURRENT ASSETS					
Cash and Cash Equivalents	\$ 10,088,485	\$ 4,595,154	\$ 2,059,530	\$ 749,320	\$ 2,684,481
Current Portion of Assets Limited as to Use	3,226,387	1,592,308	1,634,079	-	-
Resident Accounts Receivable, Net	4,278,587	1,934,489	1,592,391	11,902	739,805
Other Receivables	1,271,193	617,980	551,232	101,981	-
Investments Classified as Trading Securities	118,502,120	43,458,585	75,043,535	-	-
Due from Affiliates	1,933,853	1,933,853	-	-	-
Prepaid Expenses, Inventory, and Other Assets	1,504,907	1,345,437	159,470	-	-
Total Current Assets	<u>140,805,532</u>	<u>55,477,806</u>	<u>81,040,237</u>	<u>863,203</u>	<u>3,424,286</u>
ASSETS LIMITED AS TO USE					
Externally Restricted Under Bond Indenture Agreements (Held by Trustee)	15,449,402	7,059,252	8,390,150	-	-
Less: Amounts Available for Current Liabilities	<u>(3,226,387)</u>	<u>(1,592,308)</u>	<u>(1,634,079)</u>	<u>-</u>	<u>-</u>
Assets Limited as to Use, Net of Current Portion	12,223,015	5,466,944	6,756,071	-	-
INVESTMENTS	47,347,637	27,145,097	13,871,568	3,197,728	3,133,244
PROPERTY AND EQUIPMENT, NET	208,501,275	103,444,846	105,056,429	-	-
OTHER ASSETS					
Investment in Affiliate	<u>23,925,708</u>	<u>23,925,708</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Assets	<u><u>\$ 432,803,167</u></u>	<u><u>\$ 215,460,401</u></u>	<u><u>\$ 206,724,305</u></u>	<u><u>\$ 4,060,931</u></u>	<u><u>\$ 6,557,530</u></u>

GOODWIN HOUSE INCORPORATED OBLIGATED GROUP
COMBINING STATEMENT OF FINANCIAL POSITION (CONTINUED)
SEPTEMBER 30, 2020

	Total	Goodwin House Alexandria	Goodwin House Bailey's Crossroads	Goodwin House at Home	Goodwin House Specialized Care
CURRENT LIABILITIES					
Current Portion of Long-Term Debt	\$ 4,751,109	\$ 955,000	\$ 3,796,109	\$ -	\$ -
Accounts Payable	2,433,795	2,433,013	782	-	-
Health Care Center Deposits	523,687	240,835	282,852	-	-
Accrued Interest Payable	3,226,387	1,592,308	1,634,079	-	-
Due to Affiliates	23,689,411	23,682,391	7,020	-	-
Other Accrued Expenses	7,314,608	7,314,608	-	-	-
Total Current Liabilities	<u>41,938,997</u>	<u>36,218,155</u>	<u>5,720,842</u>	<u>-</u>	<u>-</u>
LONG-TERM DEBT, Net of Current Portion	181,046,010	75,678,044	105,367,966	-	-
ENTRANCE FEES AND DEPOSITS					
Entrance Fee Deposits	1,201,444	448,932	752,512	-	-
Refundable Entrance Fees	16,165,575	6,836,206	8,508,315	821,054	-
Deferred Revenue from Entrance Fees	135,632,551	65,918,842	65,204,975	4,508,734	-
Total Entrance Fees and Deposits	<u>152,999,570</u>	<u>73,203,980</u>	<u>74,465,802</u>	<u>5,329,788</u>	<u>-</u>
FAIR VALUE OF INTEREST RATE SWAP	2,173,361	-	2,173,361	-	-
ASSET RETIREMENT OBLIGATION	<u>210,407</u>	<u>210,407</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Liabilities	378,368,345	185,310,586	187,727,971	5,329,788	-
NET ASSETS					
Without Donor Restrictions	54,410,715	30,147,185	18,974,857	(1,268,857)	6,557,530
With Donor Restrictions	24,107	2,630	21,477	-	-
Total Net Assets	<u>54,434,822</u>	<u>30,149,815</u>	<u>18,996,334</u>	<u>(1,268,857)</u>	<u>6,557,530</u>
Total Liabilities and Net Assets	<u>\$ 432,803,167</u>	<u>\$ 215,460,401</u>	<u>\$ 206,724,305</u>	<u>\$ 4,060,931</u>	<u>\$ 6,557,530</u>

GOODWIN HOUSE INCORPORATED OBLIGATED GROUP
COMBINING STATEMENT OF OPERATIONS AND CHANGES IN NET ASSETS
YEAR ENDED SEPTEMBER 30, 2020

	Total	Goodwin House Alexandria	Goodwin House Bailey's Crossroads	Goodwin House at Home	Goodwin House Specialized Care
REVENUES, GAINS, AND OTHER SUPPORT					
Monthly Fees	\$ 48,019,238	\$ 22,562,536	\$ 24,573,380	\$ 883,322	\$ -
Amortization of Deferred Revenue					
from Entrance Fees	21,013,362	10,724,518	9,868,943	419,901	-
Health Care Services	21,063,810	5,479,627	6,186,323	-	9,397,860
Investment Income	6,643,361	2,963,392	3,481,136	98,999	99,834
Resident and Other Services	1,117,211	505,121	593,572	18,518	-
CARES Act and Provider Relief Funds	1,113,396	548,740	564,656	-	-
Total Revenues, Gains, and Other Support	<u>98,970,378</u>	<u>42,783,934</u>	<u>45,268,010</u>	<u>1,420,740</u>	<u>9,497,694</u>
EXPENSES					
Administrative and General	10,603,836	4,333,327	4,263,904	2,006,605	-
Marketing	2,220,450	1,222,389	998,061	-	-
Resident and Social Services	4,657,458	2,225,215	2,432,243	-	-
Environmental Services and Plant Operations	10,401,756	5,018,785	5,382,971	-	-
Dietary	13,550,924	5,705,423	7,845,501	-	-
Health and Wellness	30,595,845	11,072,291	10,126,709	-	9,396,845
Depreciation	16,638,095	8,214,271	8,423,824	-	-
Interest	7,011,040	3,466,116	3,544,924	-	-
Total Expenses	<u>95,679,404</u>	<u>41,257,817</u>	<u>43,018,137</u>	<u>2,006,605</u>	<u>9,396,845</u>
OPERATING INCOME (LOSS)	3,290,974	1,526,117	2,249,873	(585,865)	100,849
OTHER LOSSES					
Other Nonoperating Losses	(103,444)	(103,444)	-	-	-
Net Unrealized Gain on Securities	6,694,550	3,191,074	3,503,476	-	-
Change in Fair Value of Interest Rate Swap	(1,802,299)	-	(1,802,299)	-	-
EXCESS (DEFICIT) OF REVENUE OVER (UNDER) EXPENSES	8,079,781	4,613,747	3,951,050	(585,865)	100,849
OTHER CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS					
Net Unrealized Gain on Debt Obligation Securities	130,864	54,225	76,639	-	-
CHANGE IN NET ASSETS	<u>\$ 8,210,645</u>	<u>\$ 4,667,972</u>	<u>\$ 4,027,689</u>	<u>\$ (585,865)</u>	<u>\$ 100,849</u>

GOODWIN HOUSE INCORPORATED OBLIGATED GROUP
STATEMENT OF CASH FLOWS
YEAR ENDED SEPTEMBER 30, 2020

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in Net Assets	\$ 8,210,645
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities:	
Amortization of Deferred Revenue from Entrance Fees	(21,013,362)
Loss on Fair Value of Interest Rate Swap Agreement	1,802,299
Depreciation	16,638,095
Amortization of Deferred Financing Costs	57,936
Amortization of Bond Discount/Premium, Net	(493,140)
Provision for Bad Debt	133,301
Proceeds from Entrance Fees, Net of Refunds	22,061,286
Net Unrealized Gain on Investments	(6,825,414)
Realized Gain on Sales of Investments	(1,615,221)
Change in the Equity Value of Investments in Limited Partnerships	(1,994,029)
(Increase) Decrease in Assets:	
Accounts Receivable	(888,922)
Other Receivables and Entrance Fees Receivable	(645,978)
Prepaid Expenses, Inventory and Other Assets	(617,290)
Due from Affiliates and Investment in Affiliates, Net of Due to Affiliates	(2,021,019)
Increase (Decrease) in Liabilities:	
Accounts Payable	(1,899,863)
Health Care Center Deposits	84,051
Accrued Interest	(35,693)
Other Accrued Expenses	988,457
Net Cash Provided by Operating Activities	<u>11,926,139</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Net Sales Purchases of Investments	1,577,685
Increase in Assets Limited as to Use	(337,346)
Purchases of Property and Equipment and Construction in Progress	<u>(7,866,110)</u>
Net Cash Used by Investing Activities	(6,625,771)
CASH FLOWS FROM FINANCING ACTIVITIES	
Entrance Fee Deposits	1,440,121
Principal Payments on Long-Term Debt	<u>(4,645,587)</u>
Net Cash Used by Financing Activities	<u>(3,205,466)</u>
NET INCREASE IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH	2,094,902
Cash, Cash Equivalents, and Restricted Cash - Beginning of Year	<u>15,595,927</u>
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH - END OF YEAR	<u><u>\$ 17,690,829</u></u>

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
CONSOLIDATING STATEMENT OF FINANCIAL POSITION
SEPTEMBER 30, 2019**

	Consolidated	Eliminations	Goodwin House Incorporated Obligated Group	Goodwin House Foundation	Goodwin House Community Services	Goodwin House Development Corporation
CURRENT ASSETS						
Cash and Cash Equivalents	\$ 11,953,245	\$ -	\$ 10,904,170	\$ 755,201	\$ 50,579	\$ 243,295
Current Portion of Assets Limited as to Use	3,262,080	-	3,262,080	-	-	-
Resident Accounts Receivable, Net	3,587,037	-	3,572,860	-	14,177	-
Other Receivables	852,308	(234,156)	631,968	454,496	-	-
Investments Classified as Trading Securities	120,201,714	-	108,175,422	12,026,292	-	-
Due from Affiliates	-	(21,815,977)	33,417	-	-	21,782,560
Prepaid Expenses and Inventory	930,196	-	887,617	-	(1)	42,580
Total Current Assets	140,786,580	(22,050,133)	127,467,534	13,235,989	64,755	22,068,435
ASSETS LIMITED AS TO USE						
Externally Restricted Under Bond Indenture Agreements (Held by Trustee)	15,130,737	-	15,130,737	-	-	-
Less: Amounts Available for Current Liabilities	(3,262,080)	-	(3,262,080)	-	-	-
Assets Limited as to Use, Net of Current Portion	11,868,657	-	11,868,657	-	-	-
INVESTMENTS						
	46,500,270	-	45,727,997	772,273	-	-
PROPERTY AND EQUIPMENT, NET						
	217,273,260	-	217,273,260	-	-	-
FAIR VALUE OF INTEREST RATE SWAP						
	-	-	-	-	-	-
OTHER ASSETS						
Investment in Affiliate	-	(22,025,877)	22,025,877	-	-	-
Total Assets	\$ 416,428,767	\$ (44,076,010)	\$ 424,363,325	\$ 14,008,262	\$ 64,755	\$ 22,068,435

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GOODWIN HOUSE INCORPORATED AND AFFILIATES
CONSOLIDATING STATEMENT OF FINANCIAL POSITION (CONTINUED)
SEPTEMBER 30, 2019

	Consolidated	Eliminations	Goodwin House Incorporated Obligated Group	Goodwin House Foundation	Goodwin House Community Services	Goodwin House Development Corporation
CURRENT LIABILITIES						
Current Portion of Long-Term Debt	\$ 4,645,605	\$ -	\$ 4,645,605	\$ -	\$ -	\$ -
Accounts Payable	4,336,016	-	4,333,658	2,358	-	-
Health Care Center Deposits	439,636	-	439,636	-	-	-
Accrued Interest Payable	3,262,080	-	3,262,080	-	-	-
Due to Affiliates	-	(21,815,977)	21,806,719	6,410	2,848	-
Other Accrued Expenses	6,326,151	-	6,326,151	-	-	-
Total Current Liabilities	19,009,488	(21,815,977)	40,813,849	8,768	2,848	-
LONG-TERM DEBT, Net of Current Portion	186,232,305	-	186,232,305	-	-	-
ENTRANCE FEES AND DEPOSITS						
Entrance Fee Deposits	1,268,634	-	1,268,634	-	-	-
Refundable Entrance Fees	17,247,974	-	17,247,974	-	-	-
Deferred Revenue from Entrance Fees	131,994,917	-	131,994,917	-	-	-
Total Entrance Fees and Deposits	150,511,525	-	150,511,525	-	-	-
ANNUITIES PAYABLE	910,858	-	-	910,858	-	-
FAIR VALUE OF INTEREST RATE SWAP	371,062	-	371,062	-	-	-
ASSET RETIREMENT OBLIGATION	210,407	-	210,407	-	-	-
Total Liabilities	357,245,645	(21,815,977)	378,139,148	919,626	2,848	-
NET ASSETS						
Without Donor Restrictions	55,297,989	(22,260,033)	46,200,070	9,227,610	61,907	22,068,435
With Donor Restrictions	3,885,133	-	24,107	3,861,026	-	-
Total Net Assets	59,183,122	(22,260,033)	46,224,177	13,088,636	61,907	22,068,435
Total Liabilities and Net Assets	\$ 416,428,767	\$ (44,076,010)	\$ 424,363,325	\$ 14,008,262	\$ 64,755	\$ 22,068,435

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**GOODWIN HOUSE INCORPORATED AND AFFILIATES
CONSOLIDATING STATEMENT OF OPERATIONS AND CHANGES IN NET ASSETS
YEAR ENDED SEPTEMBER 30, 2019**

	Consolidated	Eliminations	Goodwin House Incorporated Obligated Group	Goodwin House Foundation	Goodwin House Community Services	Goodwin House Development Corporation
REVENUES, GAINS, AND OTHER SUPPORT						
Monthly Fees	\$ 45,981,819	\$ -	\$ 45,981,819	\$ -	\$ -	\$ -
Amortization of Deferred Revenue from Entrance Fees	20,251,507	-	20,251,507	-	-	-
Health Care Services	20,380,086	-	20,380,086	-	-	-
Contributions	642,244	-	-	642,244	-	-
Investment Income	5,526,239	-	5,583,540	(57,377)	76	-
Resident and Other Services	1,409,308	-	1,409,308	-	-	-
Net Assets Released from Restrictions	253,682	-	38,034	215,648	-	-
Other	170,076	-	-	-	170,076	-
Total Revenues, Gains, and Other Support	94,614,961	-	93,644,294	800,515	170,152	-
EXPENSES						
Administrative and General	10,842,077	-	10,336,856	221,161	153,036	131,024
Marketing	1,622,103	-	1,622,103	-	-	-
Resident and Social Services	4,433,477	-	4,433,477	-	-	-
Environmental Services and Plant Operations	10,015,044	-	10,015,044	-	-	-
Dietary	11,612,840	-	11,612,840	-	-	-
Health and Wellness	26,798,176	-	26,798,176	-	-	-
Resident Assistance, Net	693,999	-	-	693,999	-	-
Other Program Services	627,934	-	-	627,934	-	-
Fundraising - General	99,388	-	-	99,388	-	-
Depreciation	16,323,505	-	16,323,505	-	-	-
Amortization	167,513	-	167,513	-	-	-
Interest	7,238,749	-	7,238,749	-	-	-
Total Expenses	90,474,805	-	88,548,263	1,642,482	153,036	131,024
OPERATING INCOME (LOSS)	4,140,156	-	5,096,031	(841,967)	17,116	(131,024)

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**GOODWIN HOUSE INCORPORATED AND AFFILIATES
CONSOLIDATING STATEMENT OF OPERATIONS AND CHANGES IN NET ASSETS (CONTINUED)
YEAR ENDED SEPTEMBER 30, 2019**

	Consolidated	Eliminations	Goodwin House Incorporated Obligated Group	Goodwin House Foundation	Goodwin House Community Services	Goodwin House Development Corporation
OTHER INCOME (LOSS)						
Other Nonoperating Losses	\$ (173,053)	\$ -	\$ (173,053)	\$ -	\$ -	\$ -
Net Unrealized Gain on Securities	1,071,618	-	913,305	158,313	-	-
Change in Fair Value of Interest Rate Swap	(3,327,248)	-	(3,327,248)	-	-	-
	1,711,473	-	2,509,035	(683,654)	17,116	(131,024)
EXCESS (DEFICIT) OF REVENUE OVER (UNDER) EXPENSES						
OTHER CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS						
Net Unrealized Gain on Debt Obligation Securities	234,796	-	234,796	-	-	-
Goodwin House Alexandria	-	(2,021,762)	-	-	-	2,021,762
Contributed Capital to GHDC	-	-	-	-	-	-
	1,946,269	(2,021,762)	2,743,831	(683,654)	17,116	1,890,738
INCREASE (DECREASE) IN NET ASSETS WITHOUT DONOR RESTRICTIONS						
NET ASSETS WITH DONOR RESTRICTIONS						
Contributions	751,679	-	-	751,679	-	-
Net Assets Released from Restrictions	(253,682)	-	(38,034)	(215,648)	-	-
	497,997	-	(38,034)	536,031	-	-
INCREASE (DECREASE) IN NET ASSETS WITH DONOR RESTRICTIONS						
	\$ 2,444,266	\$ (2,021,762)	\$ 2,705,797	\$ (147,623)	\$ 17,116	\$ 1,890,738

GOODWIN HOUSE INCORPORATED OBLIGATED GROUP
COMBINING STATEMENT OF FINANCIAL POSITION
SEPTEMBER 30, 2019

	Total	Goodwin House Alexandria	Goodwin House Bailey's Crossroads	Goodwin House at Home	Goodwin House Specialized Care
CURRENT ASSETS					
Cash and Cash Equivalents	\$ 10,904,170	\$ 5,097,021	\$ 1,977,173	\$ 894,237	\$ 2,935,739
Current Portion of Assets Limited as to Use	3,262,080	1,609,260	1,652,820	-	-
Resident Accounts Receivable, Net	3,572,860	1,621,750	1,456,842	6,736	487,532
Other Receivables	631,968	631,968	-	-	-
Investments Classified as Trading Securities	108,175,422	38,455,458	69,719,964	-	-
Due from Affiliates	33,417	33,417	-	-	-
Prepaid Expenses and Inventory	887,617	751,102	136,515	-	-
Total Current Assets	<u>127,467,534</u>	<u>48,199,976</u>	<u>74,943,314</u>	<u>900,973</u>	<u>3,423,271</u>
ASSETS LIMITED AS TO USE					
Externally Restricted Under Bond Indenture Agreements (Held by Trustee)	15,130,737	6,930,696	8,200,041	-	-
Less: Amounts Available for Current Liabilities	<u>(3,262,080)</u>	<u>(1,609,260)</u>	<u>(1,652,820)</u>	<u>-</u>	<u>-</u>
Assets Limited as to Use, Net of Current Portion	11,868,657	5,321,436	6,547,221	-	-
INVESTMENTS	45,727,997	26,671,125	12,924,733	3,098,729	3,033,410
PROPERTY AND EQUIPMENT, NET	217,273,260	107,246,889	110,026,371	-	-
FAIR VALUE OF INTEREST RATE SWAP	-	-	-	-	-
OTHER ASSETS					
Investment in Affiliate	<u>22,025,877</u>	<u>22,025,877</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Assets	<u><u>\$ 424,363,325</u></u>	<u><u>\$ 209,465,303</u></u>	<u><u>\$ 204,441,639</u></u>	<u><u>\$ 3,999,702</u></u>	<u><u>\$ 6,456,681</u></u>

**GOODWIN HOUSE INCORPORATED OBLIGATED GROUP
COMBINING STATEMENT OF FINANCIAL POSITION (CONTINUED)
SEPTEMBER 30, 2019**

	Total	Goodwin House Alexandria	Goodwin House Bailey's Crossroads	Goodwin House at Home	Goodwin House Specialized Care
CURRENT LIABILITIES					
Current Portion of Long-Term Debt	\$ 4,645,605	\$ 925,000	\$ 3,720,605	\$ -	\$ -
Accounts Payable	4,333,658	4,324,283	9,375	-	-
Health Care Center Deposits	439,636	200,240	239,396	-	-
Accrued Interest Payable	3,262,080	1,609,260	1,652,820	-	-
Due to Affiliates	21,806,719	21,782,560	24,159	-	-
Other Accrued Expenses	6,326,151	6,326,151	-	-	-
Total Current Liabilities	40,813,849	35,167,494	5,646,355	-	-
LONG-TERM DEBT, Net of Current Portion	186,232,305	76,767,612	109,464,693	-	-
ENTRANCE FEES AND DEPOSITS					
Entrance Fee Deposits	1,268,634	667,812	600,822	-	-
Refundable Entrance Fees	17,247,974	7,454,844	8,972,076	821,054	-
Deferred Revenue from Entrance Fees	131,994,917	63,715,291	64,417,986	3,861,640	-
Total Entrance Fees and Deposits	150,511,525	71,837,947	73,990,884	4,682,694	-
FAIR VALUE OF INTEREST RATE SWAP	371,062	-	371,062	-	-
ASSET RETIREMENT OBLIGATION	210,407	210,407	-	-	-
Total Liabilities	378,139,148	183,983,460	189,472,994	4,682,694	-
NET ASSETS					
Without Donor Restrictions	46,200,070	25,479,213	14,947,168	(682,992)	6,456,681
With Donor Restrictions	24,107	2,630	21,477	-	-
Total Net Assets	46,224,177	25,481,843	14,968,645	(682,992)	6,456,681
Total Liabilities and Net Assets	<u>\$ 424,363,325</u>	<u>\$ 209,465,303</u>	<u>\$ 204,441,639</u>	<u>\$ 3,999,702</u>	<u>\$ 6,456,681</u>

GOODWIN HOUSE INCORPORATED OBLIGATED GROUP
COMBINING STATEMENT OF OPERATIONS AND CHANGES IN NET ASSETS
YEAR ENDED SEPTEMBER 30, 2019

	Total	Goodwin House Alexandria	Goodwin House Bailey's Crossroads	Goodwin House at Home	Goodwin House Specialized Care
REVENUES, GAINS, AND OTHER SUPPORT					
Monthly Fees	\$ 45,981,819	\$ 21,540,017	\$ 23,708,046	\$ 733,756	\$ -
Amortization of Deferred Revenue from Entrance Fees	20,251,507	10,063,706	9,659,534	528,267	-
Health Care Services	20,380,086	5,840,477	5,794,952	-	8,744,657
Investment Income	5,583,540	2,499,361	2,977,267	98,729	8,183
Resident and Other Services	1,409,308	501,424	901,284	6,600	-
Net Assets Released from Restrictions	38,034	37,140	894	-	-
Total Revenues, Gains, and Other Support	93,644,294	40,482,125	43,041,977	1,367,352	8,752,840
EXPENSES					
Administrative and General	10,336,856	4,458,952	4,367,642	1,510,262	-
Marketing	1,622,103	918,116	703,987	-	-
Resident and Social Services	4,433,477	2,078,302	2,355,175	-	-
Environmental Services and Plant Operations	10,015,044	5,072,590	4,942,454	-	-
Dietary	11,612,840	5,077,767	6,535,073	-	-
Health and Wellness	26,798,176	10,426,274	9,306,509	-	7,065,393
Depreciation	16,323,505	8,056,151	8,263,596	3,758	-
Amortization	167,513	-	167,513	-	-
Interest	7,238,749	3,503,734	3,735,015	-	-
Total Expenses	88,548,263	39,591,886	40,376,964	1,514,020	7,065,393
OPERATING INCOME (LOSS)	5,096,031	890,239	2,665,013	(146,668)	1,687,447
OTHER INCOME (LOSS)					
Other Nonoperating Losses	(173,053)	(173,053)	-	-	-
Net Unrealized Gain on Securities	913,305	365,803	547,502	-	-
Change in Fair Value of Interest Rate Swap	(3,327,248)	-	(3,327,248)	-	-
EXCESS OF REVENUE OVER EXPENSES	2,509,035	1,082,989	(114,733)	(146,668)	1,687,447
OTHER CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS					
Net Unrealized Gain on Debt Obligation Securities	234,796	81,196	153,600	-	-
INCREASE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	2,743,831	1,164,185	38,867	(146,668)	1,687,447
NET ASSETS WITH DONOR RESTRICTIONS					
Net Assets Released from Restrictions	(38,034)	(37,140)	(894)	-	-
CHANGE IN NET ASSETS	<u>\$ 2,705,797</u>	<u>\$ 1,127,045</u>	<u>\$ 37,973</u>	<u>\$ (146,668)</u>	<u>\$ 1,687,447</u>

GOODWIN HOUSE INCORPORATED OBLIGATED GROUP
STATEMENT OF CASH FLOWS
YEAR ENDED SEPTEMBER 30, 2019

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in Net Assets	\$ 2,705,797
Adjustments to Reconcile Change in Net Assets to Net Cash	
Provided by Operating Activities:	
Amortization of Deferred Revenue from Entrance Fees	(20,251,507)
Loss on Fair Value of Interest Rate Swap Agreement	3,327,248
Depreciation	16,323,505
Amortization of Deferred Financing Costs	56,532
Amortization of Bond Discount/Premium, Net	(484,920)
Provision for Bad Debt	114,529
Proceeds from Entrance Fees, Net of Refunds	21,509,770
Net Unrealized Gain on Investments	(1,148,101)
Realized Gain on Sales of Investments	(1,832,298)
Change in the Equity Value of Investments in Limited Partnerships	(375,533)
(Increase) Decrease in Assets:	
Accounts Receivable	(949,001)
Other Receivables and Entrance Fees Receivable	101,182
Prepaid Expenses and Inventory	482,770
Due from Affiliates and Investment in Affiliates, Net of Due to Affiliates	(167,288)
Increase (Decrease) in Liabilities:	
Accounts Payable	(1,648,876)
Health Care Center Deposits	49,401
Accrued Interest	(33,529)
Other Accrued Expenses	222,360
Net Cash Provided by Operating Activities	<u>18,002,041</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Net Purchases of Investments	(5,095,445)
Increase in Assets Limited as to Use	(464,483)
Purchases of Property and Equipment and Construction in Progress	<u>(14,713,628)</u>
Net Cash Used by Investing Activities	(20,273,556)
CASH FLOWS FROM FINANCING ACTIVITIES	
Entrance Fee Deposits	173,963
Principal Payments on Long-Term Debt	<u>(4,540,132)</u>
Net Cash Used by Financing Activities	<u>(4,366,169)</u>
NET DECREASE IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH	(6,637,684)
Cash, Cash Equivalents, and Restricted Cash - Beginning of Year	<u>22,233,611</u>
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH - END OF YEAR	<u><u>\$ 15,595,927</u></u>

**Goodwin House Incorporated
Disclosure Statement
for
Goodwin House at Home**

**As Submitted to
the Commonwealth of Virginia
State Corporation Commission
Bureau of Insurance
January 31, 2021**

**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.**