

N. Interpretation of Agreement

No amendment of this Agreement will be valid unless executed in writing by both You and Us.

The invalidity of any restriction, condition or other provision of this Agreement will not impair or affect in any way the validity or enforceability of the remainder of this Agreement. This Agreement will be interpreted according to the laws of the State of Connecticut.

O. Counterparts

This Agreement may be executed in counterparts.

Executed at West Hartford, Connecticut on this _____ day
of _____, 20 ____ .

RESIDENT(S):

THE PROVIDER:

McAuley Center, Inc.
a Connecticut not-for-profit
corporation.

(Signature)

By: _____
Its Administrator

(Printed Name)

(Signature)

(Printed Name)

Summary of Key Information Contained in this Residency Agreement

Resident Name(s):

Contract Type: _____ Modified Agreement (100% Refund)

Occupancy Date: _____

Unit Number: _____ Unit Type: _____

Entrance Fee Amount: _____

Monthly Service Fee: First Person: _____

 Second Person: _____

EXHIBIT 1 (Internal Transfers and Guidelines)

1. Policy Statement

- A. All residents choose their independent living unit prior to occupancy. Once the resident occupies the living unit, the applicable unit is considered the resident's primary residence. From time to time, and in consideration of a number of factors, it may be necessary for the resident to move to a different independent living unit. Any internal transfer from the primary residence to another living unit at The McAuley is subject to the Internal Transfer Guidelines.
- B. Current residents who desire to change units and make these requests are also placed on a waiting list. In this case, the name is placed in the last position for the living unit type requested.
- C. In certain circumstances, a current resident of The McAuley may request a living unit change for financial or medical reasons. In this case, The McAuley will give priority placement on the applicable waiting list. Priority consideration means that the current resident will be placed in the first position on the waiting list.

2. Internal Transfer Procedure

There are four (4) possible scenarios with respect to an internal transfer of living units. The following guidelines apply to these specific unit transfers.

A. Pre-Arranged Move (Prior to Move-In) to a Different Living Unit

1. In certain circumstances, a resident may elect to move to The McAuley and into an available living unit, even if that unit is not the resident's choice.
2. In this situation, The McAuley and the resident will enter into an Addendum as part of the Residency Agreement. The Addendum will specify that the resident is entitled to move into an alternative unit and will specify the details of this relocation. In this situation, the resident will be given priority placement on the applicable living unit wait list. All moving expenses are the responsibility of the resident.

B. Planned Move (After Move-In) to a Different Living Unit

1. In certain circumstances, a resident will select a living unit and, once residing in that unit, will desire to relocate to another living unit. For example, a resident chooses a living unit with a view of the parking lot and then decides that a view of the University of Saint Joseph would be more appealing.
2. In this situation, the resident must notify the Sales Department of the desire to change living units. The resident's request will be noted on the applicable waiting list for the unit desired. At that time, the resident's name will be placed in the last position on the applicable wait list.
3. In the event that a unit comes available and the resident selects this unit, the resident will be required to pay the current entrance fee for that living unit. The resident's original entrance fee will be applied to the entrance fee for the new living unit. In the event that the new

entrance fee is less than the original entrance fee, no entrance refund will be provided to the resident. The Resident must also be aware that a change in monthly fees may also apply as a result of a living unit transfer. All moving expenses are the responsibility of the resident.

C. Required Move (after Move-In) to a Smaller Living Unit for Financial Reasons

1. In certain instances, due to a loss of financial means, it may become necessary to relocate to a smaller living unit.
2. In this situation, the resident must send a written request to relocate to the Executive Director. The letter should request the living unit change and should note the size living unit that the resident is requesting. The Executive Director will review the request and meet with the resident to review his/her financial position. After due consideration, if the request is approved, the resident will be given priority placement on the applicable unit wait list. At the time that the resident relocates to the smaller unit, the resident's monthly fee will be adjusted. The original entrance fee will not be adjusted. All moving expenses will be the responsibility of the resident.
3. If the resident's request is not approved, the resident's name will be placed on the unit wait list in the last position. At the time that the resident relocates to the smaller unit, the resident's monthly fee will be adjusted. The original entrance fee will not be adjusted. All moving expenses will be the responsibility of the resident.

D. Required Move (after Move-In) to a Different Living Unit for Medical Reasons

1. In certain instances, due to a change in resident's medical status, it may become necessary for the resident to relocate to a different living unit.
2. In this situation, the resident must send a written request to relocate to the Executive Director. The letter should request the living unit change and should note the location of the unit that the resident is requesting.
3. The Executive Director will review the request and meet with the representatives of The McAuley to review the resident's change in medical status and the relocation request. After due consideration, if the resident's request is approved, the resident will be given priority placement on the applicable unit wait list. At the time that the resident relocates to a different living unit, the resident's monthly fee will be adjusted. If the resident relocates to a larger living unit, the resident's monthly fee will be adjusted. Further, if the resident relocates to a larger living unit, the resident will be required to pay the current entrance fee for that living unit. The resident's original entrance fee will be applied to the entrance fee for the new living unit. In the event that the new entrance fee is less than the original entrance fee, no entrance fee will be provided to the resident. All moving expenses will be the responsibility of the resident.
4. If the resident's request is not approved, the resident's name will be placed on the unit wait list in the last position. At the time that the resident relocates to the smaller unit, the resident's monthly fee will be adjusted. The resident's original entrance fee will be applied to the

entrance fee for the new living unit. In the event that the new entrance fee is less than the original entrance fee, no entrance fee will be provided to the resident. All moving expenses will be the responsibility of the resident.



THE McAULEY

PART OF THE MERCY COMMUNITY†

RESIDENCY AGREEMENT ASSISTED LIVING

275 Steele Road, West Hartford, CT 06117-2716
Telephone 860.920.6319 FAX 860.232.4077

THE McAULEY ASSISTED LIVING RESIDENCY AGREEMENT

This Residency Agreement (the “Agreement”) is entered into this _____ day of _____ between McAuley Center, Incorporated, a Connecticut non-stock corporation (or “The McAuley” or “Us”), and _____, (“You”) or _____ (“Designated Representative”).

This Agreement applies to Apartment _____: a _____ bedroom Apartment. If more than one person is signing this Residency Agreement, “You” or “Your” refers to each of you individually and both of you together.”

PREAMBLE

The McAuley, a non-profit, tax-exempt corporation, is a Life Plan Community sponsored by Trinity Health Senior Communities, managed by Mercy Community Health, and is part of Trinity Health. It is located at 275 Steele Road, West Hartford, Connecticut. The McAuley is registered as a Managed Retirement Community (“MRC”) in Connecticut.

This Residency Agreement applies to your rental of an apartment in The McAuley and sets forth Your Obligations as a resident of The McAuley.

ARTICLE I ACCOMMODATIONS

A. Apartment

You will occupy the Apartment number identified in Exhibit 1 of this Residency Agreement (the “Apartment”). You may move into the Apartment as of the occupancy date listed in Exhibit 1 (“the Occupancy Date”).

If the Apartment is for double occupancy, You acknowledge that You have chosen and consented to a double occupancy apartment. If You prefer a single occupancy Apartment and notify Us in writing of this preference, Your name will be placed on a waiting list, in order of receipt of notice, to fill future vacancies in Our single occupancy apartments.

B. Furnishings Provided

Your Apartment will be furnished with a private bathroom and full kitchen. You are responsible for all other furnishings, and You may furnish and decorate Your Apartment according to Your own individual tastes and preferences as long as You do not interfere with Our safety standards. Please refer to the Resident Handbook for more information.

C. Emergency Response

Your Apartment will include a 24-hour emergency call system, which includes individual smoke detectors and a sprinkler system. It also will be equipped with one or more emergency pull cords to alert staff to any emergencies that may arise. We will provide 24-hour staffing at the Abbeylax concierge desk. The staff will provide emergency response to the emergency call system, including obtaining emergency medical assistance and notification of

Your Designated Representative or other designated family member(s) and personal physician. The costs associated with any and all types of medical treatment including emergency medical assistance, will be borne by You or Your insurer and are not included in the Rental Fee set forth in Exhibit 1.

D. Utilities

All utility expenses, except cable TV, internet and telephone charges are included in the monthly fee.

E. Parking

Parking is available outside The McAuley building in assigned parking spaces.

F. Common Facilities

As a resident of The McAuley, You are welcome to share, with all other residents, access to all common areas.

G. Core Services

In addition to the accommodations and access to common areas, Your Rental Fee also includes the following “core services”

1. Meals

We provide three nutritionally well-balanced meals per day served at designated hours in the assisted living community dining room. If You are away from The McAuley for fourteen (14) or more consecutive days due to an admission into an acute care setting, a rehabilitation stay or a temporary stay in a skilled nursing facility, You may apply for a meal credit. Meal credits are not available if You choose to dine out or are absent from The McAuley for fewer than fourteen (14) consecutive days. Take-out meals are available for an additional

charge if You are unable to come to the dining room. You may invite guests for meals, at an additional charge, on a space - available basis, provided You make reservations in advance.

2. Transportation

Scheduled transportation services to local shopping, banking, medical appointments and religious services.

3. Housekeeping

We will provide weekly basic housekeeping services. In addition, We will provide a thorough, heavy-duty cleaning once per year. You can arrange for additional or more frequent housekeeping services for an additional charge.

4. Maintenance

We will do any routine repairs and chore services for routine domestic tasks in Your Apartment. We will take care of all grounds keeping and exterior maintenance, including landscaping, snow removal from sidewalks and parking areas, painting, exterior window cleaning, and regularly scheduled rubbish removal from designated locations. You will securely wrap all rubbish and garbage and shall regularly take all rubbish and garbage to containers provided by Us at designated locations.

5. Laundry

We will provide and launder bed and bath linens (towels and sheets) on a weekly basis. If required more frequently, an additional charge will apply. You are free to use our laundry facilities with or without

assistance. Personal laundry service may be included in the one hour per day of assistance. If additional assistance is required, an additional fee will apply.

6. Social and Recreational Activities

Our staff will arrange for a variety of social and recreational activities.

H. Assisted Living Services and Other Health Care Services

You may receive up to one hour per day of personal care provided by a Certified Nursing Assistant. The hour of personal care will be delivered in intervals of time after the care plan has been completed and agreed on by You and the Supervisor of Assisted Living. Other assisted living services are available to You from the ALSA at an additional cost. You will need to execute a separate agreement for the provision of assisted living services (the “Agreement for Assisted Living Services”).

In the event that You wish to employ outside caregivers, companions, private duty aides or other personnel to provide services to You, You must notify the Director of Health and Wellness prior to obtaining any these services. These outside caregivers, companions, private duty aides or other personnel must comply with the personnel policies, and the rules and regulations set forth by The McAuley and The Mercy Community.

I. Additional Charges

Additional charges for items and services not included in Your Rental Fee are listed in your Resident Handbook.

ARTICLE II FINANCIAL ARRANGEMENTS

A. Rental Fee

Upon occupancy, We will issue monthly statements to You by the tenth of each month requiring payment of the Monthly Rental Fee plus fees for any Optional Services defined in Article I Section I.

B. Rate Changes

The amount of the Monthly Service Fee is Your share of our estimated monthly cost to operate The McAuley. The Monthly Service Fee may be adjusted from time to time, at our discretion, upon sixty (60) days written notice to You, to reflect changes in those costs. We will limit such adjustments to amounts necessary to maintain the financial stability of The McAuley. You agree to pay the adjusted Monthly Service Fee.

C. Payment Schedule

Prior to or on the Occupancy Date, You shall pay Us an amount equal to one month's Rental Fee. This advance payment shall be prorated accordingly, and the residual amount will be credited to the following month's Rental Fee. If You have paid a reservation fee, that fee has been applied to the first month's Rental Fee. Thereafter the Rental Fee shall be due 10 days from receipt of the monthly statement.

D. Late Payment Charge

Payment will be due within ten (10) days of receipt of the monthly statement. Any outstanding amounts owed to us ten (10) days after the due date will be charged a late fee of one and one half percent (1.5%) per month until the amount owed is paid in full. If You fail to pay the amounts charged under

the terms of the Agreement and We must refer the account to an attorney or collection agency, You agree to pay all charges, expenses, court costs and attorney's fees incurred by Us, not to exceed any lawful limits.

E. Fees in the Event of an Apartment Hold

If You temporarily transfer to another facility or are otherwise away from Your Apartment for medical reasons (e.g., temporary hospitalization), We will hold Your Apartment for Your return, as described in Article VI, paragraph I.

1. Single Occupancy

If you do not return for up to fourteen (14) consecutive days, you will continue to be responsible for the Rental Fee. After the fourteenth (14th) day, You will be responsible for the Rental Fee; however, You may request a meal credit for the time away in excess of fourteen (14) days.

2. Double Occupancy

If two persons occupy Your Apartment and one of You is permanently transferred to another facility, Your Rental Fee will be adjusted to reflect single occupancy.

F. Refunds

- 1.** If this Agreement is terminated at any time on or after the Occupancy Date, We will refund any payments to which You are entitled within thirty (30) days of the last day of the month in which this Agreement is terminated. In no case, however, will a refund be made before Your Apartment is vacated in the event this Residency Agreement is

terminated or before You have settled any outstanding bills for services rendered or arranged through Us.

2. If You die, or are prevented by a medical or cognitive change in Your health from occupying the Apartment prior to the Occupancy Date, We will refund the first month's Rental Fee and the Security Deposit, provided that We receive written notice of death or significant change in health on or before the Occupancy Date. Refunds will be made within 30 days of Our receipt of the required written notice.
3. In the event that You terminate this Agreement before the Occupancy Date for any reason other than death or significant change in health, We will refund the first month's Rental Fee and the Security Deposit, less a charge of \$1000.00, provided that You give written notice of termination no later than 10 days prior to the Occupancy Date. This \$1000.00 charge is intended to compensate Us for the inability to market the Unit during the time it has been reserved for You, for costs associated with remarketing the Apartment and processing costs.
4. In the event of Your death, We shall return any applicable refund to Your estate, or as otherwise required by law.
5. If We discontinue operations, any advance payments for services that You have not received shall be refunded to You within thirty (30) days of closure, whether or not such refund is requested.

G. Security Deposit

Upon signing this Residency Agreement, You agree to deposit with Us the sum of \$_____ (the "Security Deposit") as security for performance

of Your obligations under the Residency Agreement. The Security Deposit equals one month's Rental Fee. Within thirty (30) days after termination of the Residency Agreement, We will return the Security Deposit with interest to You after deducting any outstanding fees or charges in accordance with Connecticut law. We may deduct from Your Security Deposit the cost of any repairs or replacements required in connection with any damage, beyond normal wear and tear, which We determine in Our sole discretion to be Your responsibility. In no event may You apply the Security Deposit to the last month's rental.

H. Financial Requirements for Residency and Notification of Exhausted Assets

We will review Your financial status at least yearly. To assist Us in Our review, You agree, upon request, to update the financial disclosure form that You submitted for admission to Us. You agree to make all reasonable efforts to conserve Your financial resources to enable You to meet Your financial obligations under this Residency Agreement.

You further agree to notify Us at such time as You have spent down income and assets so that You have funds available for only six (6) months of the Rental Fee. You further agree not to impair Your ability to meet these obligations. In addition, You agree not to transfer assets or income, other than for ordinary living expenses, so as to impair Your eventual eligibility for benefits under Title XIX of the Social Security Act (Medicaid) in the event You require skilled nursing services. If You are unsure whether a contemplated transaction will place You in jeopardy of violating this Residency Agreement, contact Us for assistance.

ARTICLE III YOUR RIGHTS AND OBLIGATIONS

A. Monthly Rental Charges

You will pay the Rental Fee and all other charges in accordance with this Residency Agreement.

B. Maintenance of the Apartment

You will maintain the Apartment in a clean, sanitary and orderly condition. We reserve the right to determine in Our sole discretion whether You are complying with this obligation.

C. Damage

You will reimburse Us for the repair or replacement of fixtures (including carpeting) if Your Apartment is damaged beyond normal wear and tear. In addition, You agree to reimburse Us for any loss or damage to Our real or personal property (whether located within Your Apartment or not) caused either intentionally or negligently by You or by Your guest or invitees.

D. Alterations; Waste

You may not cause or permit any alterations, additions or changes to any part of Your Apartment without first obtaining Our written consent. All such alterations, additions or changes shall be at Your expense and shall become Our property. If You alter Your Apartment, You must return it to its original condition at Your expense, or pay for the labor required to have it done prior to terminating this Residency Agreement.

E. Subletting; Assignment

You may not sublet the Apartment or any part of the Apartment or assign this Agreement to any party.

F. Designation of Family Members and Physician

You will provide Us with the name(s), including address and telephone number of one or more designated family members to be contacted in an emergency and to be consulted regarding any need for assisted living or other health services (with Your consent) and with the name, address and telephone number of Your primary care physician.

G. Pets

You may maintain a small and orderly pet upon the written approval of and on terms and special conditions prescribed by Us. You will be responsible for ensuring that any pet is properly cared for and that Your pet does not create any disturbance or otherwise constitute a nuisance. You agree to comply with Our “Pet Policy,” which is published in the *Resident Handbook*.

H. Guests

You may invite guests to The McAuley. Guest accommodations are available in a guest apartment, on a first come, first served, prior reservation basis. We will charge a daily guest room rate. A “guest” is anyone staying overnight who has not signed this Residency Agreement. If You wish to have a guest stay in Your Apartment, You may do so provided You obtain Our prior approval. A guest’s stay in Your Apartment is limited to a total of fourteen (14) days within any six (6) month period. All guests are subject to Our rules and regulations and have no rights under this Residency Agreement. Guests are not permitted to stay in your apartment while you are away on vacation. Exceptions may be

made during your hospitalization or short term rehab stay, with the discretion and approval of the Executive Director.

I. Right to Occupancy and Use

You (and the person sharing the Apartment, if applicable) have the exclusive right to occupy the Apartment. You have the non-exclusive right to use community areas together with all other persons entitled to use such areas, including but not limited to all other Residents, guests, and Our employees and agents.

J. Services

You will have access to all services described in Article I. It is expressly agreed and understood that some services and programs, including transportation and recreational and social programs, may be accessed only on a space-available or first come, first served basis.

K. Community Rules and Regulations

We have established certain rules and regulations for the proper management and operation of the community and the health, safety and comfort of the residents. These rules and regulations are contained in the *Resident Handbook* which is incorporated into and made part of the Agreement. You agree to observe and abide by these rules and regulations. We reserve the right to modify the rules and regulations at any time. By signing this Residency Agreement, You acknowledge that You have received a copy of Our *Resident Handbook*.

L. Appropriateness

You acknowledge and agree that the Apartment is appropriate for occupancy

by persons who can live independently, if necessary with assistance from our an Assisted Living Services Agency, Home Health Agency or other qualified provider, but that the Apartment is not appropriate for occupancy by persons who need 24-hour skilled nursing care or whose physical, mental or psychological condition otherwise results in their inability to live appropriately in a residential setting. You agree that You will vacate the Apartment upon 30 days' notice, or lesser notice if an emergency exists, if it is determined by Us in Our sole discretion that Your physical, mental, or psychological condition is no longer appropriate for continued residency in the Apartment.

M. Property Interest

This Residency Agreement shall give You no property rights to The McAuley or any of Our assets. In addition, You shall have no right to any of Our personal property, including any of its furnishings and fixtures in Your Apartment and in common areas.

N. Miscellaneous

You will not make or permit any loud or disturbing noises; cause odors or disturbances; place foreign matter in toilets or sinks; obstruct or permit to be obstructed sidewalks, driveways, walkways, hallways or parking areas; cause any damage to the exterior of the residence; store flammable materials; leave rubbish or personal articles in hallways, common areas, or the exterior premises or grounds; install exterior antennas or aerials without Our consent; park cars in areas other than as designated by Us; change or add locks except with Our written consent; use the Apartment or the community areas other than for residential and usual and customary social and recreational purposes or in any manner that is offensive, improper, or contrary to any law or ordinance or in violation of The Residents' Handbook; or default under the

terms of Your Agreement for the Provision of Assisted Living Services.

O. Bill of Rights You are entitled to all of the rights set for the in the Managed Residential Community Residents' Bill of Rights.

ARTICLE IV THE McAULEY'S RIGHTS AND OBLIGATIONS

A. The Apartment, Facilities and Services

We will provide and maintain the Apartment, facilities and services as described in Article I.

B. Maintenance

We will maintain the building, community areas, heating and air conditioning, electrical, plumbing, and septic system in good and reasonable operating condition and shall maintain the exterior premises and grounds in good and reasonable repair.

C. Right of Entry

Our employees or agents may enter Your Apartment at reasonable times with your consent, which consent shall not unreasonably be withheld, in order to provide services to You, to perform building inspection and maintenance functions and otherwise to carry out Our obligations under this Residency Agreement. Our employees and agents may enter Your Apartment at any time when responding to the medical alert system, fire alert system or other emergency as determined by Us at Our discretion.

D. Emergency Medical Care

In an emergency, the existence of which shall be determined by Us in Our sole discretion, We have the right to arrange for Your immediate emergency medical treatment by an emergency medical service or other licensed health care provider or professional as needed, at Your sole expense. We will notify Your designated family member and physician as soon as practical thereafter.

**ARTICLE V
GENERAL CONDITIONS****A. Damage to Personal Property**

You are responsible, at Your discretion, for providing all personal property and liability insurance for You, Your property and Your guests. Except when Our staff are negligently or intentionally at fault, We shall not be responsible for, and Our insurance will not protect You against, personal liability for injury to guests or other persons in Your Apartment or any loss or damage to Your personal property from theft, fire or other cause. In the event that You or Your personal property shall suffer any injury or damage as the result of the act of a third party or parties, We shall be subrogated to Your claims for all expenses We may incur arising from such injury or damage, and We may take all steps necessary in Your name or otherwise to enforce payment of such expenses by the person(s) responsible or their insurer(s).

B. Lessor's Covenants

We covenant that We have the right to enter into this Agreement and that, upon Your payment of the Rental Fee and keeping the promises made in this Agreement, You have the right to undisturbed occupancy of the Apartment

for the term of this Agreement, all in accordance with the terms of this Agreement.

C. Casualty; Condemnation

In the event that damage to the Apartment or building by fire, the elements, unavoidable accident or other casualty (“casualty”) causes the Apartment to be unfit for occupancy, We in Our sole discretion shall determine whether the damage is so substantial that repairs and restoration are not feasible or whether the Apartment and building shall be repaired and restored. If We determine that repair and restoration are not feasible, You will be offered occupancy of any other available Unit at the usual and customary monthly rental fee for that Unit, and that Unit shall constitute the “Apartment”. If You elect not to occupy the offered Unit or if no Unit is available, this Agreement shall terminate pursuant to the provisions of Article VI, Paragraph F. If We determine that repairs and restoration will be made, You will be offered any other available Unit and this Agreement shall remain in full force and effect. If no other Apartment is available, the Rental Fee set forth in Exhibit I of this Agreement shall be suspended until the Apartment is restored and available for occupancy. In the event of a casualty affecting the community areas, which may result in Your inability to use the community areas or a portion of the building but not Your Apartment, there shall be no reduction in the Rental Fee as long as the Apartment is suitable for occupancy; provided, however, that We will cause the community areas to be restored at the earliest practical date.

In the event of a condemnation or taking of the Apartment or the building containing the Apartment, which renders the Apartment or the community areas unusable by You, this Agreement shall terminate pursuant to the provisions of Article VI, Paragraph F.

ARTICLE VI TERM AND TERMINATION

A. Effective Date; Term: Renewal

This Residency Agreement is effective upon execution by all parties (the “Effective Date”); provided, however, that Your obligation to pay the Rental Fee and Our obligation to provide services pursuant to this Residency Agreement shall not become effective until the Occupancy Date.

The initial term of this Residency Agreement shall be from the Effective Date until one month from the Occupancy Date and shall automatically renew and continue on a month to month basis thereafter unless terminated sooner as set forth herein.

B. Termination by Resident

1. Termination Prior to the Occupancy Date

You may terminate this Agreement before the Occupancy Date by providing prior written notice to Us.

2. Termination On or After the Occupancy Date

You may terminate this Agreement on or after the Occupancy Date as of the last day of the initial term or the last day of any succeeding one-month term, provided that You give Us thirty (30) days prior written notice of intent not to renew the Agreement. If You fail to provide thirty (30) days prior written notice to Us, You will be responsible for paying the daily rate for the difference between the termination date and the full 30-day notice period. For example, if

We receive notice from You on the 24th day of the month (*i.e.*, You provide only seven (7) days' notice of termination) You will be responsible for the daily charges for an additional twenty three (23) days. Notwithstanding the foregoing, this notice of termination requirement shall be waived in the event of Your death.

C. Termination by The McAuley

We may terminate this Residency Agreement at any time with or without cause upon thirty (30) days' prior written notice delivered to You and to Your designated representative signing this Residency Agreement on Your behalf. Our policy is to terminate a Residency Agreement, in Our sole discretion in the event of:

1. Failure to perform Your obligations under this Agreement, including Your obligation to pay the Rental Fee and other charges on a timely basis and failure to conserve appropriately Your financial resources, as defined in Article II, Paragraph H above;
2. Failure to abide by Our rules and regulations, including conduct by You that, in Our judgment, is detrimental to the health, safety, comfort or peaceful living of any of the other residents or staff;
3. Your refusal of treatment or care, or refusal to be transferred to an appropriate facility to receive treatment or care that in the opinion of the Our staff, is medically required for Your physical or mental health or for the health and safety of other residents and staff;

4. Material misstatements or failure to state a material fact in Your application, financial disclosure statement, or health history statement filed with Us.
5. Permanent transfer to another public or private institution for medical reasons when it is determined that We do not have adequate facilities or staff to provide medical services needed by You or that Your continued occupancy of Your Apartment constitutes a danger to other residents or to Yourself, or is detrimental to the peace or health of other residents.

We may terminate this Residency Agreement sooner than thirty (30) days if in Our sole discretion We determine that such an earlier termination is necessary for Your welfare, or because the health, safety and peaceful living of other residents is in jeopardy.

D. Termination by Reason of Death

1. Sole Occupant

In the event of Your death, if You are the sole occupant of Your Apartment, this Residency Agreement will be deemed terminated thirty (30) days following Your death.

2. Surviving Spouse or Roommate

In the event of Your death, if Your spouse or roommate remains in the Apartment, the Rental Fee will be adjusted appropriately to reflect a single occupant. (“Roommate” means the person who signed the Residency Agreement with You.) The Security Deposit will not be returned at this time.

E. Termination by Reason of Separation or Divorce

If You are married and are living in a double occupancy and You become separated or divorced, or in the case of any other double occupancy and You no longer desire to live in a double occupancy apartment at The McAuley, You have three options under this Agreement:

1. Both residents may remain at The McAuley in separate apartments. Each will be responsible for the appropriate Rental Fee for his or her apartment, and each must sign a new Residency Agreement with a Security Deposit for the second apartment. If the original apartment is retained, the Residency Agreement for that apartment will be amended to show a single occupant.
2. If one resident desires to leave The McAuley, and the other resident chooses to remain in the original apartment, the Residency Agreement for that apartment will be amended to show a single occupant.
3. If both residents choose to terminate their residency at The McAuley, the normal termination and refund provisions will apply.

F. Termination by Casualty or Condemnation

If this Agreement is terminated due to casualty or condemnation as provided in Article V, Paragraph C, this Agreement shall terminate as of the date of casualty or the condemnation becomes effective.

G. Release of Residence

The termination of Your Residency Agreement shall entitle Us to release for other occupancy the living accommodations provided to You.

H. Vacating Apartment and Removal of Personal Property

1. Upon termination of this Residency Agreement for whatever reason, You agree that You, Your designated representative or estate shall vacate and remove all Your personal property from the Apartment on or before the termination date. If Your personal property is not removed on or before the termination date, We shall continue to assess, and You or Your designated representative will be required to pay, the Rental Fee on a prorated basis until the personal property is removed from the Apartment, except as provided in subsection 2 below. Subject to and in compliance with State law, if Your personal property is not removed within fourteen (14) days of termination of this Residency Agreement, We will remove the personal property from Your Apartment and place it in storage. You agree that You or Your estate will be responsible for all moving and storage costs.
2. Notwithstanding anything to the contrary in subsection 1 above, in the event this Residency Agreement is terminated by reason of Your death, Your estate or family will only be responsible for payment to Us for a period of time not to exceed fifteen (15) days following the date of death as long as Your unit has been vacated.

I. Apartment Hold

In the event You are temporarily absent from The McAuley for any reason, including for medical reasons such as transfer to another facility or hospitalization, We will continue to hold Your Apartment for Your return until

You or Your designated representative terminates this Residency Agreement in accordance with Article VI, Paragraph B.2, or We determine that Your placement at another facility has become permanent and We terminate this Residency Agreement in accordance with Article VI, Paragraph C.5. Your payment obligations in the event of an apartment hold are described in Article II, paragraph F above.

J. Our Rights upon Termination

Upon termination of this Agreement, except to the extent specifically set forth herein, each party's rights and obligations pursuant to this Agreement shall cease; provided, however, that nothing in this Section shall limit Our rights as to any sums due from You or Your Estate or because of Your failure to perform Your obligations prior to the date of termination.

**ARTICLE VII
MISCELLANEOUS**

A. Policy of Nondiscrimination We consider all applications for residency without regard to race, creed, color, religion, sex, national origin, ancestry, disability, marital and familial status and lawful source of income and We afford equal treatment and access to services to all residents.

B. Accuracy of Application

The Application that You submitted to Us, which includes health and financial assessments, is incorporated by reference into and made an express part of this Residency Agreement. You warrant that all information contained in these documents is true and correct, and You understand that We have relied upon this information in accepting You for residency.

C. Notices

1. Notices to Us shall be sent by certified mail, return receipt requested to the following address:

The McAuley Center, Inc.
275 Steele Road
West Hartford, Connecticut 06117
Attn.: Executive Director

2. Notices to You will be hand-delivered or sent by certified mail, return receipt requested, to You at Your Apartment or, if You have temporarily or permanently ceased to occupy the Apartment, to Your last known address, and any legal representative signing this Residency Agreement on Your behalf at the following address:

Designated Representative: _____

D. Assignment by Us

This Residency Agreement shall inure to the benefit of and be binding on Us and Our successors and assigns. Nothing contained herein shall in any manner restrict Our right to assign or encumber this Residency Agreement in Our sole discretion.

E. Heirs, Executors and Administrators

This Residency Agreement shall be binding on Your Estate and Your heirs, executors and administrators.

F. Entire Agreement; Modification

This Residency Agreement, plus all exhibits and application materials, and, if applicable, Your Agreement For Provision of Assisted Living Services contain the entire understanding of the parties. This Residency Agreement may not be modified except in a writing signed by all parties.

G. Attorney's Fees and Costs

If We take legal action to enforce the terms of this Residency Agreement, We are entitled to recover reasonable attorney's fees and costs of any such action to the extent permitted by applicable law.

H. Governing Law

This Residency Agreement shall be construed in accordance with the laws of the State of Connecticut. In addition, We will comply with all municipal, state and federal laws and regulations regarding consumer protection and protection from financial exploitation. We will afford You all rights and privileges under landlord tenant law, title 47a of the Connecticut General Statutes.

I. Severability If any provisions of this Residency Agreement should be found to be unenforceable, all other provisions of this Residency Agreement shall remain in full force and effect and shall not be affected by any such finding. Our failure to insist on strict compliance with one or more of the terms of this Residency Agreement in any particular instance shall not constitute and shall not be construed as a waiver of Our rights regarding any of the terms of this Residency Agreement in any other instance or generally.

J. Duplicate Originals This Residency Agreement may be executed in counterparts each of which shall be deemed to be an original document, and all of which shall constitute a single document.

K. Grievance Procedure Resident may present a formal complaint about any alleged violation of the Residency Agreement. The complaint must be submitted in writing and delivered to the Executive Director at the following address:

The McAuley Center, Inc.,
275 Steele Road
West Hartford, CT, 06117
Attn.: Executive Director.

Upon receipt of a formal written complaint, The Executive Director or designee will respond in writing after conducting an investigation within seven (7) business days. If Resident is not satisfied with the response, Resident may appeal the decision to the President of Trinity Health of New England Senior Communities. This appeal must be made in writing and delivered to the President at the following address:

The McAuley Center, Inc.
275 Steele Road
West Hartford, CT 06117
Attn.: President, Trinity Health of New England Senior Communities

Under no circumstances will The McAuley, its Executive Director or the President or any other agent allow or permit retaliation against a Resident who has filed a complaint.

L. Smoking Policy The McAuley is a smoke-free campus; therefore, smoking is prohibited. This applies to all areas in The McAuley, including but not limited to: The McAuley vehicles, resident apartments, apartment balconies, the front entrances to each building, all dining areas, meeting rooms, activity areas and all corridors. This prohibition applies to everyone, including all residents, family members, overnight guests, visitors, and private duty assistants.

YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THIS RESIDENCY AGREEMENT AND HAVE RECEIVED A DUPLICATE ORIGINAL OF THIS RESIDENCY AGREEMENT.

WITNESS

The McAuley Center, Inc.

By: _____
Its Authorized Representative

Date: _____

WITNESS

RESIDENT

(Name Printed)

Date: _____

WITNESS

DESIGNATED REPRESENTATIVE

(Name Printed)

Date: _____

WITNESS

RESIDENT

(Name Printed)

Date: _____

WITNESS

DESIGNATED REPRESENTATIVE

(Name Printed)

Date: _____

The undersigned, who is related to the Resident in the following capacity
_____ and will benefit from our entering
into the above Residency Agreement, guarantees the prompt payment and
performance of the Resident's obligations under the Residency Agreement.

Witness

Guarantor

Date

EXHIBIT 1 YOUR APARTMENT AND YOUR FEES

Names(s) of Resident(s)

Apartment# _____ Occupancy Date: _____

Rental Fee:* \$ _____

(Prorated daily rate: \$ _____)

Second Rental Fee: \$ _____

(Prorated daily rate: \$ _____)

TOTAL RENTAL FEE:

(As of Occupancy Date) _____

* Fees are subject to change. You will be given at least thirty (30) days written notice of any change in fees.

EXHIBIT 2
AGREEMENT FOR THE PROVISION
OF ASSISTED LIVING SERVICES

THIS ASSISTED LIVING SERVICES AGREEMENT (the “Agreement”) is made and entered into by and between:

1. This Assisted Living Agreement (the “Agreement”) is entered into this ____ day of _____ between McAuley Center, Incorporated, a Connecticut nonstock corporation (or “The McAuley” or “Us”), and

2. _____ (“You”) or

_____ (“Designated Representative”).

PREAMBLE

The McAuley, a non-profit, tax-exempt corporation, is a Life Plan Community sponsored by Trinity Health Senior Communities, managed by Mercy Community Health, and is part of Trinity Health. It is located at 275 Steele Road, West Hartford, Connecticut. The McAuley is registered as a Managed Retirement Community (“MRC”) in Connecticut.

This Residency Agreement applies to your rental of an apartment in The McAuley and sets forth Your Obligations as a resident of The McAuley.

1. Criteria for Admission to the ALSA

In order to be admitted to the ALSA, You must meet the following criteria:

- A. You must need assistance with activities of daily living and/or nursing care and services.

- B. A licensed physician or other health care practitioner with applicable statutory authority must certify upon admission and annually thereafter that Your physical and mental health, and/or cognitive condition is chronic and stable.

2. Your Care Plan

Within seven (7) days of Your admission to The McAuley, or earlier, Our nurse will perform an initial assessment of Your needs. This assessment will allow Our staff to develop a written care plan appropriate for Your level of need (the "Service Plan").

This initial care plan will remain in effect for at least one hundred twenty (120) days. Our nurses will review and modify the Service Plan as necessary every one hundred twenty (120) days. We may also revise Your Service Plan if Our staff determines that You have experienced a significant change in physical or psychosocial status.

We shall consult with You or Your designated representative concerning the initial assessment) regular reassessments and determinations of a change of condition; however, all revisions of Your Service Plan shall be at Our final discretion.

3. Nursing and Personal Care Services

We agree to provide assisted living services in accordance with Your Service Plan developed by Our nurse after a nursing assessment of Your needs and Your agreement in writing. These services include health and wellness programs, a Registered Nurse on site forty (40) hours per week and on call at all other times, 24-hour Certified Aide staffing, health monitoring, periodic nursing assessments and, if necessary, revisions of Your Service Plan, coordination with Your personal physician, referrals to other health care professionals, agencies or other ancillary services, provision of professional nursing services as required by Your Service Plan and provision of Certified Aide assistance with activities of daily living and supervision of self-administration of medication as required by Your Service Plan.

4. Cost of Services

The following assisted living services are included in Your Rental Fee as set forth in Your Residency Agreement dated and signed by You, at no additional cost to You:

- A. Preliminary health/functional assessment upon move in and the collection of emergency profile information.
- B. Assessment, monitoring, coordination of care and referrals to other providers and ancillary services in accordance with Your care plan.
- C. Staff response to the emergency call system.
- D. Up to one hour per day of assistance with bathing, dressing, grooming and medication supervision. (See ARTICLE I, Section H)

- E. Health education and wellness programs.
- F. Coordination of medical transportation.
- G. Initial nursing assessment upon Your return to Your Apartment from a hospital or nursing home.
- H. If additional services are required by Your Service Plan, We will charge You for these services in accordance with the Schedule of Charges for Additional Services made a part of this Agreement by referenced in the Resident Handbook. Bills for these additional services will be sent to You monthly. The bills for assisted living services shall be due and payable within ten (10) days of the first (1st) day of receipt of the bill. If the fees are not paid in full as required under the terms of this Agreement, We may assess a late payment charge on the outstanding balance. A late charge of one percent of the outstanding balance will be imposed if Your balance is paid 10 days after the due date. We may reasonably increase the late fee upon thirty (30) days written notice to You.

5. Right to Refuse Services.

You have the right to refuse services recommended by Us after a nursing assessment or to obtain such services from another provider as set forth in Paragraph 5 of this Agreement; however, We retain the right to terminate Your Residency Agreement in accordance with Article VI, Paragraph C of that Residency Agreement if Your refusal of or failure to obtain recommended services results in Your inability to live appropriately and/or safely in a residential setting.

6. Right to Receive Services From Other Agencies

You have the right to receive nursing, nurse aide, and companion service recommended in Your Service Plan from any other appropriate agencies or individuals. We reserve the right to require evidence of licensure from other agencies and health care professionals, to review the qualifications and experience of any non-licensed aides, assistants or companions You may employ and to require them to conform to Our rules and policies, and to periodically monitor the provision of such services. We are not responsible for payment of any charges to You by health care professionals or institutions, aides companions, housekeepers, homemakers or any other agency or individual You may employ.

7. Home Health Agency Services If at any time Your personal physician certifies that Your condition is no longer chronic and stable and You require skilled nursing or therapy services, under Connecticut law, We must refer You to a licensed Home Health Agency of Your choice for the provision of services. Payment arrangements for Home Health Agency services (which may be covered by Medicare) must be made directly between You and the Home Health Agency. We will continue to provide any services hereunder that are not offered by the Home Health Agency and to coordinate provision of services with the Home Health Agency, and will charge You in accordance with Paragraph 4 of this Agreement.

8. Excluded Items and Services We shall not provide or pay for any health care services or items unless such services or items are expressly included in this Agreement. Excluded services and items include but are not limited to physician services; surgery; home health care; hospital care; skilled nursing for conditions that are not chronic and stable; physical, occupational

and speech therapy; mental health and substance abuse; hospice; x-ray services; podiatry; treatment or examinations of the eyes or teeth; laboratory; and other similar services as well as prescription drugs; non prescription medications and vitamins; medical supplies; medical devices; eyeglasses ; hearing aids; toiletries and personal supplies.

9. Authorization to Obtain Personal Medical Records

You hereby consent to Our obtaining and reviewing as necessary any of Your medical records maintained by Your personal physician, Home Health Agency, and any other licensed health care professionals or institutions and to Our discussion of Your health condition with any of these as appropriate.

10. Designated Family Member

You hereby consent to Our notification of one or more designated family members of any significant changes in Your condition or in an emergency.

11. Emergency Medical Care

In an emergency, Our staff will contact appropriate providers of emergency services, including but not limited to Emergency Medical Services, ambulance service and hospitals. You will be billed by those providers for any services required. We are not responsible for payment of such charges.

12. Transfer for Health Reasons Except in an emergency, We will not transfer You from Your Apartment for health related reasons until We have consulted with You, Your personal physician, family member or designated representative. You agree that We have the full authority to transfer You from Your Apartment for hospitalization or other health-related services in an emergency, or if not an emergency, upon the Supervisor of Assisted Living

Services' determination, with concurrence by the Executive Director and The Resident Services Coordinator, that We do not have adequate facilities or staff to provide the nursing services or medical care You need or that Your continued residency constitutes a danger and health hazard to You or to other residents.

13. Residency Agreement

Paragraphs A through L of Article VII of the Residency Agreement dated _____ and signed by You are incorporated herein by reference.

14. Client's Bill of Rights

You hereby acknowledge that You have received and reviewed a copy of Our Assisted Living Client's Bill of Rights. (Pristine copies of Assisted Living Bill of Rights).

15. Confidentiality of Records

We agree to keep all of Your health care records confidential. Copies of Your health care records will be released only with Your express written authorization or that of Your legal representative, except where expressly required or allowed by law. You shall be responsible for the cost of copying records requested by Your or Your legal representative. All health records are Our property.

16. Authorization to Release Information

You authorize and direct Us to release information and health records concerning You to other medical and health care providers, insurance companies, federal and/or state agencies and regulatory bodies to the extent necessary to obtain payment, coordinate and/or facilitate Your care, and

otherwise comply with applicable laws and regulations. You further authorize the release of information and/or records necessary for Us to conduct reviews or audits of care rendered in the assisted living section.

17. Effective Date and Termination

This Agreement is effective upon execution by all parties (the “Effective Date”) and will automatically terminate upon the termination of Your Residency Agreement.

YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND HAVE RECEIVED A DUPLICATE ORIGINAL OF THIS AGREEMENT.

WITNESS

The McAuley Center, Inc.

By: _____
Its Authorized Representative

Date: _____

WITNESS

RESIDENT

(Name Printed)

Date: _____

WITNESS

DESIGNATED REPRESENTATIVE

(Name Printed)

Date: _____

WITNESS

RESIDENT

(Name Printed)

Date: _____

WITNESS

DESIGNATED REPRESENTATIVE

(Name Printed)

Date: _____

The undersigned, who is related to the Resident in the following capacity
_____ and will benefit from our entering into
the above Agreement, guarantees the prompt payment and performance of
the Resident's obligations under the Agreement.

Witness

Guarantor

Date

THE MCAULEY



March 9, 1987

Mr. Gordon Andrew
Administrator
Saint Mary Home
291 Steele Road
West Hartford, CT 06117

Dear Gordon:

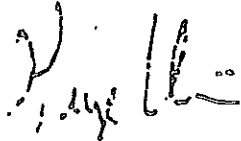
This will confirm the arrangements that have been agreed upon between Saint Mary Home ("Home") and McAuley Center Incorporated ("McAuley") for the admission of McAuley residents to the Home.

1. The Home agrees to admit McAuley residents for nursing services on a priority basis.
2. Each time that McAuley accepts an application from a prospective resident, McAuley will promptly notify the Home and provide the Home with such information about the resident as the Home may reasonably request.
3. The Home shall place the resident's name on the Home's waiting list and the resident will be deemed to have applied for admission to the Home concurrently with the resident's application to McAuley.
4. The resident's name shall remain on the waiting list during the time that he or she is a resident of McAuley and shall move toward the top of the waiting list in the normal course of events.
5. Despite the fact that the resident's name may be at the top of the waiting list, the resident shall not be admitted to the Home unless such admission is requested by McAuley.
6. Upon McAuley's request, a resident will be admitted to the Home in accordance with usual admission procedures and in the order of his or her priority on the waiting list.
7. McAuley agrees to arrange for transportation of its residents to and from the Home.

Mr. Gordon Andrew
March 9, 1987
Page Two

8. McAuley will be billed directly on a monthly basis by the Home for the following services provided to McAuley residents:
- (a) Nursing services, at the current private pay per diem rate.
 - (b) Physical therapy services, at the current private pay rate.
 - (c) Occupational therapy services, at the rate charged by the Home's outside consultant.
9. McAuley will pay the Home directly for all billed services within 15 days of receipt of the monthly statement.

Sincerely,



George Hession
McAuley Center Incorporated

Accepted by:



Gordon C. Andrew

March 19, 1987
(date)

ENTRANCE FEE DEPOSIT
ESCROW AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of May, 1996 by and between MCAULEY CENTER, INC. ("The McAuley"), and People's Bank (the "Escrow Agent"), a banking association with an office at 962 Farmington Avenue, West Hartford, CT.

WITNESSETH:

WHEREAS, McAuley Center, Inc. operates a continuing care retirement community know as The McAuley, A Classic Residence by Hyatt, in West Hartford, CT; and

WHEREAS, prospective residents of The McAuley are required to pay an Entrance Fee prior to occupying a living unit at the facility, and are required to pay as a deposit (the "Deposits") a portion of the Entrance Fee as a part of the application process; and

WHEREAS, The McAuley has agreed to place all of the Deposits in an escrow account with the Escrow Agent;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

1. Escrow Agent. The McAuley appoints People's Bank as the Escrow Agent for the purposes set forth in this Agreement and the Escrow Agent accepts such appointment.
2. Deposit of Escrow Funds.
 - a. The McAuley shall deposit all Deposits with the Escrow Agent within seventy-two (72) hours of their receipt by The McAuley from a prospective resident (the "Resident").
 - b. The Escrow Agent shall hold the Escrow Funds in interest bearing accounts as determined by The McAuley. All interest will inure to the benefit of The McAuley.
 - c. The Escrow Agent shall account for each Deposit made on behalf of the Resident.
3. Disbursement of Funds. The Escrow Agent shall disburse funds held in escrow as requested by The McAuley upon delivery by The McAuley to the Escrow Agent of a certificate signed by a duly authorized officer of The McAuley certifying to any one of the following conditions:

- a. The living unit to which the Escrow Funds that are requested (the "Requested Funds") apply is, or will be shortly, occupied by the Resident.
- b. The Resident who has paid the Requested Funds has rescinded his/her agreement with The McAuley.
- c. The Resident who has paid the Requested Funds has died.
- d. The McAuley has declined to accept the application of the Resident who has paid the Requested Funds.

4. Provisions as to Escrow Agent.

- a. The Escrow Agent shall have no liability to any party on account of any investment of funds in accordance with this Agreement.
- b. The Escrow Agent shall be protected in acting upon any written notice, statement, certificate, waiver, consent or other instrument or document which the Escrow Agent believes to be genuine.
- c. It is understood and agreed that the duties of the Escrow Agent under this Agreement are ministerial in nature and that the Escrow Agent shall not be liable for any error of judgement, or for any act done or step taken or omitted in good faith, or for anything which the Escrow Agent may do or refrain from doing in connection with the Agreement, except that the Escrow Agent shall be liable for its own gross negligence or willful misconduct.
- d. The Escrow Agent may consult with and obtain advice from legal counsel in the event of any dispute or question as to the construction of any of the provisions of this Agreement and the Escrow Agent shall incur no liability.
- e. If at any time the Escrow Agent shall be in doubt as to the party or parties entitled to receive any or all of the Requested Funds, the Escrow Agent may apply to a court for a determination of the party or parties entitled to receive the same, and the Escrow Agent shall incur no liability therefore.
- f. The McAuley shall indemnify and hold harmless the Escrow Agent from and against all claims, losses, damages, costs, or attorneys' fees arising out of or in connection with the Escrow Agent's acceptance of, or performance of, its duties and obligations under this Agreement other than as a result of willful misconduct or gross negligence on the part of the Escrow Agent.
- g. The Escrow Agent may resign at any time by giving written notice thereof to The McAuley. Such resignation shall become effective upon the appointment by The McAuley of a successor corporate Escrow Agent and the delivery of the Deposits

to such successor Escrow Agent. Any successor Escrow Agent shall have all the rights and obligations of the Escrow Agent named herein.

5. Notices. All notices given pursuant to this Agreement shall be in writing and shall be mailed by certified mail, postage prepaid and shall be deemed given on the date mailed. The addresses to which such notice shall be sent are as set forth below, unless a different address is specified in writing by either party after the date hereof:

To The McAuley: McAuley Center, Inc.
 275 Steele Road
 West Hartford, CT 06117
 Attn: Director of Accounting

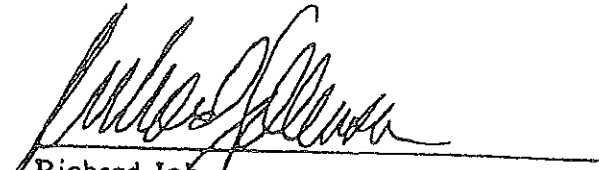
To Escrow Agent: People's Bank
 962 Farmington Avenue
 West Hartford, CT 061107-2199
 Attn: Renee Vanek

The Escrow Agent's telephone number is: (860) 232-0071.

6. Disputes. Any dispute whatsoever relating to the interpretation, validity or performance of this Agreement, or any dispute arising out of this Agreement which cannot be resolved after fifteen (15) days' written notice by the parties to such dispute, shall be settled by arbitration in the City of Hartford, CT, in accordance with the rules then prevailing of the American Arbitration Association, and judgement upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of any arbitration proceeding under this Paragraph shall be shared equally by the parties thereto.
7. Escrow Agent Fees. The Escrow Agent hereby agrees to act as such in accordance with the terms hereof. ~~The Escrow Agent's fees and expenses shall be paid by The McAuley utilizing interest earned by the escrowed funds.~~
8. Governing Law. This Agreement shall be governed, construed and administered in accordance with the laws of the State of Connecticut.
9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
10. Amendments. This Agreement may only be modified by a written amendment signed by both McAuley Center, Inc. and Escrow Agent, provided that no amendments shall be made without the prior notification by The McAuley to the Commissioner of the Department on Aging, and prior to approval by the Commissioner of the proposed changes.


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

McAuley Center, Inc.



Richard Johnson
President and Executive Director

People's Bank



David Cook
Vice President-Trust Administration

Investment Management Agreement

Between: The McAuley Center Inc., and
People's Bank

people's bank

PEOPLES BANK

5/17/78

DATE

Gentlemen:

I hereby request that you open and maintain an Investment Management Account in my name. You will follow my instructions as indicated below and in the Account Information and Special Instructions. I also appoint you my Agent to receive, hold, and manage the funds, securities and other property which I have delivered, or may from time to time deliver, to you to be included in my Account. Your duties and authority as my Agent are subject to the terms of this Agreement.

I HAVE INITIALED THE PARAGRAPH BELOW WHICH APPLIES TO MY ACCOUNT.

- (a) You will act as my Agent with respect to my Account with the power and authority, in your sole discretion, to hold, invest, reinvest and otherwise change the securities and other property in my Account.
- (b) You will act as my Agent with respect to my Account with the power and authority upon my instructions or consent to hold, invest, reinvest and otherwise change the securities or other property in my Account. Without my prior authorization or consent you will not make any sale, purchase or change of a security for my Account other than the investment of cash. You may, however, take such action without my consent if (i) you have informed me of your recommendation for such transaction, but you have not received any appropriate response from me within three (3) business days, and (ii) in your judgement the transaction is necessary to prevent or reduce a substantial loss to my Account. With respect to subscription rights, warrants and fractional shares, you are authorized to take such action as you may deem to be in my best interests, with or without consulting me as you may determine.

YOUR ADDITIONAL POWERS AS AGENT. As my agent you:

- may exercise all applicable voting rights in person or by proxy with respect to any securities in my Account;
- may exercise or sell any rights or options relating to any securities in my Account;
- may register securities in your name as my Agent, without disclosing your capacity as my Agent, or in the name of a nominee, but at all times the securities and other property will be shown on your books as my property;
- will collect interest, dividends, distributions and other income earned on the securities and other property in my Account;
- will collect upon maturity, redemption, exchange or other disposition, the principal amounts or securities which may be receivable, and you may act as my Agent to redeem or collect United States Treasury or Savings Bonds;
- may sell and purchase securities for my Account through one or more securities brokers or dealers that you may select.

INVESTMENT OBJECTIVES. I will discuss my investment objectives with you. In return, you will appraise and review, at reasonable intervals, the nature, appropriateness, character, and value of the securities and other property in my Account. From time to time you may suggest purchases and sales of securities for my Account in accordance with my investment objectives.

REPORTS AND INFORMATION. You will send me periodic statements describing all transactions in my Account and a current valuation of the securities and cash in my Account. You will attempt to use information only from sources you consider reliable. You make no guarantee, however, as to the accuracy of that information, and you will not be held liable for any error of fact or judgement so long as you act in good faith.

WITHDRAWAL OF ASSETS. Any or all of the securities and other property in my Account may be withdrawn by me upon the delivery to you of my written instructions to that effect. Such securities and other property will be made available as soon as practicable after you receive instructions. If you determine that the securities and other property remaining in my Account no longer require your services, you may treat the withdrawal as a termination of my Account.

MODIFICATION AND TERMINATION OF AGREEMENT

- **Amendment.** This Agreement may be amended or expanded at any time by a written instrument signed by both you and me.
- **Termination.** This Agreement will terminate automatically upon my death (or upon my survivors death if this is a joint account). If my Account is in the name of a corporation, partnership or other entity, this Agreement will terminate automatically upon dissolution, liquidation or termination of such entity. Otherwise, this Agreement will continue in effect until terminated by either one of us by written notice of termination. As soon as practicable after termination, you will make the property remaining in my Account available after payments of your fees and costs.

LIMITS OF YOUR LIABILITY. I agree that you will not be liable for any losses or reduction in value of the securities and other property in my Account or for any loss resulting from any act or failure to act, except in circumstances in which it is proven that you acted in bad faith or intentionally violated an express provision of this Agreement. Also, you will not be liable for the act or failure to act by a broker, custodian, agent, or nominee employed by you, so long as you exercised good faith and reasonable care in their selection.

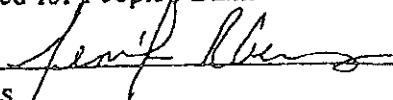
TAX INFORMATION. You will provide me with the annual statement of the income earned in my Account classified for tax purposes, and a schedule of securities sold, matured or otherwise disposed of listing the proceeds or appropriate values. You will not be responsible for preparing and filing tax returns or paying taxes on income and transactions in my Account unless I have given you written instructions to do so. I understand there is an additional fee for preparing my tax returns if I elect to have you do so.

YOUR FEES. You will receive fees for your services in accordance with your schedule of fees in effect from time to time. You will be reimbursed for all costs and expenses including brokerage fees that you incur in connection with the management of my Account. I authorize you to charge your fees and expenses against the income and/or principal of my Account.

JOINT ACCOUNT. If my Account is in the name of two or more persons, you will consider it a joint account and:


- you may rely on the instructions of any one of the persons named on the Account;
- Any one of such persons may withdraw securities and other property from the Account; and
- It will be considered a survivorship form of account. This means that if one of the people named in the Account dies, the other person(s) named on the Account will become the sole owner(s) of the securities and other property in the Account.

Accepted for People's Bank

By: 
Its

Date: 5/7/98

Very truly yours,



05/07/98

ACCOUNT INFORMATION AND SPECIAL INSTRUCTIONS

Client: The McAuley Inc

Federal Tax Identification Number

Address: 275 Steele Rd.

Date of Birth

West Hartford, CT 06117

Place of Birth

Citizen of

Telephone Numbers: Home _____ Work 236-6300 check preference

All communications for the Account will be sent to the client at the above address.

Income collected in the Account will be disposed of as follows:

Monthly Quarterly Other Reinvest

By deposit to People's Bank. Account # _____

By check sent to Client at the above address.

Beginning date: _____
Month Day

Reinvested

Statements of activity in the Account will be sent to Client on the following schedule:

Monthly

People's, upon lawful request, and without further consent from Client:

_____ is not authorized to disclose the identity of Client to the issuer of any securities held in the Account.

_____ is authorized to disclose the identity of Client to the issuer of any securities held in the Account.

Other Special Instructions: _____

Signature: _____

Date: _____

THE
McAULEY

1 December 1999

Mr. James Thayer
Vice President and Trust Officer
People's Bank
One Financial Plaza
Hartford, CT 06103-2613

Dear Mr. Thayer:

I am writing to you on behalf of McAuley Center, Inc. for whom your banking association serves as the Escrow Agent and Investment Agent for our Entrance Fee Deposit Escrow Fund and our Reserve Fund Investment Fund respectively.

The purpose of this correspondence is to provide formal notification to People's Bank that, effective 30 November 1999, McAuley Center, Inc. and Classic Residence by Hyatt have terminated their management agreement with respect to the continuing care retirement community formerly known as The McAuley, A Classic Residence by Hyatt. Effective this date, 1 December 1999, the continuing care retirement community will be known as The McAuley. Mercy Community Health will now provide management services to The McAuley.

I would further request that your records be changed to direct all notices as follows:

McAuley Center, Inc.
275 Steele Road
West Hartford, CT 06117
Attn: Executive Director

If you have any questions, please do not hesitate to contact me. I look forward to continuing the business relationship that The McAuley and People's Bank have enjoyed over the years.

If I can be of any further assistance, please do not hesitate to contact me. I can be reached at 920-6346.

Sincerely,

Stephen T. Surprenant
Executive Director

a member of Mercy Community Health, a continuum of care ministry of Catholic Health East and the Sisters of Mercy of the Americas

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Trinity Health

Consolidated Financial Statements as of and for the
years ended June 30, 2019 and 2018,
and Independent Auditors' Report

TRINITY HEALTH
TABLE OF CONTENTS

	Page
INDEPENDENT AUDITORS' REPORT	1-2
CONSOLIDATED FINANCIAL STATEMENTS AS OF AND FOR THE YEARS ENDED JUNE 30, 2019 AND 2018:	
Balance Sheets	3-4
Statements of Operations and Changes in Net Assets	5-6
Statements of Cash Flows	7-8
Notes to Consolidated Financial Statements	9-53



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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Trinity Health Corporation
Livonia, Michigan

We have audited the accompanying consolidated financial statements of Trinity Health Corporation and its subsidiaries (the "Corporation"), which comprise the consolidated balance sheets as of June 30, 2019 and 2018, and the related consolidated statements of operations and 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 Consolidated Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We did not audit the consolidated financial statements of BayCare Health System, the Corporation's investment which is accounted for by the use of the equity method. The accompanying consolidated financial statements of the Corporation include its investment in the net assets of BayCare Health System of \$3.1 billion and \$2.8 billion as of June 30, 2019, and 2018, respectively, and its equity method income from BayCare Health System of \$295.7 million and \$296.4 million for the years ended June 30, 2019 and 2018, respectively. The combined financial statements of BayCare Health System for the years ended December 31, 2018 and 2017, were audited by other auditors whose reports have been furnished to us, and our opinion, insofar as it relates to the amounts included for BayCare Health System, is based on the reports of the other auditors and the procedures that we considered necessary in the circumstances with respect to the inclusion of the Corporation's equity investment and equity method income in the accompanying consolidated financial statements taking into consideration the differences in fiscal years. 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 auditor's 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 Corporation'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 Corporation'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.

Opinion

In our opinion, based on our audits and the reports of the other auditors, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Corporation as of June 30, 2019 and 2018, and the results of its operations and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Deloitte & Touche LLP

September 18, 2019

TRINITY HEALTH

CONSOLIDATED BALANCE SHEETS

JUNE 30, 2019 AND 2018

(In thousands)

ASSETS	2019	2018
CURRENT ASSETS:		
Cash and cash equivalents	\$ 474,314	\$ 971,726
Investments	4,833,039	3,846,190
Security lending collateral	264,435	275,228
Assets limited or restricted as to use - current portion	403,799	352,231
Patient accounts receivable, net of allowance for doubtful accounts of \$480.8 million at June 30, 2018	2,012,354	2,070,567
Estimated receivables from third-party payers	267,181	213,563
Other receivables	374,818	360,477
Inventories	297,804	292,945
Assets held for sale	-	67,793
Prepaid expenses and other current assets	179,124	172,819
Total current assets	9,106,868	8,623,539
ASSETS LIMITED OR RESTRICTED AS TO USE - Noncurrent portion:		
Held by trustees under bond indenture agreements	5,828	6,865
Self-insurance, benefit plans and other	867,132	865,949
By Board	3,474,947	3,881,021
By donors	460,836	498,871
Total assets limited or restricted as to use - noncurrent portion	4,808,743	5,252,706
PROPERTY AND EQUIPMENT - Net	8,359,974	8,025,580
INVESTMENTS IN UNCONSOLIDATED AFFILIATES	3,876,028	3,493,495
GOODWILL	437,403	438,460
OTHER ASSETS	383,088	361,920
TOTAL ASSETS	\$ 26,972,104	\$ 26,195,700

LIABILITIES AND NET ASSETS	2019	2018
CURRENT LIABILITIES:		
Commercial paper	\$ 99,493	\$ 99,904
Short-term borrowings	686,670	711,020
Current portion of long-term debt	126,727	276,295
Accounts payable and accrued expenses	1,435,939	1,548,741
Salaries, wages and related liabilities	919,055	863,143
Payable under security lending agreements	264,435	275,228
Liabilities held for sale	-	32,440
Estimated payables to third-party payers	375,116	395,970
Current portion of self-insurance reserves	282,364	272,842
Total current liabilities	4,189,799	4,475,583
LONG-TERM DEBT - Net of current portion	6,222,908	5,982,141
SELF-INSURANCE RESERVES - Net of current portion	1,036,697	1,002,274
ACCRUED PENSION AND RETIREE HEALTH COSTS	933,238	688,259
OTHER LONG-TERM LIABILITIES	754,054	703,427
Total liabilities	13,136,696	12,851,684
NET ASSETS:		
Net assets without donor restrictions	13,047,732	12,581,754
Noncontrolling ownership interest in subsidiaries	234,987	176,156
Total net assets without donor restrictions	13,282,719	12,757,910
Net assets with donor restrictions	552,689	586,106
Total net assets	13,835,408	13,344,016
TOTAL LIABILITIES AND NET ASSETS	\$ 26,972,104	\$ 26,195,700

The accompanying notes are an integral part of the consolidated financial statements.

TRINITY HEALTH

CONSOLIDATED STATEMENTS OF OPERATIONS AND CHANGES IN NET ASSETS

YEARS ENDED JUNE 30, 2019 AND 2018

(In thousands)

	2019	2018
OPERATING REVENUE:		
Patient service revenue, net of contractual and other allowances		\$ 16,406,252
Provision for bad debts		(574,954)
Net patient service revenue	\$ 16,601,888	15,831,298
Premium and capitation revenue	1,060,900	1,067,582
Net assets released from restrictions	39,184	50,510
Other revenue	1,591,251	1,396,015
Total operating revenue	19,293,223	18,345,405
EXPENSES:		
Salaries and wages	8,331,228	7,949,446
Employee benefits	1,646,679	1,525,511
Contract labor	315,601	296,611
Total labor expenses	10,293,508	9,771,568
Supplies	3,228,199	2,983,635
Purchased services and medical claims	2,642,804	2,490,091
Depreciation and amortization	861,009	857,154
Occupancy	780,984	748,346
Interest	238,944	224,882
Other	921,954	868,437
Total expenses	18,967,402	17,944,113
OPERATING INCOME BEFORE OTHER ITEMS	325,821	401,292
Restructuring costs	(82,384)	-
Loss on transfer of Lourdes Health System	(57,405)	-
Asset impairment charges	(25,192)	(264,366)
OPERATING INCOME	160,840	136,926
NONOPERATING ITEMS:		
Investment earnings	421,163	488,715
Equity in earnings of unconsolidated affiliates	318,510	328,353
Change in market value and cash payments of interest rate swaps	(54,215)	25,671
Loss from early extinguishment of debt	(7,067)	(39,857)
Other, including income taxes	(4,926)	9,322
Total nonoperating items	673,465	812,204
EXCESS OF REVENUE OVER EXPENSES	834,305	949,130
EXCESS OF REVENUE OVER EXPENSES ATTRIBUTABLE TO		
NONCONTROLLING INTEREST	(48,334)	(47,619)
EXCESS OF REVENUE OVER EXPENSES, net of noncontrolling interest	\$ 785,971	\$ 901,511

	2019	2018
NET ASSETS WITHOUT DONOR RESTRICTIONS:		
Net assets without donor restrictions attributable to Trinity Health:		
Excess of revenue over expenses	\$ 785,971	\$ 901,511
Net assets released from restrictions for capital acquisitions	57,306	31,900
Net change in retirement plan related items - consolidated organizations	(418,622)	394,751
Net change in retirement plan related items - unconsolidated organizations	7,762	(14,501)
Other	33,561	(14,340)
Increase in net assets without donor restrictions attributable to Trinity Health	<u>465,978</u>	<u>1,299,321</u>
Net assets without donor restrictions attributable to noncontrolling interests:		
Excess of revenue over expenses attributable to noncontrolling interests	48,334	47,619
Sale of noncontrolling interest in subsidiaries	56,715	-
Noncontrolling interests related to acquisitions	-	9,454
Dividends	(46,218)	(44,142)
Other	-	(10,478)
Increase in net assets without donor restrictions attributable to noncontrolling interests	<u>58,831</u>	<u>2,453</u>
NET ASSETS WITH DONOR RESTRICTIONS:		
Contributions:		
Program and time restrictions	95,686	112,140
Endowment funds	3,877	7,350
Net investment gains:		
Program and time restrictions	3,667	12,367
Endowment funds	1,547	7,266
Net assets released from restrictions	(96,490)	(82,410)
Other	(41,704)	102
(Decrease) increase in net assets with donor restrictions	<u>(33,417)</u>	<u>56,815</u>
INCREASE IN NET ASSETS	491,392	1,358,589
NET ASSETS - BEGINNING OF YEAR	<u>13,344,016</u>	<u>11,985,427</u>
NET ASSETS - END OF YEAR	<u>\$ 13,835,408</u>	<u>\$ 13,344,016</u>

The accompanying notes are an integral part of the consolidated financial statements.

TRINITY HEALTH

CONSOLIDATED STATEMENTS OF CASH FLOWS YEARS ENDED JUNE 30, 2019 AND 2018

(In thousands)

	<u>2019</u>	<u>2018</u>
OPERATING ACTIVITIES:		
Increase in net assets	\$ 491,392	\$ 1,358,589
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Depreciation and amortization	861,009	857,154
Provision for bad debts	-	574,954
Asset impairment charges	25,192	264,366
Loss on transfer of Lourdes Health System	57,405	-
Gain on sale of subsidiaries	(16,018)	-
Sale of noncontrolling interest in subsidiaries	(56,715)	-
Inherent contributions related to acquisitions	-	(1,903)
Loss on extinguishment of debt	7,067	39,857
Change in net unrealized and realized gains on investments	(330,221)	(412,822)
Change in market values of interest rate swaps	40,729	(42,682)
Undistributed equity in earnings of unconsolidated affiliates	(343,290)	(384,534)
Deferred retirement items - consolidated organizations	418,622	(394,751)
Deferred retirement items - unconsolidated organizations	(7,762)	14,501
Increase in noncontrolling interests related to acquisitions	-	(9,454)
Restricted contributions and investment income received	(80,001)	(57,852)
Other adjustments	34,696	43,934
Changes in:		
Patient accounts receivable	(830)	(711,324)
Other assets	(42,015)	(65,283)
Accounts payable and accrued expenses	89,074	137,817
Estimated receivables from third-party payers	(34,418)	47,294
Estimated payables to third-party payers	(20,854)	26,181
Self-insurance reserves and other liabilities	9,699	5,095
Accrued pension and retiree health costs	(183,197)	(261,678)
Total adjustments	<u>428,172</u>	<u>(331,130)</u>
Net cash provided by operating activities	<u>\$ 919,564</u>	<u>\$ 1,027,459</u>

	<u>2019</u>	<u>2018</u>
INVESTING ACTIVITIES:		
Proceeds from sales of investments	\$ 4,130,923	\$ 3,877,168
Purchases of investments	(4,347,213)	(4,029,440)
Purchases of property and equipment	(1,276,346)	(1,124,533)
Proceeds from disposal of property and equipment	7,065	7,431
Net cash used for acquisitions	(188)	(261,023)
Proceeds from the sales of divestitures	21,944	5,009
Change in investments in unconsolidated affiliates	(45,276)	(10,460)
Net repayments from affiliates	6,665	6,665
(Increase) decrease in assets limited as to use and other	(16,941)	7,237
Net cash used in investing activities	<u>(1,519,367)</u>	<u>(1,521,946)</u>
FINANCING ACTIVITIES:		
Proceeds from issuance of debt	434,534	1,331,051
Repayments of debt	(339,604)	(865,374)
Net change in commercial paper	(411)	(1,769)
Dividends paid to noncontrolling interests	(46,218)	(44,142)
Proceeds from restricted contributions and restricted investment income	58,194	47,670
Increase in financing costs and other	(4,104)	(9,420)
Net cash provided by financing activities	<u>102,391</u>	<u>458,016</u>
NET DECREASE IN CASH AND CASH EQUIVALENTS	(497,412)	(36,471)
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	<u>971,726</u>	<u>1,008,197</u>
CASH AND CASH EQUIVALENTS - END OF YEAR	<u>\$ 474,314</u>	<u>\$ 971,726</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:		
Cash paid for interest (net of amounts capitalized)	\$ 251,755	\$ 230,784
New capital lease obligations for buildings and equipment	-	2,452
Accruals for purchases of property and equipment and other long-term assets	144,696	184,024
Unsettled investment trades and purchases	22,253	75,394
Unsettled investment trades and sales	10,316	22,220
Decrease in security lending collateral	(10,793)	(57,744)
Decrease in payable under security lending agreements	10,793	57,744

The accompanying notes are an integral part of the consolidated financial statements.

TRINITY HEALTH

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS AS OF AND FOR THE YEARS ENDED JUNE 30, 2019 AND 2018

1. ORGANIZATION AND MISSION

Trinity Health Corporation, an Indiana nonprofit corporation headquartered in Livonia, Michigan, and its subsidiaries (“Trinity Health” or the “Corporation”), controls one of the largest health care systems in the United States. The Corporation is sponsored by Catholic Health Ministries, a Public Juridic Person of the Holy Roman Catholic Church. The Corporation operates a comprehensive integrated network of health services, including inpatient and outpatient services, physician services, managed care coverage, home health care, long-term care, assisted living care and rehabilitation services located in 22 states. The operations are organized into Regional Health Ministries, National Health Ministries and Mission Health Ministries (“Health Ministries”). The mission statement for the Corporation is as follows:

We, Trinity Health, serve together in the spirit of the Gospel as a compassionate and transforming healing presence within our communities.

Community Benefit Ministry – Consistent with our mission, Trinity Health provides medical care to all patients regardless of their ability to pay. In addition, Trinity Health provides services intended to benefit those who are poor and vulnerable, including those persons who cannot afford health insurance or other payments, such as co-pays and deductibles because of inadequate resources and/or are uninsured or underinsured; and works to improve the health status of the communities in which it operates. In addition to the 6 million people Trinity Health touches directly with clinical care, our mission extends to reach another 30 million people who live in our communities. Much of our mission is carried out through clinical services serving those who are poor and vulnerable, such as our street outreach programs to meet the needs of our homeless populations. Trinity Health is building on the legacy of our founders by making a transformational shift from being primarily focused on traditional episodic care to emphasizing total population health, which includes contributing to the overall health and well-being of our communities by assessing and addressing needs, inclusive of the physical, mental and social influencers of health.

The following summary has been prepared in accordance with the Catholic Health Association of the United States’ (“CHA”), *A Guide for Planning and Reporting Community Benefit, 2015 Edition*.

The quantifiable costs of the Corporation's community benefit ministry for the years ended June 30 are as follows (in thousands):

	<u>2019</u>	<u>2018</u>
Ministry for those who are poor and underserved:		
Financial assistance	\$ 203,581	\$ 189,662
Unpaid cost of Medicaid and other public programs	586,161	594,136
Programs for those who are poor and the underserved:		
Community health improvement services	29,073	28,951
Subsidized health services	49,287	54,484
Financial contributions	19,675	19,751
Community building activities	2,130	2,693
Community benefit operations	5,976	6,103
Total programs for those who are poor and underserved	<u>106,141</u>	<u>111,982</u>
Ministry for those who are poor and underserved	<u>895,883</u>	<u>895,780</u>
Ministry for the broader community:		
Community health improvement services	13,223	15,297
Health professions education	168,132	148,241
Subsidized health services	45,039	46,381
Research	4,531	3,702
Financial contributions	28,321	28,462
Community building activities	1,639	1,846
Community benefit operations	3,889	2,964
Ministry for the broader community	<u>264,774</u>	<u>246,893</u>
Community benefit ministry	<u>\$ 1,160,657</u>	<u>\$ 1,142,673</u>

Ministry for those who are poor and underserved represents the financial commitment to seek out and serve those who need help the most, especially those who are poor, the uninsured and the indigent. This is done with the conviction that health care is a basic human right.

Ministry for the broader community represents the cost of services provided for the general benefit of the communities in which the Corporation operates. Many programs are targeted toward populations that may be poor, but also include those areas that may need special health services and support. These programs are not intended to be financially self-supporting.

Financial assistance represents the cost of services provided to patients who cannot afford health care services due to inadequate resources and/or are uninsured or underinsured. A patient is classified as a financial assistance patient in accordance with the Corporation's established policies as further described in Note 2. The cost of financial assistance is calculated using a cost-to-charge ratio methodology.

Unpaid cost of Medicaid and other public programs represent the cost (determined using a cost-to-charge ratio) of providing services to beneficiaries of public programs, including state Medicaid and indigent care programs, in excess of governmental and managed care contract payments.

Community health improvement services are activities and services carried out to improve community health and well-being, for which no patient bill exists. These services are not expected to be financially self-supporting, although some may be supported by outside grants or funding. Some examples include social and environmental improvement activities that address the social influencers of health, community health education, free immunization services, free or low-cost prescription medications and rural and urban

outreach programs. The Corporation actively collaborates with community groups and agencies to assist those in need in providing such services.

Health professions education includes the unreimbursed cost of training health professionals, such as medical residents, nursing students, technicians and students in allied health professions.

Subsidized health services are net costs for billed services that are subsidized by the Corporation. These include services offered despite a financial loss because they are needed in the community and either other providers are unwilling to provide the services or the services would otherwise not be available in sufficient amount. Examples of services include free-standing community clinics, hospice care, mobile units and behavioral health services.

Research includes unreimbursed clinical and community health research and studies on health care delivery, which is generalizable and shared with the public.

Financial contributions are made by the Corporation on behalf of the poor and underserved to community agencies and restricted to support community benefit activities. These amounts include special system-wide funds used to improve community health and well-being as well as resources contributed directly to programs, organizations and foundations for efforts on behalf of the poor and underserved. Amounts included here also represent certain in-kind donations.

Community building activities include programs that address the root causes of health problems and focus on policy, systems and environmental changes. Examples include the costs of programs that improve the physical environment, promote economic development, enhance other community support systems, advocacy for community health improvement, develop leadership skills training and build community coalitions.

Community benefit operations include costs associated with dedicated staff, community health needs and/or asset assessments and other costs associated with community benefit strategy and operations.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation – The consolidated financial statements include the accounts of the Corporation, and all wholly-owned, majority-owned and controlled organizations. Investments where the Corporation holds less than 20% of the ownership interest are accounted for using the cost method. All other investments that are not controlled by the Corporation are accounted for using the equity method of accounting. The equity share of income or losses from investments in unconsolidated affiliates is recorded in other revenue if the unconsolidated affiliate is operational and projected to make routine and regular cash distributions; otherwise, the equity share of income or losses from investments in unconsolidated affiliates is recorded in nonoperating items in the consolidated statements of operations and changes in net assets. All material intercompany transactions and account balances have been eliminated in consolidation.

Use of Estimates – The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America (“GAAP”) requires management of the Corporation to make assumptions, estimates and judgments that affect the amounts reported in the consolidated financial statements, including the notes thereto, and related disclosures of commitments and contingencies, if any.

The Corporation considers critical accounting policies to be those that require more significant judgments and estimates in the preparation of its consolidated financial statements, including the following: recognition of net patient service revenue, which includes explicit and implicit price concessions; financial assistance; premium revenue; recorded values of investments, derivatives and goodwill; evaluation of long-lived assets for impairment; reserves for losses and expenses related to health care professional and general liabilities; and risks and assumptions for measurement of pension and retiree health liabilities. Management relies on historical experience and other assumptions believed to be reasonable in making its judgments and estimates. Actual results could differ materially from those estimates.

Cash and Cash Equivalents – For purposes of the consolidated statements of cash flows, cash and cash equivalents include certain investments in highly liquid debt instruments with original maturities of three months or less.

Investments – Investments, inclusive of assets limited or restricted as to use, include marketable debt and equity securities. Investments in equity securities with readily determinable fair values and all investments in debt securities are measured at fair value and are classified as trading securities. Investments also include investments in commingled funds, hedge funds and other investments structured as limited liability corporations or partnerships. Commingled funds and hedge funds that hold securities directly are stated at the fair value of the underlying securities, as determined by the administrator, based on readily determinable market values or based on net asset value, which is calculated using the most recent fund financial statements. Limited liability corporations and partnerships are accounted for under the equity method.

Investment Earnings – Investment earnings include interest, dividends, realized gains and losses and unrealized gains and losses. Also included are equity earnings from investment funds accounted for using the equity method. Investment earnings on assets held by trustees under bond indenture agreements, assets designated by the Corporation's board of directors ("Board") for debt redemption, assets held for borrowings under the intercompany loan program, assets held by grant-making foundations, assets deposited in trust funds by a captive insurance company for self-insurance purposes and interest and dividends earned on life plan communities advance entrance fees, in accordance with industry practices, are included in other revenue in the consolidated statements of operations and changes in net assets. Investment earnings from all other investments and Board-designated funds are included in nonoperating investment income unless the income or loss is restricted by donor or law.

Derivative Financial Instruments – The Corporation periodically utilizes various financial instruments (e.g., options and swaps) to hedge interest rates, equity downside risk and other exposures. The Corporation's policies prohibit trading in derivative financial instruments on a speculative basis. The Corporation recognizes all derivative instruments in the consolidated balance sheets at fair value.

Securities Lending – The Corporation participates in securities lending transactions whereby a portion of its investments are loaned, through its agent, to various parties in return for cash and securities from the parties as collateral for the securities loaned. Each business day, the Corporation, through its agent, and the borrower determine the market value of the collateral and the borrowed securities. If on any business day the market value of the collateral is less than the required value, additional collateral is obtained as appropriate. The amount of cash collateral received under securities lending is reported as an asset and a corresponding payable in the consolidated balance sheets and is up to 105% of the market value of securities loaned. As of June 30, 2019 and 2018, the Corporation had securities loaned of \$514.5 million and \$486.3 million, respectively, and received collateral (cash and noncash) totaling \$529.5 million and \$472.0 million, respectively, relating to the securities loaned. The fees received for these transactions are recorded in nonoperating investment income in the consolidated statements of operations and changes in net assets. In addition, certain pension plans participate in securities lending programs with the Northern Trust Company, the plans' agent.

Assets Limited as to Use – Assets set aside by the Board for quasi-endowments, future capital improvements, future funding of retirement programs and insurance claims, retirement of debt, held for borrowings under the intercompany loan program, and other purposes over which the Board retains control and may at its discretion subsequently use for other purposes, assets held by trustees under bond indenture and certain other agreements, and self-insurance trust and benefit plan arrangements are included in assets limited as to use.

Donor-Restricted Gifts – Unconditional promises to give cash and other assets to the Corporation are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received. The gifts are reported as support with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or program restriction is accomplished, 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. Donor-restricted contributions whose restrictions are met within the same year as received are reported as contributions without donor restrictions in the consolidated statements of operations and changes in net assets.

Inventories – Inventories are stated at the lower of cost or market. The cost of inventories is determined principally by the weighted-average cost method.

Assets and Liabilities Held for Sale – The Corporation has classified certain assets as assets held for sale in the consolidated balance sheets when the assets have met applicable criteria for this classification. The Corporation has also classified as held for sale those liabilities related to assets held for sale.

Property and Equipment – Property and equipment, including internal-use software, are recorded at cost, if purchased, or at fair value at the date of donation, if donated. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed using either the straight-line or an accelerated method and includes capital lease and internal-use software amortization. The useful lives of these assets range from 2 to 50 years. Interest costs incurred during the period of construction of capital assets are capitalized as a component of the cost of acquiring those assets.

Gifts of long-lived assets such as land, buildings, or equipment are reported as support without donor restrictions and are excluded from the excess of revenue over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as support with donor restrictions.

Goodwill – Goodwill represents the future economic benefits arising from assets acquired in a business combination that are not individually identified and separately recognized.

Asset Impairments –

Property and Equipment – The Corporation evaluates long-lived assets for possible impairment whenever events or changes in circumstances indicate that the carrying amount of the asset, or related group of assets, may not be recoverable from estimated future undiscounted cash flows. If the estimated future undiscounted cash flows are less than the carrying value of the assets, the impairment recognized is calculated as the carrying value of the long-lived assets in excess of the fair value of the assets. The fair value of the assets is estimated based on appraisals, established market values of comparable assets or internal estimates of future net cash flows expected to result from the use and ultimate disposition of the assets.

Goodwill – Goodwill is tested for impairment on an annual basis or when an event or change in circumstance indicates the value of a reporting unit may have changed. Testing is conducted at the reporting unit level. If the carrying amount of the reporting unit goodwill exceeds the implied fair value of that goodwill, an impairment loss is recognized in an amount equal to that excess. Estimates of fair value are based on appraisals, established market prices for comparable assets or internal estimates of future net cash flows.

Other Assets – Other assets include long-term notes receivable, reinsurance recovery receivables, definite- and indefinite-lived intangible assets other than goodwill and prepaid retiree health costs. The net balances of definite-lived intangible assets include noncompete agreements, physician guarantees and other definite-lived intangible assets with finite lives amortized using the straight-line method over their estimated useful lives, which generally range from 2 to 10 years. Indefinite-lived intangible assets primarily include trade names, which are tested annually for impairment.

Short-Term Borrowings – Short-term borrowings include puttable variable-rate demand bonds supported by self-liquidity or liquidity facilities considered short-term in nature.

Other Long-Term Liabilities – Other long-term liabilities include deferred compensation, asset retirement obligations, interest rate swaps and deferred revenue from entrance fees. Deferred revenue from entrance fees are fees paid by residents of facilities for the elderly upon entering into continuing care contracts, which are amortized to income using the straight-line method over the estimated remaining life expectancy of the resident, net of the portion that is refundable to the resident.

Net Assets with Donor Restrictions – Net assets with donor restrictions are those whose use by the Corporation has been limited by donors to a specific time period or program. In addition, certain net assets have been restricted by donors to be maintained by the Corporation in perpetuity.

Patient Accounts Receivable, Estimated Receivables from and Payables to Third-Party Payers – The Corporation has agreements with third-party payers that provide for payments to the Corporation's Health Ministries at amounts different from established rates. Estimated retroactive adjustments under reimbursement agreements with third-party payers and other changes in estimates are included in net patient service revenue and estimated receivables from and payables to third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods, as final settlements are determined.

For patient accounts receivable resulting from revenue recognized prior to July 1, 2018, patient accounts receivable were reported at estimated net realizable amounts from patients, third-party payers, and others for services rendered. Prior to this date, an allowance for doubtful accounts was established to reduce the carrying value of such receivables to their estimated net realizable value. Generally, this allowance was estimated based on the aging of accounts receivable and the historical collection experience by the Health Ministries for each type of payer. Under the provisions of Accounting Standards Update (“ASU”) No. 2014-09 “*Revenue from Contracts with Customers (Topic 606)*,” which was adopted effective July 1, 2018, an unconditional right to payment, subject only to the passage of time is treated as a receivable. Patient accounts receivable, including billed accounts and unbilled accounts for which there is an unconditional right to payment, and estimated amounts due from third-party payers for retroactive adjustments, are receivables if the right to consideration is unconditional and only the passage of time is required before payment of that consideration is due. For patient accounts receivable subsequent to the adoption of ASU No. 2014-09 on July 1, 2018, the estimated uncollectable amounts are generally considered implicit price concessions that are a direct reduction to patient service revenue and accounts receivable.

Net Patient Service Revenue – Upon the adoption of ASU No. 2014-09, the Corporation reports patient service revenue at the amount that reflects the consideration it is expected to be entitled to in exchange for providing patient care. These amounts are due from patients, third-party payers (including commercial payers and government programs) and others, and include variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Generally, the Corporation bills patients and third-party payers several days after the services are performed or the patient is discharged from a facility.

The Corporation determines performance obligations based on the nature of the services provided. Revenue for performance obligations satisfied over time is recognized based on actual charges incurred in relation to total expected charges. The Corporation believes that this method provides a faithful depiction of the transfer of services over the term of the performance obligation based on the inputs needed to satisfy the obligation. Generally, performance obligations satisfied over time relate to patients in hospitals receiving inpatient acute care services, or receiving services in outpatient centers, or in their homes (home care). The Corporation measures performance obligations from admission to the hospital, or the commencement of an outpatient service, to the point when it is no longer required to provide services to the patient, which is generally at the time of discharge or the completion of the outpatient services. Revenue for performance obligations satisfied at a point in time is generally recognized when goods are provided to our patients and customers in a retail setting (for example, pharmaceuticals and medical equipment) and the Corporation does not believe that it is required to provide additional goods and services related to that sale.

Because patient service performance obligations relate to contracts with a duration of less than one year, the Corporation has elected to apply the optional exemption provided in Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (“ASC”) 606-10-50-14(a) and, therefore, the Corporation is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period. The unsatisfied or partially unsatisfied performance obligations are primarily related to inpatient acute care services at the end of the reporting period. The performance obligations for these contracts are generally completed when the patients are discharged, which generally occurs within days or weeks of the end of the reporting period.

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

The Corporation determines the transaction price based on standard charges for services provided, reduced by contractual adjustments provided to third-party payers, discounts provided to uninsured and underinsured patients in accordance with the Corporation’s policy, and implicit price concessions provided to uninsured and underinsured patients. The Corporation determines its estimates of contractual adjustments and discounts based on contractual agreements, discount policies and historical experience. The estimate of implicit price concessions is based on historical collection experience with the various classes of patients using a portfolio approach as a practical expedient to account for patient contracts with similar characteristics, as collective groups rather than individually. The financial statement effect of using this practical expedient is not materially different from an individual contract approach.

Generally, patients who are covered by third-party payers are responsible for related deductibles and coinsurance, which vary in amount. The Corporation also provides services to uninsured and underinsured patients, and offers those uninsured and underinsured patients a discount, either by policy or law, from standard charges. The Corporation estimates the transaction price for patients with deductibles and coinsurance and for those who are uninsured and underinsured based on historical experience and current market conditions, using the portfolio approach. The initial estimate of the transaction price is determined by reducing the standard charge by any contractual adjustments, discounts, and implicit price concessions. Subsequent changes to the estimate of the transaction price are generally recorded as adjustments to patient service revenue in the period of the change. Subsequent changes that are determined to be the result of an adverse change in the patient's ability to pay are recorded as bad debt expense in other expenses in the statement of operations and changes in net assets.

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

Medicare – Acute inpatient and outpatient services rendered to Medicare program beneficiaries are paid primarily at prospectively determined rates. These rates vary according to a patient classification system that is based on clinical, diagnostic and other factors. Certain items are reimbursed at a tentative rate with final settlement determined after submission of annual cost reports and audits thereof by the Medicare fiscal intermediaries.

Medicaid – Reimbursement for services rendered to Medicaid program beneficiaries includes prospectively determined rates per discharge, per diem payments, discounts from established charges, fee schedules and cost reimbursement methodologies with certain limitations. Cost reimbursable items are reimbursed at a tentative rate with final settlement determined after submission of annual cost reports and audits thereof by the Medicaid fiscal intermediaries.

Other – Reimbursement for services to certain patients is received from commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for reimbursement includes prospectively determined rates per discharge, per diem payments and discounts from established charges.

Cost report settlements under these programs are subject to audit by Medicare and Medicaid auditors and administrative and judicial review, and it can take several years until final settlement of such matters is determined and completely resolved. Because the laws, regulations, instructions and rule interpretations governing Medicare and Medicaid reimbursement are complex and change frequently, the estimates that have been recorded could change by material amounts.

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

Financial Assistance – The Corporation provides services to all patients regardless of ability to pay. In accordance with the Corporation's policy, a patient is classified as a financial assistance patient based on specific criteria, including income eligibility as established by the *Federal Poverty Guidelines*, as well as other financial resources and obligations.

Charges for services to patients who meet the Corporation's guidelines for financial assistance are not reported as net patient service revenue in the accompanying consolidated financial statements. Therefore, the Corporation has determined it has provided implicit price concessions to uninsured and underinsured patients and patients with other uninsured balances (for example, copays and deductibles). The implicit price concessions included in estimating the transaction price represent the difference between amounts billed to patients and the amounts the Corporation expects to collect based on its collection history with those patients.

Self-Insured Employee Health Benefits – The Corporation administers self-insured employee health benefit plans for employees. The majority of the Corporation's employees participate in the programs. The provisions of the plans permit employees and their dependents to elect to receive medical care at either the Corporation's Health Ministries or other health care providers. Patient service revenue has been reduced by an allowance for self-insured employee health benefits, which represents revenue attributable to medical services provided by the Corporation to its employees and dependents in such years.

Premium and Capitation Revenue – The Corporation has certain Health Ministries that arrange for the delivery of health care services to enrollees through various contracts with providers and common provider entities. Enrollee contracts are negotiated on a yearly basis. Premiums are due monthly and are recognized as revenue during the period in which the Corporation is obligated to provide services to enrollees. Premiums received prior to the period of coverage are recorded as deferred revenue and included in accrued expenses in the consolidated balance sheets.

Certain of the Corporation's Health Ministries have entered into capitation arrangements whereby they accept the risk for the provision of certain health care services to health plan members. Under these agreements, the Corporation's Health Ministries are financially responsible for services provided to the health plan members by other institutional health care providers. Capitation revenue is recognized during the period for which the Health Ministry is obligated to provide services to health plan enrollees under capitation contracts. Capitation receivables are included in other receivables in the consolidated balance sheets.

Reserves for incurred but not reported claims have been established to cover the unpaid costs of health care services covered under the premium and capitation arrangements. The premium and capitation arrangement reserves are classified with accrued expenses in the consolidated balance sheets. The liability is estimated based on actuarial studies, historical reporting and payment trends. Subsequent actual claim experience will differ from the estimated liability due to variances in estimated and actual utilization of health care services, the amount of charges and other factors. As settlements are made and estimates are revised, the differences are reflected in current operations.

Income Taxes – The Corporation and substantially all of its subsidiaries have been recognized as tax-exempt pursuant to Section 501(a) of the Internal Revenue Code. The Corporation also has taxable subsidiaries, which are included in the consolidated financial statements. The Corporation includes penalties and interest, if any, with its provision for income taxes in other nonoperating items in the consolidated statements of operations and changes in net assets.

Excess of Revenue Over Expenses – The consolidated statements of operations and changes in net assets include excess of revenue over expenses. Changes in net assets without donor restrictions, which are excluded from excess of revenue over expenses, consistent with industry practice, include the effective portion of the change in market value of derivatives that meet hedge accounting requirements, permanent transfers of assets to and from affiliates for other than goods and services, contributions of long-lived assets received or gifted (including assets acquired using contributions, which by donor restriction were to be used for the purposes of acquiring such assets), net change in retirement plan related items, discontinued operations and cumulative effects of changes in accounting principles.

Adopted Accounting Pronouncements –

Effective July 1, 2018, the Corporation adopted the ASU No. 2014-09, “*Revenue from Contracts with Customers (Topic 606)*” using a modified retrospective method of application to all contracts existing on July 1, 2018. The core principle of the guidance in ASU No. 2014-09 is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. For the Corporation’s health care operations, the adoption of ASU No. 2014-09 resulted in changes to the presentation for and disclosure of revenue related to uninsured and underinsured patients. Under ASU No. 2014-09, the estimated uncollectible amounts due from these patients are generally considered an implicit price concession and are a direct reduction to patient service revenue and, correspondingly result in a material reduction in the amounts presented separately as provision for bad debts. For the year ended June 30, 2019, the Corporation recorded approximately \$658.7 million of implicit price concessions as a direct reduction of patient service revenue that would have been recorded as provision for bad debts prior to the adoption of ASU No. 2014-09. At June 30, 2019, the Corporation recorded \$492.4 million as a direct reduction of accounts receivable that would have been reflected as allowance for doubtful accounts prior to the adoption of ASU No. 2014-09. Other than these changes in presentation on the consolidated statement of operations and changes in net assets, consolidated balance sheet, and the statement of cash flows, the adoption of ASU No. 2014-09 did not have a material impact on the consolidated results of operations for the year ended June 30, 2019. The adoption of ASU No. 2014-09 also changed the Corporation’s operating revenue disclosures.

Effective July 1, 2018, the Corporation adopted the FASB ASU No. 2018-08, “*Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made (Topic 958)*. “ The guidance in ASU No. 2018-08 assists entities in (1) evaluating whether grants and similar transactions should be accounted for as contributions (nonreciprocal) within the scope of Topic 958, or as exchanges (reciprocal) subject to guidance in Topic 606 and (2) determining whether a contribution is conditional. The adoption of the guidance in ASU No. 2018-08 did not have a material impact on the Corporation’s consolidated financial statements.

Effective June 30, 2019, the Corporation adopted the FASB ASU No. 2016-14, “*Presentation of Financial Statements of Not-For-Profit Entities.*” This guidance simplifies and improves how not-for-profit entities classify net assets as well as the information presented in financial statements and notes about liquidity, financial performance and cash flows. Specifically, this guidance reduced the three classifications of net assets on the balance sheet to two classifications. While the adoption of ASU No. 2016-14 had a material effect on the amounts presented as net assets with donor restrictions in the consolidated balance sheets, statements of operations and changes in net assets and impacted certain disclosures, it did not materially impact the Corporation’s financial position, results of operations or cash flows for the year ended June 30, 2019.

In August 2018, the FASB issued ASU No. 2018-13, “*Fair Value Measurement, Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement.*” This guidance adds, modifies, and removes certain disclosure requirements on fair value measurements. This guidance is effective for the Corporation beginning July 1, 2020. This guidance allows for early adoption of only the disclosure modifications and disclosure eliminations. The Corporation early adopted those disclosure modifications and eliminations as of June 30, 2019. The adoption of additional disclosures required by ASU No. 2018-13 will have no impact on the consolidated financial statements of the Corporation but will result in changes to footnote disclosures.

In August 2018, the FASB issued ASU No. 2018-14, “*Defined Benefit Plans (Subtopic 715-20) Disclosure Framework – Changes to the Disclosure Requirements for Defined Benefit Plans*. “ This guidance changes the disclosure requirements of Subtopic 715-20, removing certain disclosure requirements no longer considered cost beneficial and clarifying existing disclosure requirements. This guidance also adds two new disclosure requirements, including disclosure of the weighted average interest crediting rates for cash balance plans, and adding an explanation of the reasons for significant gains and losses related to changes in the benefit obligation for the period. The Corporation early adopted these disclosure changes as of June 30, 2019. The adoption of ASU No. 2018-14 did not have an impact on the consolidated financial statements of the Corporation but resulted in additional footnote disclosures.

In May 2019, the FASB issued ASU No. 2019-06, “*Extending the Private Company Accounting Alternatives on Goodwill and Certain Identifiable Intangible Assets to Not-for-Profit Entities (Topic 350 and Topic 805)*. “ This amendment extends the accounting alternative for goodwill and certain identifiable intangible assets to not-for-profit entities. The accounting alternative permits not-for-profit entities to amortize goodwill on a straight-line basis over 10 years, or less than 10 years (if a lower useful life is appropriate). Upon adoption of the accounting alternative, the entity must make a policy election to test for impairment of goodwill at either the entity level or the reporting unit level, such testing would only occur if an event occurs or circumstances change indicating the fair value of the entity or reporting unit may be below its carrying amount. The guidance was effective for the Corporation for the year ended June 30, 2019. The Corporation did not elect the alternative to amortize goodwill and continues to test goodwill for impairment.

Forthcoming Accounting Pronouncements –

In February 2016, the FASB issued ASU No. 2016-02, “*Leases*. “ This guidance and related amendments introduces a lessee model that brings substantially all leases onto the consolidated balance sheet. The main difference between the guidance in ASU No. 2016-02 and current GAAP is the recognition of right-of-use lease assets and lease liabilities by lessees for those leases classified as operating leases under current GAAP. The Corporation plans to elect the practical expedients upon transition that will retain the lease classification and initial direct costs for any leases that exist prior to adoption of the standard. The Corporation will not reassess whether any contracts entered into prior to adoption are leases. The Corporation has cataloged existing lease contracts and implemented a new system for accounting in accordance with the new guidance. This guidance was effective for the Corporation beginning July 1, 2019. The Corporation is in the process of completing its evaluation of the effect this ASU will have on the consolidated financial statements, but given the material amount of future minimum payments under operating leases at June 30, 2019 discussed in Note 9, the Corporation expects to recognize material right-of-use lease assets and lease liabilities upon adoption of the ASU. The Corporation does not expect a material impact on the consolidated statements of operations and changes in net assets or cash flows.

In March 2017, the FASB issued ASU No. 2017-07, “*Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost*,” which amends the requirements related to the presentation of the components of net periodic benefit cost in the statement of operations and changes in net assets for an entity’s sponsored defined benefit pension and other postretirement plans. This guidance was effective for the Corporation beginning July 1, 2019. As a result of adoption, in the upcoming fiscal year 2020, the Corporation will record \$79.0 million of pension and retiree medical plan income to nonoperating income in the consolidated statement of operations and changes in net assets.

In November 2016, the FASB issued ASU No. 2016-18 “*Restricted Cash*,” which adds and clarifies guidance in the presentation of changes in restricted cash on the statement of cash flows and requires restricted cash to be included with cash and cash equivalents in the statement of cash flows. This guidance does not provide a definition of restricted cash. This guidance was effective for the Corporation beginning July 1, 2019. The adoption of this guidance will change the amounts presented as cash and cash equivalents in the statement of cash flows but will not have a material effect on them. It will also impact certain disclosures but will not materially impact the Corporation’s financial position, results of operation or cash flows.

In August 2016, the FASB issued ASU No. 2016-15, “*Classification of Certain Cash Receipts and Cash Payments*.” This guidance adds and clarifies guidance on the classification of certain cash receipts and payments in the consolidated statement of cash flows. This guidance was effective for the Corporation beginning July 1, 2019. The Corporation does not expect this guidance to have a material impact on its consolidated financial statements.

In August 2018, the FASB issued ASU No. 2018-15, “*Customer’s Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That is a Service Contract*.” This guidance aligns the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software. This guidance is effective for the Corporation beginning July 1, 2021. The Corporation does not expect this guidance to have a material impact on its consolidated financial statements.

In November 2018, the FASB issued ASU No. 2018-18, “*Collaborative Arrangements (Topic 808): Clarifying the Interaction between Topic 808 and Topic 606*.” This guidance clarifies whether certain transactions between collaborative arrangement participants should be accounted for with revenue under Topic 606. This guidance is effective for the Corporation beginning July 1, 2021. The Corporation is still evaluating the impact this guidance will have on its consolidated financial statements.

3. INVESTMENTS IN UNCONSOLIDATED AFFILIATES, BUSINESS ACQUISITIONS AND DIVESTITURES

Investments in Unconsolidated Affiliates – The Corporation and certain of its Health Ministries have investments in entities that are recorded under the cost and equity methods of accounting. As of June 30, 2019 and 2018, the Corporation maintained investments in unconsolidated affiliates with ownership interests ranging from 1.0% to 50.4%. The Corporation’s share of equity earnings from entities accounted for under the equity method was \$376.0 million and \$410.5 million for the years ended June 30, 2019 and 2018, respectively, of which \$57.5 million and \$82.1 million, respectively, is included in other revenue and \$318.5 million and \$328.4 million, respectively, is included in nonoperating items in the consolidated statements of operations and changes in net assets. The most significant of these investments include the following:

BayCare Health System – The Corporation has a 50.4% interest in BayCare Health System Inc. and Affiliates (“BayCare”), a Florida not-for-profit corporation exempt from state and federal income taxes. BayCare was formed in 1997 pursuant to a Joint Operating Agreement (“JOA”) among the not-for-profit, tax-exempt members of the Trinity Health BayCare Participants, Morton Plant Mease Health Care, Inc., and South Florida Baptist Hospital, Inc. (collectively, the “Members”). BayCare consists of three community health alliances located in the Tampa Bay area of Florida, including St. Joseph’s-Baptist Healthcare Hospital, St. Anthony’s Health Care, and Morton Plant Mease Health Care. The Corporation has the right to appoint nine of the 21 voting members of the Board of Directors of BayCare; therefore, the Corporation accounts for BayCare under the equity method of accounting. As of June 30, 2019 and 2018, the Corporation’s investment in BayCare totaled \$3,058 million and \$2,759 million, respectively.

Gateway Health Plan – The Corporation has a 50% interest in Gateway Health Plan, L.P. and subsidiaries (“GHP”), a Pennsylvania limited partnership. GHP has two general partners, Highmark Ventures Inc., formerly known as Alliance Ventures, Inc., and Mercy Health Plan (a wholly owned subsidiary of the Corporation), each owning 1%. In addition to the general partners, there are two limited partners, Highmark Inc. and Mercy Health Plan, each owning 49%. As of June 30, 2019 and 2018, the Corporation’s investment in GHP totaled \$213.7 million and \$207.9 million, respectively.

Catholic Health System, Inc. – The Corporation has a 50% interest in Catholic Health System, Inc. and subsidiaries (“CHS”) with the Diocese of Buffalo holding the remaining 50%. CHS, formed in 1998, is a not-for-profit integrated delivery health care system in western New York. CHS operates several organizations, the largest of which are four acute care hospitals located in Buffalo, New York: Mercy Hospital of Buffalo, Kenmore Mercy Hospital, Sisters of Charity Hospital, and St. Joseph Hospital. As of June 30, 2019 and 2018, the Corporation’s investment in CHS totaled \$97.3 million and \$86.6 million, respectively.

Emory Healthcare/St. Joseph’s Health System – The Corporation has a 49% interest in Emory Healthcare/St. Joseph’s Health System (“EH/SJHS”). EH/SJHS operates several organizations, including two acute care hospitals, St. Joseph’s Hospital of Atlanta and John’s Creek Hospital. As of June 30, 2019 and 2018, the Corporation’s investment in EH/SJHS totaled \$136.7 million and \$113.7 million, respectively.

Mercy Health Network – The Corporation has a 50% interest in Mercy Health Network, dba MercyOne, (“MHN”), a nonstock-basis membership corporation with CommonSpirit Health, formerly known as Catholic Health Initiatives, (“CSH”) holding the remaining 50% interest. MHN is the sole member of Wheaton Franciscan Services, Inc. (“WFSI”) that operates three hospitals in Iowa: Covenant Medical Center located in Waterloo, Sartori Memorial Hospital located in Cedar Falls and Mercy Hospital of Franciscan Sisters located in Oelwein. In November 2018, a subsidiary of MHN acquired Central Community Hospital, a critical access hospital located in Elkader, Iowa, and as a result of this transaction, the Corporation recognized an inherent contribution of \$3.7 million for the year ended June 30, 2019, in the consolidated statement of operations and changes in net assets.

Effective March 1, 2016, the Corporation and CSH amended and restated their existing MHN Joint Operating Agreement (“JOA”) that governs certain of their legacy operations in Iowa to strengthen MHN’s management responsibilities over the Iowa operations, to jointly acquire health care operations in Iowa and contiguous markets, and to provide for greater financial, governance and clinical integration. The JOA provides for the Corporation and CSH to maintain ownership of their respective assets in Iowa while agreeing to operate the Corporation’s Iowa hospitals in collaboration with CSH’s Mercy Hospital Medical Center, Des Moines, Iowa, as one organization with common governance and management. MHN has developed a regional health care network that provides for a collaborative effort in the areas of community health care development, enhanced access to health services for the poor and sharing of other common goals. Under the JOA, the Corporation and CSH equally share adjusted operating cash flow from Iowa operations, which commenced in July 2016. For the years ended June 30, 2019, and 2018, other expense includes a charge of \$6.2 million and \$11.9 million, respectively, related to the cash flow sharing agreement. As of June 30, 2019 and 2018, the Corporation’s investment in MHN totaled \$95.7 million and \$89.5 million, respectively.

Condensed consolidated balance sheets of BayCare, GHP, CHS, EH/SJHS and MHN as of June 30 are as follows (in thousands):

	2019				
	BayCare	GHP	CHS	EH/SJHS	MHN
Total assets	\$ 8,390,504	\$ 1,093,943	\$ 1,335,359	\$ 534,806	\$ 301,725
Total liabilities	\$ 2,141,893	\$ 663,102	\$ 1,066,702	\$ 275,275	\$ 105,207
	2018				
	BayCare	GHP	CHS	EH/SJHS	MHN
Total assets	\$ 7,636,800	\$ 1,110,648	\$ 1,167,006	\$ 514,789	\$ 277,175
Total liabilities	\$ 1,976,618	\$ 695,165	\$ 919,050	\$ 287,833	\$ 95,673

Condensed consolidated statements of operations of BayCare, GHP, CHS, EH/SJHS and MHN for the years ended June 30 are as follows (in thousands):

	2019				
	BayCare	GHP	CHS	EH/SJHS	MHN
Revenue, net	\$ 3,921,211	\$ 2,518,789	\$ 1,169,970	\$ 696,240	\$ 390,429
Excess of revenue over expenses	\$ 614,424	\$ 19,731	\$ (2,349)	\$ 43,302	\$ 8,014
	2018				
	BayCare	GHP	CHS	EH/SJHS	MHN
Revenue, net	\$ 3,714,049	\$ 2,538,078	\$ 1,151,008	\$ 509,373	\$ 365,764
Excess of revenue over expenses	\$ 587,888	\$ 82,270	\$ 25,086	\$ 37,465	\$ (16,115)

The following amounts have been recognized in the accompanying consolidated statements of operations and changes in net assets related to the investments in BayCare, GHP, CHS, EH/SJHS and MHN for the years ended June 30 (in thousands):

	2019				
	BayCare	GHP	CHS	EH/SJHS	MHN
Other revenue	\$ -	\$ 9,066	\$ -	\$ -	\$ 2,511
Equity in earnings of unconsolidated organizations	295,688	-	(1,175)	23,591	-
Other changes in unrestricted net assets	6,373	(8,283)	11,932	-	-
Total	<u>\$ 302,061</u>	<u>\$ 783</u>	<u>\$ 10,757</u>	<u>\$ 23,591</u>	<u>\$ 2,511</u>
	2018				
	BayCare	GHP	CHS	EH/SJHS	MHN
Other revenue	\$ -	\$ 42,037	\$ -	\$ -	\$ (6,215)
Equity in earnings of unconsolidated organizations	296,354	-	12,543	22,495	-
Other changes in unrestricted net assets	8,125	(8,936)	(11,151)	-	-
Total	<u>\$ 304,479</u>	<u>\$ 33,101</u>	<u>\$ 1,392</u>	<u>\$ 22,495</u>	<u>\$ (6,215)</u>

The unaudited summarized financial position and results of operations for the entities accounted for under the equity method excluding BayCare, GHP, CHS, EH/SJHS and MHN as of and for the years ended June 30 are as follows (in thousands):

	2019					
	Medical Office Buildings	Outpatient and Diagnostic Services	Ambulatory Surgery Centers	Physician Hospital Organizations	Other Investees	Total
	Total assets	\$ 69,646	\$ 281,538	\$ 55,037	\$ 99,365	\$ 738,944
Total liabilities	\$ 48,413	\$ 121,091	\$ 20,769	\$ 23,363	\$ 339,819	\$ 553,455
Revenue, net	\$ 15,615	\$ 296,004	\$ 88,662	\$ 20,510	\$ 1,498,902	\$ 1,919,693
Excess (deficiency) of revenue over expenses	\$ 3,777	\$ 31,910	\$ 25,621	\$ (827)	\$ 41,052	\$ 101,533

	2018					
	Medical Office Buildings	Outpatient and Diagnostic Services	Ambulatory Surgery Centers	Physician Hospital Organizations	Other Investees	Total
	Total assets	\$ 70,038	\$ 218,821	\$ 52,003	\$ 75,560	\$ 684,176
Total liabilities	\$ 51,116	\$ 97,123	\$ 20,815	\$ 30,830	\$ 347,034	\$ 546,918
Revenue, net	\$ 16,391	\$ 277,352	\$ 85,617	\$ 52,892	\$ 1,522,794	\$ 1,955,046
Excess (deficiency) of revenue over expenses	\$ 2,604	\$ 30,738	\$ 24,470	\$ (2,762)	\$ 43,516	\$ 98,566

Acquisitions:

MacNeal Hospital and MacNeal Health Providers (“MacNeal”) – On March 1, 2018, the Corporation’s Loyola University Health System (“Loyola”), through a wholly controlled subsidiary, purchased the assets of MacNeal Hospital, located in Berwyn, Illinois, and certain other health care operations affiliated with the hospital from an affiliate of Tenet Healthcare Corporation. MacNeal is a health care system that includes a 368-bed community hospital, clinical laboratory, physician medical group, real estate management company, accountable care organization and clinically integrated network. The acquisition of MacNeal will expand Loyola’s delivery network for people-centered care, which includes population health and community health. As a result of this transaction, the Corporation recognized goodwill of \$142.4 million as cash consideration paid exceeded net assets acquired for the year ended June 30, 2018. The majority of the transaction costs totaling \$2.0 million were accrued and paid during the year ended June 30, 2018, primarily for legal and consulting services, and are included in purchased services in the consolidated statement of operations and changes in net assets.

Summarized consolidated balance sheet information for MacNeal at March 1, 2018, is shown below (in thousands):

Cash, cash equivalents, and investments	\$ 226	Current portion of long-term debt	\$ 926
Patient accounts receivable, net	51,238	Accounts payable and accrued expenses	21,463
Other receivables	4,670	Salaries, wages and related liabilities	14,679
Inventory	5,073	Estimated payables to third-party payors	38,204
Prepaid expenses and other current assets	889	Long-term debt	654
Property and equipment	121,790	Other long-term liabilities	1,238
Investment in unconsolidated affiliates	500	Total liabilities acquired	<u>\$ 77,164</u>
Excess cost over net asset acquisition	142,357		
Other intangible assets	3,500	Total net assets without donor restrictions	<u>\$ 256,364</u>
Other assets	<u>3,285</u>		
Total assets acquired	<u>\$ 333,528</u>		

For the year ended June 30, 2019 and the four-month period ended June 30, 2018, MacNeal reported revenue of \$345.5 million and \$116.3 million, respectively, and deficiency of revenue over expenses of \$1.6 million and \$1.0 million, respectively, in the consolidated statements of operations and changes in net assets.

Sales and Divestitures:

St. Joseph Mercy Chelsea Hospital (“Chelsea”) – Effective July 1, 2018, the Corporation, through its subsidiary Trinity Health - Michigan, sold a 49% noncontrolling membership interest to the Regents of the University of Michigan as part of a broader initiative to develop and implement new collaborations on a statewide basis throughout Michigan to improve the health of the communities that they serve and enhance the efficiencies and value of the systems’ delivery of health care. The Corporation maintains control of Chelsea. At the effective date, \$53.8 million was recorded as noncontrolling ownership interest in subsidiaries in the consolidated statements of operations and changes in net assets and on the consolidated balance sheet. For the year ended June 30, 2019, the Corporation’s consolidated statements of operations and changes in net assets included revenue of \$173.2 million and deficiency of revenue over expenses of \$2.3 million, related to the operations of Chelsea prior to the provision for noncontrolling ownership interest.

Membership Transfer Agreement Lourdes Health System (“Lourdes”) – Effective June 30, 2019, Maxis, a wholly-controlled subsidiary of Trinity Health, transferred membership interests of Our Lady of Lourdes Health Care Services, Inc. (the Lourdes legal entity) from Maxis to Virtua Health, Inc. (“Virtua”). The transfer to Virtua included substantially all of the health care operations and certain assets and working capital of Lourdes effective as of June 30, 2019. Lourdes includes Our Lady of Lourdes Medical Center (Camden, NJ) and Lourdes Medical Center of Burlington County (Willingboro, NJ) and their affiliated operations. As a result of the Membership Transfer agreement executed on June 4, 2018, certain assets and liabilities met the criteria to be classified as held for sale in accordance with the guidance in the FASB’s Accounting Standards Codification 360, “*Property, Plant and Equipment.*” Assets of \$67.8 million were reclassified as “assets held for sale” in current assets and related liabilities of \$32.4 million were reclassified as “liabilities held for sale” in current liabilities in the accompanying consolidated balance sheet as of June 30, 2018. These assets and liabilities were recorded at the lower of their carrying amount or their fair value less estimated costs to sell. As further described in Note 5, an asset impairment charge of \$69.9 million was recorded in the statement of operations and changes in net assets during the year ended June 30, 2018 to write-down fixed assets held for sale to their estimated fair value, less estimated costs to sell, as a result of the planned divestiture of these assets. As a result of the transaction, a loss on transfer of \$57.4 million was recorded in the statement of operations and changes in net assets for the year-ended

June 30, 2019. For the years ended June 30, 2019 and 2018, the Corporation's consolidated statements of operations and changes in net assets included revenue of \$542.4 million and \$564.2 million, respectively, and deficiency of revenue over expenses of \$90.6 million and \$93.6 million respectively, related to the operations of Lourdes.

4. OPERATING REVENUE

Operating revenue consists primarily of net patient service revenue and premium and capitation revenue. Revenue from patient's deductibles and coinsurance are included in the categories presented below based on the primary payer. Premium revenue primarily results from the Corporation's health plans, which sell Medicare Advantage products, under two separate contracts with CMS. The table below shows sources of net patient service revenue by primary payer for the year ended June 30 (in thousands):

	<u>2019</u>
Net patient service revenue, by payer:	
Medicare	\$ 6,681,591
Blue Cross	3,384,270
Medicaid	2,640,210
Uninsured	372,364
Commercial and Other	<u>3,523,453</u>
Net patient service revenue, by payer	<u>\$ 16,601,888</u>

Patient service revenue, net of contractual and other allowances (but before provision for bad debts) recognized during the year ended June 30 are as follows (in thousands):

	<u>2018</u>
Patient service revenue, by payer:	
Medicare	\$ 6,321,196
Blue Cross	3,427,570
Medicaid	2,603,890
Uninsured	453,003
Commercial and Other	<u>3,600,593</u>
Patient service revenue, by payer	<u>\$ 16,406,252</u>

The composition of net patient service revenue and other revenue based on service lines for the year ended June 30 (in thousands) are as follows:

	<u>2019</u>
Service line net patient service revenue:	
Acute care - inpatient	\$ 7,531,801
Acute care - outpatient	6,351,416
Physician services	1,986,771
Long term care	324,644
Home health care	<u>407,256</u>
Net patient service revenue, by service line	<u>\$ 16,601,888</u>
Premium revenue	612,487
Capitation revenue	448,413
Revenue from other sources	<u>1,630,435</u>
Total operating revenue	<u>\$ 19,293,223</u>

5. LONG-LIVED ASSETS

Property and Equipment:

A summary of property and equipment as of June 30 is as follows (in thousands):

	<u>2019</u>	<u>2018</u>
Land	\$ 357,802	\$ 354,787
Buildings and improvements	9,928,543	9,277,115
Equipment	6,264,515	6,194,869
Capital leased assets	133,181	160,685
Total	16,684,041	15,987,456
Accumulated depreciation and amortization	(9,439,638)	(9,068,253)
Construction in progress	1,115,571	1,106,377
Property and equipment, net	<u>\$ 8,359,974</u>	<u>\$ 8,025,580</u>

As of June 30, 2019, commitments for capital projects of approximately \$334.7 million were outstanding. Significant commitments are primarily for facility expansion at existing campuses and related infrastructures at the following Health Ministries: Mount Carmel Health System in Columbus, Ohio – \$70.8 million; Mercy Health Campus in Muskegon, Michigan – \$42.2 million; St. Peter’s Health Partners in Albany, New York – \$39.2 million; St. Mary Mercy in Livonia, Michigan – \$20.6 million; and MercyOne Medical Center in Dubuque, Iowa – \$18.7 million. Additionally, Trinity Information Services has commitments of \$42.8 million primarily related to system-wide software licenses and upgrades. The remaining amount is due to several smaller projects across the Corporation.

In conjunction with the acquisition of St. Francis Hospital and Medical Center, Hartford, CT (“SFC”) during the year ended June 30, 2016, the Corporation committed to \$275 million of capital spending over five years, if performance metrics were achieved, with the commitment period ending June 30, 2020. The Corporation’s related capital spending for SFC through June 30, 2019 is \$193.2 million.

Goodwill:

The following table provides information on changes in the carrying amount of goodwill, which is included in the accompanying consolidated financial statements of the Corporation as of June 30 (in thousands):

	<u>2019</u>	<u>2018</u>
As of July 1:		
Goodwill	\$ 468,441	\$ 331,024
Accumulated impairment loss	(29,981)	(29,981)
Total	438,460	301,043
Goodwill acquired during the year	-	156,593
Reclassification to assets held for sale	-	(19,176)
Impairment loss	(1,057)	-
Total	<u>\$ 437,403</u>	<u>\$ 438,460</u>
As of June 30:		
Goodwill	\$ 468,441	\$ 468,441
Accumulated impairment loss	(31,038)	(29,981)
Total	<u>\$ 437,403</u>	<u>\$ 438,460</u>

Impairments:

During the year ended June 30, 2019, the Corporation recorded impairment charges of \$25.2 million in the consolidated statement of operations and changes in net assets. \$23.4 million of the impairments were primarily at certain facilities of four Health Ministries across the Corporation where material adverse trends in the most recent estimates of future undiscounted cash flows indicated that the carrying value of the long-lived assets were not recoverable from estimated future cash flows. The Corporation believes the most significant factors contributing to the continuing adverse financial trends in these locations include reduction in volumes, shifts in payer mix or a reduction in the remaining estimated useful life of the assets. The total impairments were comprised of \$23.4 million of property and equipment, and \$1.8 million of goodwill and other assets.

During the year ended June 30, 2018, the Corporation recorded impairment charges of \$264.4 million in the consolidated statement of operations and changes in net assets. \$107.8 million of impairments were due to the Corporation's decision to move to a single, enterprise-wide electronic health record and revenue cycle management system platform. The integrated system will enable the health system to improve experiences for patients and clinicians. The project has commenced during fiscal year 2019. As discussed in Note 3, \$69.9 million of the impairments were due to the planned divestiture of the Corporation's Lourdes subsidiary. \$86.7 million of the impairments were primarily at three Health Ministries across the Corporation where material adverse trends in the most recent estimates of future undiscounted cash flows indicated that the carrying value of the long-lived assets were not recoverable from estimated future cash flows. The Corporation believes the most significant factors contributing to the continuing adverse financial trends in these locations include reduction in volumes and shifts in payer mix. The total impairments were comprised of \$15.7 million of land, \$244.4 million of property and equipment, and \$4.3 million of intangible and other assets.

6. LONG-TERM DEBT AND OTHER FINANCING ARRANGEMENTS

A summary of short-term borrowings and long-term debt as of June 30 is as follows (in thousands):

	<u>2019</u>	<u>2018</u>
Short-term borrowings:		
Variable rate demand bonds with contractual maturities through 2049. Interest payable monthly at rates ranging from 0.85% to 2.40% during 2019 and 0.74% to 1.82% during 2018	<u>\$ 686,670</u>	<u>\$ 711,020</u>
Long-term debt:		
Tax-exempt revenue bonds and refunding bonds:		
Fixed-rate term and serial bonds, payable at various dates through 2049. Interest rates ranging from 2.72% to 6.25% during 2019 and 2.00% to 8.38% during 2018	\$ 4,388,570	\$ 4,288,594
Variable-rate term bonds, payable at various dates through 2051. Interest rates ranging from 1.32% to 3.19% during 2019 and 1.15% to 2.95% during 2018	830,967	834,812
Taxable revenue bonds:		
Fixed-rate term, payable in 2046. Interest rate of 4.13% during 2019 and 2018	481,515	481,515
Variable-rate term bonds, payable at various dates through 2051. Interest rates ranging from 2.53% to 2.97% during 2019 and 1.68% to 2.43% during 2018	54,680	54,680
Notes payable to banks. Interest payable at rates ranging from 1.44% to 5.15% during 2019 and 1.44% to 8.00% during 2018, fixed and variable, payable in varying monthly installments through 2032	27,214	30,693
Capital lease obligations (excluding imputed interest of \$24.9 million at June 30, 2019 and \$28.9 million at June 30, 2018)	69,715	81,618
Mortgage obligations. Interest payable at rates ranging from 3.35% to 5.04% during 2019 and 3.05% to 5.75% during 2018	70,817	78,396
Other	59,223	55,270
Total long-term debt	<u>5,982,701</u>	<u>5,905,578</u>
Less current portion, net of current discounts	(126,727)	(276,295)
Unamortized debt issuance costs	(37,670)	(37,838)
Unamortized premiums, net	404,604	390,696
Long-term debt, net of current portion	<u>\$ 6,222,908</u>	<u>\$ 5,982,141</u>

Contractually obligated principal repayments on short-term borrowings and long-term debt are as follows (in thousands):

	<u>Short-Term Borrowings</u>	<u>Long-Term Debt</u>
Years ending June 30:		
2020	\$ 19,395	\$ 127,400
2021	16,810	118,021
2022	17,735	117,001
2023	16,395	124,408
2024	16,920	127,016
Thereafter	<u>599,415</u>	<u>5,368,855</u>
Total	<u>\$ 686,670</u>	<u>\$ 5,982,701</u>

A summary of interest costs on borrowed funds primarily under the revenue bond indentures during the years ended June 30 is as follows (in thousands):

	<u>2019</u>	<u>2018</u>
Interest costs incurred	\$ 256,692	\$ 240,748
Less capitalized interest	<u>(17,748)</u>	<u>(15,866)</u>
Interest expense included in operations	<u>\$ 238,944</u>	<u>\$ 224,882</u>

Obligated Group and Other Requirements – The Corporation has debt outstanding under a master trust indenture dated October 3, 2013, as amended and supplemented, the amended and restated master indenture (“ARMI”). The ARMI permits the Corporation to issue obligations to finance certain activities. Obligations issued under the ARMI are joint and several obligations of the obligated group established thereunder (the “Obligated Group,” which currently consists of the Corporation). Proceeds from tax-exempt bonds and refunding bonds are to be used to finance the construction, acquisition and equipping of capital improvements. Proceeds from taxable bonds are to be used to finance corporate purposes. Certain Health Ministries of the Corporation constitute designated affiliates and the Corporation covenants to cause each designated affiliate to pay, loan or otherwise transfer to the Obligated Group such amounts necessary to pay the amounts due on all obligations issued under the ARMI. The Obligated Group and the designated affiliates are referred to as the Trinity Health Credit Group.

Effective June 28, 2019, the St. Peter’s obligated group and master trust indenture were discharged and certain New York entities that constitute designated affiliates were formally transitioned to the Trinity Health Credit Group. Prior to June 28, 2019, those New York entities, consisting of St. Peter’s Hospital of the City of Albany; St Peter’s Health Partners; Memorial Hospital, Albany, New York; Samaritan Hospital of Troy, New York; Seton Health System, Inc.; Sunnyview Hospital and Rehabilitation Center; the Capital Region Geriatric Center, Inc. and Hawthorne Ridge, Inc., were included in the Corporation’s consolidated financial statements, but were not part of the Trinity Health Credit Group. Additionally, St. Joseph’s Hospital Health Center, Syracuse, New York became a designated affiliate on June 28, 2019. Also, as a result of the transfer of Lourdes, described in Note 3, the related designated affiliates were removed from the Trinity Health Credit Group effective June 30, 2019.

Pursuant to the ARMI, the Obligated Group agent (which is the Corporation) has caused the designated affiliates representing, when combined with the Obligated Group members, at least 85% of the consolidated net revenues of the Trinity Health Credit Group to grant to the master trustee security interests in their pledged property which security interests secure all obligations issued under the ARMI. There are several conditions and covenants required by the ARMI with which the Corporation must comply, including

covenants that require the Corporation to maintain a minimum historical debt-service coverage and limitations on liens or security interests in property, except for certain permitted encumbrances, affecting the property of the Corporation or any material designated affiliate (a designated affiliate whose total revenues for the most recent fiscal year exceed 5% of the combined total revenues of the Corporation for the most recent fiscal year). Long-term debt outstanding as of June 30, 2019 and 2018, that has not been secured under the ARMI is generally collateralized by certain property and equipment.

Further, Mercy Health System of Chicago (“MHSC”) has a \$53.3 million mortgage loan outstanding at June 30, 2019, that is insured by the U.S. Department of Housing and Urban Development (“HUD”). MHSC’s payment obligations under the two mortgage notes evidencing this loan are guaranteed by the Corporation. The mortgage loan agreements with HUD contain various covenants, including those relating to limitations on incurring additional debt, transactions with affiliates, transferring or disposing of designated property, use of funds and other assets of the mortgaged property, financial performance, required reserves, insurance coverage, timely submission of specified financial reports and restrictions on prepayment of the mortgage loan. MHSC and the Corporation provided covenants to HUD not to interfere in the performance of MHSC’s obligations under the HUD-insured loan documents. MHSC is not a designated affiliate and is not part of the Trinity Health Credit Group.

Commercial Paper – The Corporation’s commercial paper program is authorized for borrowings up to \$600 million. As of June 30, 2019 and 2018, the total amount of commercial paper outstanding was \$99.5 million and \$99.9 million, respectively. Proceeds from this program are to be used for general purposes of the Corporation. The notes are payable from the proceeds of subsequently issued notes and from other funds available to the Corporation, including funds derived from the liquidation of securities held by the Corporation in its investment portfolio. The interest rate charged on borrowings outstanding during the years ended June 30, 2019 and 2018, ranged from 1.89% to 2.55% and 1.03% to 2.03%, respectively.

Liquidity Facilities – On August 30, 2018, the Corporation reduced its commitment amount from \$931 million to \$900 million under a single Credit Agreement (the “Credit Agreement”), by and among the Corporation and U.S. Bank National Association, which acts as an administrative agent for a group of lenders under the Credit Agreement. The Credit Agreement establishes a revolving credit facility for the Corporation, under which that group of lenders agree to lend to the Corporation amounts that may fluctuate from time to time. Amounts drawn under the Credit Agreement can only be used to support the Corporation’s obligation to pay the purchase price of bonds that are subject to tender and that have not been successfully remarketed, and the maturing principal of and interest on commercial paper notes. Of the \$900 million available balance, the amount is divided equally among the three tranches (\$300 million each), with maturity dates of August 2020, August 2021 and August 2022. The Credit Agreement is secured by obligations under the ARMI. As of June 30, 2019 and 2018, there were no amounts outstanding on this Credit Agreement. See Note 14 for further discussion of liquidity facilities.

In addition, in August 2017, the Corporation renewed a three-year general purpose credit facility of \$200 million. As of June 30, 2019 and 2018, there were no amounts outstanding under this credit facility. See Note 14 for further discussion of liquidity facilities.

Standby Letters of Credit – The Corporation has entered into various standby letters of credit totaling \$107.0 million and \$56.9 million as of June 30, 2019 and 2018, respectively. These standby letters of credit are renewed annually and are available to the Corporation as necessary under its insurance programs and for unemployment liabilities. There were no draws on the letters of credit during the years ended June 30, 2019 and 2018.

Transactions – In October 2017, the Corporation remarketed \$50 million in tax-exempt, variable-rate hospital revenue bonds under the ARMI, pursuant to a continuing covenant agreement with a private purchaser which provides for a three-year mandatory tender period (subject to mandatory tender on October 2, 2020).

During December 2017, the Trinity Health Credit Group issued \$986.1 million par value in tax-exempt fixed-rate hospital revenue bonds at a premium of \$137.0 million under the ARMI. Proceeds were used to refund \$504.4 million of certain tax-exempt bonds and pay down \$217.5 million of then outstanding taxable commercial paper obligations in December 2017. The remaining proceeds were used to finance, refinance and reimburse a portion of the costs of acquisition, construction, and renovation and equipping of health facilities. The Corporation advance refunded the bonds by depositing funds in trustee-held escrow accounts exclusively for the payment of principal and interest. The trustees/escrow agents are solely responsible for the subsequent extinguishment of the bonds. The trustee-held escrow accounts are invested in U.S. government securities.

Also during December 2017, tax-exempt bonds of \$204 million were converted from variable-rate to fixed-rate bonds. Concurrently during December 2017, the Trinity Health Credit Group issued \$131.5 million of additional bonds under the existing taxable fixed-rate bonds that were originally issued in 2015, at a premium of \$7.2 million. Proceeds were used to refund \$56.0 million of the tax-exempt bonds. Remaining proceeds were used to finance corporate purposes of the Corporation and its affiliates and to pay certain costs of issuance. The Corporation advance refunded the tax-exempt bonds by depositing funds in trustee-held escrow accounts exclusively for the payment of principal and interest. The trustees/escrow agents are solely responsible for the subsequent extinguishment of the bonds. The trustee-held escrow accounts are invested in U.S. government securities. In January 2018, tax-exempt bonds of \$49.2 million were converted from variable-rate to fixed-rate bonds.

During February 2019, the Trinity Health Credit Group issued \$347.0 million par value tax-exempt fixed-rate hospital revenue bonds at a premium of \$36.5 million under the ARMI. Proceeds were used to partially refund \$78.9 million of certain tax-exempt bonds. The remaining proceeds will be used to refinance and reimburse a portion of the costs of acquisition, construction, and renovation and equipping of health facilities. The Corporation also refunded certain tax-exempt bonds within 90 days of the call date of such bonds, by depositing funds in trustee-held escrow accounts exclusively for the payment of principal and interest of such bonds. The trustees/escrow agents are solely responsible for the subsequent extinguishment of the bonds. The trustee held escrow accounts are invested in U.S. government securities. Also during February 2019, \$75.0 million of tax-exempt variable-rate direct placement bonds were converted to a floating rate note.

As a result of the divestiture of Lourdes on June 30, 2019, described in Note 3, the Corporation defeased approximately \$85.2 million of bonds through the funding of various escrow accounts on June 28, 2019. In addition, the Corporation redeemed approximately \$1.3 million of bonds on June 28, 2019.

7. PROFESSIONAL AND GENERAL LIABILITY PROGRAMS

The Corporation operates a wholly owned insurance company, Trinity Assurance, Ltd. (“TAL”). TAL qualifies as a captive insurance company and provides certain insurance coverage to the Corporation’s Health Ministries under a centralized program. The Corporation is self-insured for certain levels of general and professional liability, workers’ compensation and certain other claims. The Corporation has limited its liability by purchasing other coverages from unrelated third-party commercial insurers. TAL has also limited its liability through commercial reinsurance arrangements.

The Corporation’s current self-insurance program includes \$15 million per occurrence for the primary layers of professional liability as well as \$10 million per occurrence for general and hospital government liability, \$5 million per occurrence for miscellaneous errors and omissions liability, and \$1 million per

occurrence for management liability (directors' and officers' and employment practices), network security and privacy liability and certain other coverages. In addition, through TAL and its various commercial reinsurers, the Corporation maintains integrated excess liability coverage with separate annual aggregate limits for professional/general liability and management liability. The Corporation self-insures \$750,000 per occurrence for workers' compensation in most states, with commercial insurance providing coverage up to the statutory limits, and self-insures up to \$500,000 per occurrence for first-party property damage with commercial insurance providing additional coverage. Privacy and network security coverage in excess of the self-insurance is also commercially insured.

The liability for self-insurance reserves represents estimates of the ultimate net cost of all losses and loss adjustment expenses, which are incurred but unpaid at the consolidated balance sheet date. The reserves are based on the loss and loss adjustment expense factors inherent in the Corporation's premium structure. Independent consulting actuaries determined these factors from estimates of the Corporation's expenses and available industry-wide data. The Corporation discounts the reserves to their present value using a 2.5% and 3% discount rate as of June 30, 2019 and 2018, respectively. The reserves include estimates of future trends in claim severity and frequency. Although considerable variability is inherent in such estimates, management believes that the liability for unpaid claims and related adjustment expenses is adequate based on the loss experience of the Corporation. The estimates are continually reviewed and adjusted as necessary. The changes to the estimated self-insurance reserves were determined based upon the annual independent actuarial analyses.

Claims in excess of certain insurance coverage and the recorded self-insurance liability have been asserted against the Corporation by various claimants. The claims are in various stages of processing and some may ultimately be brought to trial. There are known incidents occurring through June 30, 2019, that may result in the assertion of additional claims and other claims may be asserted arising from services provided in the past. While it is possible that settlement of asserted claims and claims which may be asserted in the future could result in liabilities in excess of amounts for which the Corporation has provided, management, based upon the advice of legal counsel, believes that the excess liability, if any, should not materially affect the consolidated financial statements of the Corporation.

8. PENSION AND OTHER BENEFIT PLANS

Deferred Compensation – The Corporation has nonqualified deferred compensation plans at certain Health Ministries that permit eligible employees to defer a portion of their compensation. The deferred amounts are distributable in cash after retirement or termination of employment. As of June 30, 2019 and 2018, the assets under these plans totaled \$256.0 million and \$230.4 million, respectively, and liabilities totaled \$269.3 million and \$240.3 million, respectively, which are included in self-insurance, benefit plans and other assets and other long-term liabilities in the consolidated balance sheets.

Defined Contribution Benefits – The Corporation sponsors defined contribution pension plans covering substantially all of its employees. These programs are funded by employee voluntary contributions, subject to legal limitations. Employer contributions to these plans include a nonelective contribution of 3% for participants who satisfy certain eligibility requirements, with a minimum nonelective contribution for certain participants, and varying levels of matching contributions based on employee service. The employees direct their voluntary contributions and employer contributions among a variety of investment options. Contribution expense under the plans totaled \$353.6 million and \$336.2 million for the years ended June 30, 2019 and 2018, respectively.

Noncontributory Defined Benefit Pension Plans (“Pension Plans”) – The Corporation maintains qualified Pension Plans that are closed to new participants and under which benefit accruals are frozen. Certain nonqualified, supplemental plan arrangements also provide retirement benefits to specified groups of participants.

Certain plans are subject to the provisions of the Employee Retirement Security Act of 1974 (“ERISA”). The majority of the plans sponsored by the Corporation are intended to be “Church Plans,” as defined in the Code Section 414(e) and Section 3(33) of the ERISA, as amended, which have not made an election under Section 410(d) of the Code to be subject to ERISA. The Corporation’s adopted funding policy for its qualified church plans, which is reviewed annually, is to fund the current service cost based on the accumulated benefit obligations and amortization of any under or over funding.

Postretirement Health Care and Life Insurance Benefits (“Postretirement Plans”) – The Corporation sponsors both funded and unfunded contributory plans to provide health care benefits to certain of its retirees. All of the Postretirement Plans are closed to new participants. The Postretirement Plans cover certain hourly and salaried employees who retire from certain Health Ministries. Medical benefits for these retirees are subject to deductibles and cost sharing provisions. The funded plans provide benefits to certain retirees at fixed dollar amounts in health reimbursement account arrangements for Medicare eligible participants.

The following table sets forth the changes in projected benefit obligations, accumulated postretirement obligations and changes in plan assets and funded status of the plans for both the Pension Plans and Postretirement Plans for the years ended June 30 (in thousands):

	<u>2019</u>	<u>2018</u>	<u>2019</u>	<u>2018</u>
	<u>Pension Plans</u>		<u>Postretirement Plans</u>	
Change in Benefit Obligations:				
Benefit obligation, beginning of year	\$ 7,190,747	\$ 7,713,581	\$ 123,762	\$ 135,753
Service cost	-	-	87	168
Interest cost	313,309	313,868	5,290	5,342
Actuarial loss (gain)	560,724	(388,277)	(3,697)	(11,326)
Benefits paid	(454,129)	(448,425)	(6,238)	(6,243)
Medicare Part D reimbursement	-	-	25	68
Plan change	-	-	(652)	-
Benefit obligation, end of year	<u>7,610,651</u>	<u>7,190,747</u>	<u>118,577</u>	<u>123,762</u>
Change in Plan Assets:				
Fair value of plan assets, beginning of year	6,533,160	6,433,395	113,506	106,168
Actual return on plan assets	499,917	363,810	10,415	10,999
Employer contributions	127,049	184,380	2,280	2,582
Benefits paid	(454,129)	(448,425)	(6,238)	(6,243)
Fair value of plan assets, end of year	<u>6,705,997</u>	<u>6,533,160</u>	<u>119,963</u>	<u>113,506</u>
Unfunded amount recognized June 30	<u>\$ (904,654)</u>	<u>\$ (657,587)</u>	<u>\$ 1,386</u>	<u>\$ (10,256)</u>
Recognized in other long-term assets	\$ 101	\$ 435	\$ 29,869	\$ 19,981
Recognized in accrued pension and retiree health costs	\$ (904,755)	\$ (658,022)	\$ (28,483)	\$ (30,237)

Actuarial losses during 2019 are due primarily to decreases in the discount rates used to measure plan liabilities and changes in demographics. Actuarial gains during 2018 are due primarily to increases in discount rates used to measure plan liabilities and changes in mortality assumptions. One of the postretirement plans was modified to exclude life insurance eligibility for participants not retired as of December 31, 2018 resulting in a gain of \$0.6 million.

The accumulated benefit obligation for all defined benefit pension plans was \$7,610,527 and \$7,190,428 at June 30, 2019 and 2018, respectively.

**Information for pension plans with an accumulated benefit
obligation in excess of plan assets**

	<u>2019</u>	<u>2018</u>
Accumulated benefit obligation	\$ 7,601,244	\$ 7,181,243
Fair value of plan assets	<u>6,696,610</u>	<u>6,523,540</u>
Funded status	<u>\$ (904,634)</u>	<u>\$ (657,703)</u>

**Information for pension plans with a projected benefit
obligation in excess of plan assets**

	<u>2019</u>	<u>2018</u>
Projected benefit obligation	\$ 7,601,365	\$ 7,181,565
Fair value of plan assets	<u>6,696,610</u>	<u>6,523,540</u>
Funded status	<u>\$ (904,755)</u>	<u>\$ (658,025)</u>

The accumulated postretirement benefit obligation for all plans was \$118,577 and \$123,762 at June 30, 2019 and 2018, respectively.

**Information for postretirement plans with an accumulated benefit
obligation in excess of plan assets**

	<u>2019</u>	<u>2018</u>
Accumulated benefit obligation	\$ 28,782	\$ 30,721
Fair value of plan assets	<u>508</u>	<u>591</u>
Funded status	<u>\$ (28,274)</u>	<u>\$ (30,130)</u>

Components of net periodic benefit income for the years ended June 30 consisted of the following (in thousands):

	<u>2019</u>	<u>2018</u>	<u>2019</u>	<u>2018</u>
	<u>Pension Plans</u>		<u>Postretirement Plans</u>	
Service cost	\$ -	\$ -	\$ 87	\$ 168
Interest cost	313,309	313,868	5,290	5,342
Expected return on assets	(425,523)	(440,103)	(7,716)	(7,735)
Amortization of prior service credit	(5,428)	(9,057)	(421)	(501)
Recognized net actuarial loss (gain)	67,590	77,869	(1,188)	(183)
Net periodic benefit income	<u>\$ (50,052)</u>	<u>\$ (57,423)</u>	<u>\$ (3,948)</u>	<u>\$ (2,909)</u>

The amounts included in net assets without donor restrictions, including amounts arising during the year and amounts reclassified into net periodic benefit cost, are as follows (in thousands):

	Pension Plans			
	Net	Prior	Total	
	Loss (Gain)	Service Credit		
Balance at July 1, 2017	\$ 2,595,555	\$ (125,670)	\$ 2,469,885	
Reclassified into net periodic benefit cost	(77,869)	9,057	(68,812)	
Arising during the year	(311,976)	-	(311,976)	
Balance at June 30, 2018	\$ 2,205,710	\$ (116,613)	\$ 2,089,097	
Reclassified into net periodic benefit cost	(67,590)	5,428	(62,162)	
Arising during the year	486,326	-	486,326	
Balance at June 30, 2019	\$ 2,624,446	\$ (111,185)	\$ 2,513,261	
	Postretirement Plans			All Plans
	Net	Prior	Total	Grand
	Loss (Gain)	Service Credit		Total
Balance at July 1, 2017	\$ (4,353)	\$ (2,706)	\$ (7,059)	\$ 2,462,826
Reclassified into net periodic benefit cost	183	501	684	(68,128)
Arising during the year	(14,647)	-	(14,647)	(326,623)
Balance at June 30, 2018	\$ (18,817)	\$ (2,205)	\$ (21,022)	\$ 2,068,075
Reclassified into net periodic benefit cost	1,188	421	1,609	(60,553)
Arising during the year	(6,499)	(652)	(7,151)	479,175
Balance at June 30, 2019	\$ (24,128)	\$ (2,436)	\$ (26,564)	\$ 2,486,697

Assumptions used to determine benefit obligations and net periodic benefit cost as of and for the years ended June 30 were as follows:

	<u>2019</u>	<u>2018</u>	<u>2019</u>	<u>2018</u>
	<u>Pension Plans</u>		<u>Postretirement Plans</u>	
Benefit Obligations:				
Discount rate	3.60% - 4.00%	4.15% - 4.60%	3.30% - 3.75%	3.75% - 4.55%
Weighted average interest crediting rate	3.12%	3.59%	N/A	N/A
Rate of compensation increase	N/A	N/A	N/A	N/A
Net Periodic Benefit Cost:				
Discount rate	4.15% - 4.60%	3.95% - 4.35%	3.75% - 4.55%	3.60% - 4.20%
Weighted average interest crediting rate	3.59%	3.37%	N/A	N/A
Expected long-term return on plan assets	5.00% - 6.75%	7.00%	7.00%	7.50%
Rate of compensation increase	N/A	N/A	N/A	N/A

Approximately 72% of the Corporation's pension plan liabilities were measured using a 3.80% and 4.50% discount rate as of June 30, 2019 and 2018, respectively.

The Corporation utilizes a pension liability driven investment strategy in determining its asset allocation and long-term rate of return for plan assets. This risk management strategy uses a glide path methodology based on funded status to initiate asset allocation changes across the efficient frontier. Efficient frontier analysis models the risk and return trade-offs among asset classes while taking into consideration the correlation among the asset classes. Historical market returns and risks are examined as part of this process, but risk-based adjustments are made to correspond with modern portfolio theory. Long-term historical correlations between asset classes are used, consistent with widely accepted capital markets principles. Current market factors, such as inflation and interest rates, are evaluated before long-term capital market assumptions are determined. The long-term rate of return is established using the efficient frontier analysis approach with proper consideration of asset class diversification and rebalancing. Peer data and historical returns are reviewed to check for reasonableness and appropriateness.

Health Care Cost Trend Rates – Assumed health care cost trend rates have a significant effect on the amounts reported for the postretirement plans. The postretirement benefit obligation includes assumed health care cost trend rates as of June 30 as follows:

	<u>2019</u>	<u>2018</u>
Medical and drugs, pre-age 65	6.95%	7.22%
Medical and drugs, post-age 65	6.95%	7.22%
Ultimate trend rate	5.0%	5.0%
Year rate reaches the ultimate rate	2026	2026

The Corporation's investment allocations as of June 30 by investment category are as follows:

Investment Category:	2019	2018	2019	2018
	Pension Plans		Postretirement Plans	
Cash and cash equivalents	3%	3%	-	1%
Marketable securities:				
U.S. and non-U.S. equity securities	12%	12%	-	-
Equity mutual funds	4%	5%	-	-
Debt securities	42%	34%	19%	22%
Other investments:				
Commingled funds	20%	24%	81%	77%
Hedge funds	16%	18%	-	-
Private equity funds	3%	4%	-	-
Total	100%	100%	100%	100%

The Corporation employs a total return investment approach whereby a mix of equities and fixed-income investments are used to maximize the long-term return of plan assets for a prudent level of risk. Risk tolerance is established through careful consideration of plan liabilities, plan funded status and corporate financial condition. The investment portfolio contains a diversified blend of equity and fixed-income investments. Furthermore, equity investments are diversified across U.S. and non-U.S. stocks, as well as growth, value and small and large capitalizations. Other investments, such as hedge funds, interest rate swaps and private equity are used judiciously to enhance long-term returns while improving portfolio diversification. Derivatives may be used to gain market exposure in an efficient and timely manner; however, derivatives may not be used to leverage the portfolio beyond the market value of the underlying investments. Investment risk is measured and monitored on an ongoing basis through quarterly investment portfolio reviews, annual liability measurements and periodic asset/liability studies. For the majority of the Corporation's pension plan investments, the combined target investment allocation as of June 30, 2019, was global and traditional equity securities 35%; long/short equity 7%; fixed-income obligations 40%; hedge funds 11%; alternative debt 5%; and cash 2%.

The following tables summarize the Pension Plans' and Postretirement Plans' assets measured at fair value as of June 30 (in thousands). See Note 10 for definitions of Levels 1, 2 and 3 of the fair value hierarchy. There were no Level 3 assets held in any of the retirement plans at June 30, 2019.

	2019		
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Total Fair Value
Pension Plans:			
Cash and cash equivalents	\$ 224,876	\$ 6,677	\$ 231,553
Equity securities	797,342	101	797,443
Debt securities			
Government and government agency obligations	-	1,070,431	1,070,431
Corporate bonds	-	1,672,888	1,672,888
Asset backed securities	-	38,286	38,286
Exchange traded/mutual funds			
Equity funds	255,465	-	255,465
Fixed-income funds	52,440	-	52,440
Other	(1,089)	-	(1,089)
Subtotal	<u>\$ 1,329,034</u>	<u>\$ 2,788,383</u>	<u>\$ 4,117,417</u>
Investments measured at net asset value:			
Commingled funds			
Equity funds			1,304,625
Fixed-income funds			13,279
Hedge funds			1,065,553
Private equity			205,123
Total assets			<u>\$ 6,705,997</u>
Postretirement Plans:			
Exchange traded/mutual funds			
Short-term investment funds	\$ 281	\$ -	\$ 281
Fixed-income funds	22,985	-	22,985
Other	809	-	809
Subtotal	<u>\$ 24,075</u>	<u>\$ -</u>	<u>\$ 24,075</u>
Investment measured at net asset value:			
Equity commingled fund			95,888
Total assets			<u>\$ 119,963</u>

	2018			
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total Fair Value
Pension Plans:				
Cash and cash equivalents	\$ 161,162	\$ 9,176	\$ -	\$ 170,338
Equity securities	755,918	100	-	756,018
Debt securities				
Government and government agency obligations	-	814,823	-	814,823
Corporate bonds	-	1,344,248	-	1,344,248
Asset backed securities	-	68,698	-	68,698
Exchange traded/mutual funds				
Equity funds	311,707	-	-	311,707
Fixed-income funds	58,149	-	-	58,149
Private equity	-	-	2,421	2,421
Other	(17,895)	-	-	(17,895)
Subtotal	<u>\$ 1,269,041</u>	<u>\$ 2,237,045</u>	<u>\$ 2,421</u>	<u>\$ 3,508,507</u>

Investments measured at net asset value:

Commingled funds				
Equity funds				1,535,149
Fixed-income funds				12,479
Hedge funds				1,204,394
Private equity				272,631
Total assets				<u>\$ 6,533,160</u>

Postretirement Plans:

Exchange traded/mutual funds				
Short-term investment funds	\$ 1,254	\$ -	\$ -	\$ 1,254
Fixed-income funds	24,310	-	-	24,310
Other	4,174	-	-	4,174
Subtotal	<u>\$ 29,738</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 29,738</u>

Investment measured at net asset value:

Equity commingled fund				83,768
Total assets				<u>\$ 113,506</u>

Unfunded capital commitments related to private equity investments totaled \$51.1 million and \$47.3 million as of June 30, 2019 and 2018, respectively.

See Note 10 for the Corporation's methods and assumptions to estimate the fair value of equity and debt securities, mutual funds, commingled funds and hedge funds.

Private Equity – These assets include two private equity funds that invest primarily in Europe, both directly and on the secondary market. These funds are valued based on competitive bid evaluation.

Other – Represents unsettled transactions relating primarily to purchases and sales of plan assets, accrued income and derivatives. Due to the short maturity of these assets and liabilities, the fair value approximates the carrying amounts. The fair value of the derivatives is estimated utilizing the terms of the derivative instruments and publicly available market yield curves. The Pension Plans’ investment policies specifically prohibit the use of derivatives for speculative purposes.

The following table summarizes the changes in Level 3 Pension Plan assets for the years ended June 30 (in thousands):

	<u>Private Equity</u>
Balance at July 1, 2017	\$ 4,275
Realized gain	775
Unrealized loss	(645)
Settlements	<u>(1,984)</u>
Balance at June 30, 2018	\$ 2,421
Transfer out of level 3	<u>(2,421)</u>
Balance at June 30, 2019	<u>\$ -</u>

Assets were transferred out of Level 3 into Level 1 as the funds are winding down and the remaining balance is not material to the portfolio.

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

Expected Contributions – The Corporation expects to contribute approximately \$169 million to its Pension Plans and \$3 million to its Postretirement Plans during the year ended June 30, 2020, under the Corporation’s stated funding policies.

Expected Benefit Payments – The Corporation expects to pay the following for pension benefits for the year ending June 30, which reflect expected future service as appropriate, and expected postretirement benefits, before deducting the Medicare Part D subsidy (in thousands):

	<u>Pension Plans</u>	<u>Postretirement Plans</u>	<u>Postretirement Medicare Part D Subsidy</u>
Years ending June 30:			
2020	\$ 542,583	\$ 9,032	\$ 62
2021	492,119	9,074	57
2022	490,236	9,019	51
2023	490,618	8,852	47
2024	486,337	8,629	41
Years 2025 - 2029	2,303,069	39,848	140

9. COMMITMENTS AND CONTINGENCIES

Operating Leases – The Corporation leases various land, facilities and equipment under operating leases. Total rental expense, which includes provisions for maintenance in some cases, was \$223.6 million and \$224.1 million for the years ended June 30, 2019 and 2018, respectively.

The following is a schedule of future minimum lease payments under operating leases as of June 30, 2019, that have initial or remaining lease terms in excess of one year (in thousands):

Years ending June 30:	
2020	\$ 172,118
2021	148,749
2022	127,253
2023	98,410
2024	73,409
Thereafter	<u>172,236</u>
Total	<u>\$ 792,175</u>

Litigation and Settlements – One of the Corporation’s Regional Health Ministries, Mount Carmel Health System (“MCHS”), discovered sentinel events relating to a clinical practice by one of its physicians and the related conduct of certain of MCHS’ staff. The physician’s employment was terminated, and this matter was reported to the authorities. The Corporation and MCHS continue to fully cooperate with the investigations. Based on its own investigation, the Corporation and MCHS developed an action plan and immediately began implementing steps to ensure that these events do not happen again. The Corporation believes that this matter will be resolved without material adverse effect to the Corporation’s future consolidated financial position or results of operations.

The Corporation is involved in other litigation and regulatory investigations arising in the ordinary course of doing business. After consultation with legal counsel, management estimates that these matters will be resolved without material adverse effect on the Corporation’s future consolidated financial position or results of operations.

Health Care Regulatory Environment - The health care industry is subject to numerous and complex laws and regulations of federal, state and local governments. These laws and regulations include, but are not limited to, matters such as licensure, accreditation, privacy, government health care program participation requirements and government reimbursement for patient services, fraud and abuse requirements, and requirements for tax-exempt organizations. Laws and regulations concerning government programs, including Medicare and Medicaid, are subject to varying interpretation. Compliance with such laws and regulations is complex and can be subject to future government review and interpretation as well as significant regulatory enforcement actions, including fines, penalties and potential exclusion from government health care programs such as Medicare and Medicaid. As a result of investigations by governmental agencies, the Corporation and its Health Ministries periodically receive requests for information and notices regarding alleged noncompliance with those laws and regulations, billing, payment or other reimbursement matters initiating investigations, or indicating the existence of whistleblower litigation which, in some instances, have resulted in the Corporation entering into significant settlement agreements. There can be no assurance that regulatory authorities will not challenge the Corporation’s compliance with these laws and regulations. In addition, the contracts the Corporation has with commercial payers also provide for retroactive audit and review of claims. The health care industry in general is experiencing an increase in these activities as federal and state governments increase their enforcement activities and institute new programs designed to identify potential irregularities in reimbursement or quality of patient care. Based on the information received to date, management does not believe the ultimate resolution of these matters will have a material adverse effect on the Corporation’s future consolidated financial position or results of operations.

10. LIQUIDITY AND FAIR VALUE MEASUREMENTS

Liquidity and Availability – The following financial assets are not subject to donor or other contractual restrictions and are available for expenditure generally within one year of the balance sheet date. Board-designated funds have been established in which the Board has the objective of setting funds aside that can be drawn upon for current needs. Also, as more fully described in Note 6, the Corporation has a commercial paper program authorized for borrowings of up to \$600 million and a general purpose credit facility of \$200 million, of which both could be drawn upon in the event of an unanticipated liquidity need.

The Corporation monitors liquidity position through days cash on hand, which is defined as total unrestricted cash and investments without donor or contractual restrictions, divided by total operating expenses minus depreciation and amortization, divided by the number of days in the period.

The following table depicts the liquidity position of the Corporation at June 30, 2019, but does not include cash or securities provided to the Corporation as collateral under its securities lending program (in thousands):

Cash and cash equivalents	\$ 474,314
Investment securities classified as current assets	4,833,039
Board-designated funds	<u>3,648,527</u>
Total unrestricted cash and investments	<u>\$ 8,955,880</u>
 Days cash on hand	 181

Approximately 5% of the Board-designated funds include private equity investments that may not be as readily available depending on market conditions.

The Corporation has other assets limited or restricted as to use for donor-restricted purposes, debt service and for future capital improvements. Additionally, certain other Board-designated assets are designated for future capital expenditures and operating reserves. These assets limited to use, which are more fully described in Note 12, are not available for general expenditure within the next year. However, the Board-designated amounts could be made available, if necessary and are thus reflected in the amounts above.

In addition, as of June 30, 2019 the Corporation has a working capital surplus of \$4.9 billion.

Fair Value Measurements – The Corporation’s consolidated financial statements reflect certain assets and liabilities recorded at fair value. Assets and liabilities measured at fair value on a recurring basis in the Corporation’s consolidated balance sheets include cash, cash equivalents, security lending collateral, equity securities, debt securities, mutual funds, commingled funds, hedge funds and derivatives. Defined benefit retirement plan assets are measured at fair value on an annual basis; see Note 8 for further details. Liabilities measured at fair value on a recurring basis for disclosure only include debt.

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value should be based on assumptions that market participants would use, including a consideration of nonperformance risk.

To determine fair value, the Corporation uses various valuation methodologies based on market inputs. For many instruments, pricing inputs are readily observable in the market; the valuation methodology is widely accepted by market participants and involves little to no judgment. For other instruments, pricing inputs are less observable in the marketplace. These inputs can be subjective in nature and involve uncertainties and matters of considerable judgment. The use of different assumptions, judgments and/or estimation methodologies may have a material effect on the estimated fair value amounts.

The Corporation assesses the inputs used to measure fair value using a three-level hierarchy based on the extent to which inputs used in measuring fair value are observable in the market. The fair value hierarchy is as follows:

Level 1 – Quoted (unadjusted) prices for identical instruments in active markets

Level 2 – Other observable inputs, either directly or indirectly, including:

- Quoted prices for similar instruments in active markets
- Quoted prices for identical or similar instruments in nonactive markets (few transactions, limited information, noncurrent prices, high variability overtime, etc.)
- Inputs other than quoted prices that are observable for the instrument (interest rates, yield curves, volatilities, default rates, etc.)
- Inputs that are derived principally from or corroborated by other observable market data

Level 3 – Unobservable inputs that cannot be corroborated by observable market data

Valuation Methodologies – Exchange-traded securities whose fair value is derived using quoted prices in active markets are classified as Level 1. In instances where quoted market prices are not readily available, fair value is estimated using quoted market prices and/or other market data for the same or comparable instruments and transactions in establishing the prices, discounted cash flow models and other pricing models. These models are primarily industry-standard models that consider various assumptions, including time value and yield curve as well as other relevant economic measures. The inputs to these models depend on the type of security being priced, but are typically benchmark yields, credit spreads, prepayment spreads, reported trades and broker-dealer quotes, all with reasonable levels of transparency. Generally, significant changes in any of those inputs in isolation would result in a significantly different fair value measurement. The Corporation classifies these securities as Level 2 within the fair value hierarchy. The Corporation also has certain investments that are classified as Level 3. These investments are primarily valued using competitive bid evaluations or cost, if it approximates fair value.

The Corporation maintains policies and procedures to value instruments using the best and most relevant data available. The Corporation has not adjusted the prices obtained. Third-party administrators do not provide access to their proprietary valuation models, inputs and assumptions. Accordingly, the Corporation reviews the independent reports of internal controls for these service providers. In addition, on a quarterly basis, the Corporation performs reviews of investment consultant industry peer group benchmarking and supporting relevant market data. Finally, all of the fund managers have an annual independent audit performed by an accredited accounting firm. The Corporation reviews these audited financials for ongoing validation of pricing used. Based on the information available, the Corporation believes that the fair values provided by the third-party administrators and investment fund managers are representative of prices that would be received to sell the assets.

In instances where the inputs used to measure fair value fall into different levels of the fair value hierarchy, the fair value measurement has been determined based on the lowest-level input that is significant to the fair value measurement in its entirety. The Corporation's assessment of the significance of a particular item to the fair value measurement in its entirety requires judgment, including the consideration of inputs specific to the asset.

Following is a description of the valuation methodologies the Corporation used for instruments recorded at fair value, as well as the general classification of such instruments pursuant to the valuation hierarchy:

Cash and Cash Equivalents – The carrying amounts reported in the consolidated balance sheets approximate their fair value. Certain cash and cash equivalents are included in investments and assets limited or restricted as to use in the consolidated balance sheet. Included in this category is commercial paper. The fair value of commercial paper is based on amortized cost. Commercial paper is designated as Level 2 investments with significant observable inputs, including security cost, maturity and credit rating.

Security Lending Collateral – The security lending collateral is invested in a Northern Trust sponsored commingled collateral fund, which is composed primarily of short-term securities. The fair value amounts of the commingled collateral fund are determined using the calculated net asset value per share (or its equivalent) for the fund with the underlying investments valued using techniques similar to those used for instruments noted below.

Equity Securities – Equity securities are valued at the closing price reported on the applicable exchange on which the security is traded or are estimated using quoted market prices for similar securities.

Debt Securities – Debt securities are valued using quoted market prices and/or other market data for the same or comparable instruments and transactions in establishing the prices, discounted cash flow models and other pricing models. These models are primarily industry-standard models that consider various assumptions, including time value and yield curve as well as other relevant economic measures.

Exchange-Traded/Mutual Funds – Exchange-traded funds are valued at the closing price reported on the applicable exchange on which the fund is traded or estimated using quoted market prices for similar securities. Mutual funds are valued using the net asset value based on the value of the underlying assets owned by the fund, minus liabilities, divided by the number of shares outstanding and multiplied by the number of shares owned.

Commingled Funds – Commingled funds are developed for investment by institutional investors only and, therefore, do not require registration with the Securities and Exchange Commission. Commingled funds are recorded at fair value based on net asset value, which is calculated using the most recent fund financial statements.

Hedge Funds – Hedge funds utilize either a direct or a “fund-of-funds” approach resulting in diversified multistrategy, multimanager investments. Underlying investments in these funds may include equity securities, debt securities, commodities, currencies and derivatives. These funds are valued at net asset value, which is calculated using the most recent fund financial statements.

The Corporation classifies its equity and debt securities, mutual funds, commingled funds and hedge funds as trading securities. The amount of holding gains included in the excess of revenue over expenses related to securities still held as of June 30, 2019 and 2018, were \$1,013.4 million and \$928.7 million, respectively.

Equity Method Investments – Certain other investments are accounted for using the equity method. These investments are structured as limited liability corporations and partnerships and are designed to produce stable investment returns regardless of market activity. These investments utilize a combination of “fund-of-funds” and direct fund investment strategies resulting in a diversified multistrategy, multimanager investment approach. Some of these funds are developed by investment managers specifically for the Corporation’s use and are similar to mutual funds, but are not traded on a public exchange. Underlying investments in these funds may include other funds, equity securities, debt securities, commodities, currencies and derivatives. Audited information is only available annually based on the limited liability

corporations, partnerships or funds' year-end. Management's estimates of the fair values of these investments are based on information provided by the third-party administrators and fund managers or the general partners. Management obtains and considers the audited financial statements of these investments when evaluating the overall reasonableness of the recorded value. In addition to a review of external information provided, management's internal procedures include such things as review of returns against benchmarks and discussions with fund managers on performance, changes in personnel or process, along with evaluations of current market conditions for these investments. Because of the inherent uncertainty of valuations, values may differ materially from the values that would have been used had a ready market existed. Unfunded capital commitments related to equity method investments totaled \$825.9 million and \$599.0 million as of June 30, 2019 and 2018, respectively.

Interest Rate Swaps – The fair value of the Corporation's derivatives, which are mainly interest rate swaps, are estimated utilizing the terms of the swaps and publicly available market yield curves along with the Corporation's nonperformance risk as observed through the credit default swap market and bond market and based on prices for recent trades. These swap agreements are classified as Level 2 within the fair value hierarchy.

The following tables present information about the fair value of the Corporation's financial instruments measured at fair value on a recurring basis and recorded as of June 30, (in thousands):

	2019			
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total Fair Value
Assets:				
Cash and cash equivalents	\$ 699,225	\$ 51,255	\$ -	\$ 750,480
Security lending collateral	-	264,435	-	264,435
Equity securities	2,851,609	1,414	6,708	2,859,731
Debt securities:				
Government and government agency obligations	-	641,859	107	641,966
Corporate bonds	-	1,008,042	293	1,008,335
Asset backed securities	-	319,678	-	319,678
Bank loans	-	13,462	-	13,462
Other	-	14,353	-	14,353
Exchange traded/mutual funds:				
Equity funds	587,061	-	-	587,061
Fixed income funds	469,638	-	-	469,638
Real estate investment funds	81,615	-	-	81,615
Other	109,129	-	-	109,129
Interest rate swaps	-	6,813	-	6,813
Subtotal	<u>\$ 4,798,277</u>	<u>\$ 2,321,311</u>	<u>\$ 7,108</u>	<u>\$ 7,126,696</u>
Equity method investments				1,611,706
Investments measured at net asset value:				
Commingled funds				1,235,860
Hedge funds				691,561
Total assets				<u>\$ 10,665,823</u>
Liabilities:				
Interest rate swaps	\$ -	\$ 168,933	\$ -	\$ 168,933

The following tables present information about the fair value of the Corporation's financial instruments measured at fair value on a recurring basis and recorded as of June 30, (in thousands):

	2018			
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total Fair Value
Assets:				
Cash and cash equivalents	\$ 1,625,102	\$ 57,831	\$ -	\$ 1,682,933
Security lending collateral	-	275,228	-	275,228
Equity securities	2,404,812	1,143	6,540	2,412,495
Debt securities:				
Government and government agency obligations	-	695,980	4,180	700,160
Corporate bonds	-	993,772	622	994,394
Asset backed securities	-	294,055	-	294,055
Bank loans	-	35,218	-	35,218
Other	-	11,484	-	11,484
Exchange traded/mutual funds:				
Equity funds	688,434	-	-	688,434
Fixed income funds	95,713	-	-	95,713
Real estate investment funds	37,603	-	-	37,603
Other	92,856	-	-	92,856
Interest rate swaps	-	6,139	-	6,139
Subtotal	<u>\$ 4,944,520</u>	<u>\$ 2,370,850</u>	<u>\$ 11,342</u>	<u>\$ 7,326,712</u>
Equity method investments				1,317,827
Investments measured at net asset value:				
Commingled funds				1,296,703
Hedge funds				681,978
Total assets				<u>\$ 10,623,220</u>
Liabilities:				
Interest rate swaps	\$ -	\$ 127,531	\$ -	\$ 127,531

The following table reconciles the information about the fair value of the Corporation's financial instruments measured at fair value on a recurring basis presented in the table above to amounts presented in the consolidated balance sheets as of June 30 (in thousands):

	<u>2019</u>	<u>2018</u>
Assets:		
Cash and cash equivalents	\$ 474,314	\$ 971,726
Investments	4,833,039	3,846,190
Security lending collateral	264,435	275,228
Assets limited or restricted as to use - current portion	403,799	352,231
Assets limited or restricted as to use - noncurrent portion:		
Held by trustees under bond indenture agreements	5,828	6,865
Self-insurance, benefit plans and other	867,132	865,949
By Board	3,474,947	3,881,021
By donor	460,836	498,871
Interest rate swaps in other long-term assets	6,813	6,139
Less items not recorded at fair value:		
Total unconditional promises to give, net	(74,392)	(54,427)
Reinsurance recovery receivable	(42,487)	(20,731)
Other, primarily beneficial interests in trusts	(8,441)	(5,842)
Total assets	<u>\$ 10,665,823</u>	<u>\$ 10,623,220</u>

The following table summarizes the changes in Level 3 assets for the years ended June 30 (in thousands):

	<u>Equity Securities</u>	<u>Government and Government Agency Obligations</u>	<u>Corporate Bonds</u>	<u>Total</u>
Balance at July 1, 2017	\$ 5,468	\$ 5,310	\$ 1,019	\$ 11,797
Realized (loss) gain	-	(95)	63	(32)
Unrealized gain	1,072	270	26	1,368
Purchases	-	490	567	1,057
Settlements	-	(1,795)	(1,053)	(2,848)
Balance at June 30, 2018	\$ 6,540	\$ 4,180	\$ 622	\$ 11,342
Realized loss	-	-	(29)	(29)
Unrealized loss	-	(8)	(59)	(67)
Purchases	168	-	297	465
Settlements	-	(3,848)	(538)	(4,386)
Transfers to Level 2	-	(217)	-	(217)
Balance at June 30, 2019	<u>\$ 6,708</u>	<u>\$ 107</u>	<u>\$ 293</u>	<u>\$ 7,108</u>

Investments in Entities that Calculate Net Asset Value per Share – The Corporation holds shares or interests in investment companies at year-end, included in commingled funds and hedge funds, where the fair value of the investment held is estimated based on the net asset value per share (or its equivalent) of the investment company. There were no unfunded commitments as of June 30, 2019 and 2018. The fair value and redemption rules of these investments are as follows as of June 30 (in thousands):

	2019		
	Fair Value	Redemption Frequency	Redemption Notice Period
Commingled funds	\$ 1,235,860	Daily, monthly, semi-monthly	2 - 15 days
Hedge funds	691,561	Monthly, quarterly, semi-annually	15 - 120 days
Total	<u>\$ 1,927,421</u>		
	2018		
	Fair Value	Redemption Frequency	Redemption Notice Period
Commingled funds	\$ 1,296,703	Daily and semi-monthly	2 - 3 days
Hedge funds	681,978	Monthly, quarterly, semi-annually, bi-annually	30 - 95 days
Total	<u>\$ 1,978,681</u>		

The hedge fund category includes equity long/short hedge funds, multistrategy hedge funds and relative value hedge funds. Equity long/short hedge funds invest both long and short, primarily in U.S. common stocks. Management of the fund has the ability to shift investments from value to growth strategies, from small to large capitalization stocks and from a net long position to a net short position. Multistrategy hedge funds pursue multiple strategies to diversify risks and reduce volatility. Relative value hedge fund's strategy is to exploit structural and technical inefficiencies in the market by investing in financial instruments that are perceived to be inefficiently priced as a result of business, financial or legal uncertainties. Investments representing approximately 0% and 0.5% of the value of the investments in this category as of June 30, 2019 and 2018, respectively, can only be redeemed bi-annually subsequent to the initial investment date. Investments representing 68.5% and 59.2% of the investments in this category as of June 30, 2019 and 2018, respectively, can only be redeemed at the rate of 25% per quarter.

The commingled fund category primarily includes investments in funds that invest in financial instruments of U.S. and non-U.S. entities, primarily bonds, notes, bills, debentures, currencies and interest rate and derivative products.

The composition of investment returns included in the consolidated statements of operations and changes in net assets for the years ended June 30 is as follows (in thousands):

	<u>2019</u>	<u>2018</u>
Dividend, interest income and other	\$ 177,085	\$ 163,389
Realized gain, net	176,969	266,841
Realized equity earnings, other investments	38,450	48,414
Change in net unrealized gain on investments	<u>123,793</u>	<u>95,867</u>
Total investment return	<u>\$ 516,297</u>	<u>\$ 574,511</u>
Included in:		
Operating income	\$ 89,920	\$ 66,163
Nonoperating items	421,163	488,715
Changes in net assets with donor restrictions	<u>5,214</u>	<u>19,633</u>
Total investment return	<u>\$ 516,297</u>	<u>\$ 574,511</u>

In addition to investments, assets restricted as to use include receivables for unconditional promises to give cash and other assets, net of allowances for uncollectible promises to give. Unconditional promises to give consist of the following as of June 30 (in thousands):

	<u>2019</u>	<u>2018</u>
Amounts expected to be collected in:		
Less than one year	\$ 48,501	\$ 25,343
One to five years	29,891	31,978
More than five years	<u>4,933</u>	<u>4,491</u>
	83,325	61,812
Discount to present value of future cash flows	(5,104)	(3,789)
Allowance for uncollectible amounts	<u>(3,828)</u>	<u>(3,596)</u>
Total unconditional promises to give, net	<u>\$ 74,393</u>	<u>\$ 54,427</u>

Patient Accounts Receivable, Estimated Receivables from Third-Party Payers and Current Liabilities – The carrying amounts reported in the consolidated balance sheets approximate their fair value.

Long-Term Debt – The carrying amounts of the Corporation's variable-rate debt approximate their fair values. The fair value of the Corporation's fixed-rate debt is estimated using discounted cash flow analyses, based on current incremental borrowing rates for similar types of borrowing arrangements. Under the fair value hierarchy, these financial instruments are valued primarily using Level 2 inputs. The fair value of the tax-exempt fixed-rate long-term revenue and refunding bonds was \$4,931 million and \$4,674 million as of June 30, 2019 and 2018, respectively. The related carrying value of the tax-exempt fixed-rate long-term revenue and refunding bonds was \$4,389 million and \$4,289 million as of June 30, 2019 and 2018, respectively. The fair value of the taxable fixed-rate long-term revenue bonds was \$520 million and \$471 million as of June 30, 2019 and 2018, respectively. The related carrying value of the taxable fixed-rate long-term revenue bonds was \$482 million as of June 30, 2019 and 2018. The fair values of the remaining fixed-rate capital leases, notes payable to banks and mortgage loans are not materially different from their carrying values.

11. DERIVATIVE FINANCIAL INSTRUMENTS

Derivative Financial Instruments – In the normal course of business, the Corporation is exposed to market risks, including the effect of changes in interest rates and equity market volatility. To manage these risks, the Corporation enters into various derivative contracts, primarily interest rate swaps. Interest rate swaps are used to manage the effect of interest rate fluctuations.

Management reviews the Corporation's hedging program, derivative position and overall risk management on a regular basis. The Corporation only enters into transactions it believes will be highly effective at offsetting the underlying risk.

Interest Rate Swaps – The Corporation utilizes interest rate swaps to manage interest rate risk related to the Corporation's variable interest rate debt. Cash payments on interest rate swaps totaled \$13.3 million and \$16.3 million for the years ended June 30, 2019 and 2018, respectively, and are included in nonoperating income.

Certain of the Corporation's interest rate swaps contain provisions that give certain counterparties the right to terminate the interest rate swap if a rating is downgraded below specified thresholds. If a ratings downgrade threshold is breached, the counterparties to the derivative instruments could demand immediate termination of the swaps. Such termination could result in a payment from the Corporation or a payment to the Corporation depending on the market value of the interest rate swap.

Effect of Derivative Instruments on Excess of Revenue over Expenses – The Corporation has interest rate swaps not designated as hedging instruments which are included in the excess of revenue over expenses in the statement of operations. Net (losses) gains included in the change in market value and cash payments of interest rate swaps totaled (\$54.2) million and \$25.7 million for the years ended June 30, 2019 and 2018, respectively.

Balance Sheet Effect of Derivative Instruments – The following table summarizes the estimated fair value of the Corporation's derivative financial instruments as of June 30 (in thousands):

Derivatives Not Designated as Hedging Instruments	Consolidated Balance Sheet Location	Fair Value	
		2019	2018
Asset Derivatives:			
Interest rate swaps	Other long-term assets	\$ 6,813	\$ 6,139
Liability Derivatives:			
Interest rate swaps	Other long-term liabilities	\$ 168,933	\$ 127,531

The counterparties to the interest rate swaps expose the Corporation to credit loss in the event of nonperformance. As of June 30, 2019 and 2018, an adjustment for nonperformance risk reduced derivative assets by \$0.1 million and \$0.2 million and derivative liabilities by \$5.2 million and \$6.4 million, respectively.

12. NET ASSETS WITHOUT DONOR RESTRICTIONS AND WITH DONOR RESTRICTIONS

Net assets with donor restrictions are those whose use by the Corporation has been limited by donors to a specific program or time period. In addition, certain restricted assets have been restricted by donors to be maintained by the Corporation in perpetuity. Net assets with donor restrictions as of June 30 are restricted for the following programs or periods (in thousands):

	<u>2019</u>	<u>2018</u>
Subject to expenditure for specified program		
Education and research	\$ 40,424	\$ 28,489
Building and equipment	98,797	110,920
Patient care	42,121	60,789
Cancer center/research	26,290	28,233
Services for elderly care	36,566	36,013
Other	90,630	102,730
Total subject to expenditure for specified program	<u>334,828</u>	<u>367,174</u>
Subject to the passage of time		
For periods after June 30	<u>23,958</u>	<u>21,450</u>
Total subject to expenditure for specified program and passage of time	<u>\$ 358,786</u>	<u>\$ 388,624</u>
Subject to organization spending policy and appropriation		
Investment in perpetuity, which, once appropriated, is expendable to support:		
Hospital operations	108,763	108,078
Medical programs	12,377	9,947
Scholarship funds	8,819	7,032
Research funds	11,684	12,579
Community service funds	14,221	17,160
Other	38,039	42,686
Total subject to organization spending policy and appropriation	<u>193,903</u>	<u>197,482</u>
Total net assets with donor restrictions	<u>\$ 552,689</u>	<u>\$ 586,106</u>

The Corporation's endowments consist of funds established for a variety of purposes. Endowments include both donor-restricted endowment funds and funds designated by the Board to function as endowments. Net assets associated with endowment funds, including funds designated by the Board to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions. The Corporation considers various factors in making a determination to appropriate or accumulate donor-restricted endowment funds.

The Corporation employs a total return investment approach whereby a mix of equities and fixed-income investments are used to maximize the long-term return of endowment funds for a prudent level of risk. The Corporation targets a diversified asset allocation to achieve its long-term return objectives within prudent risk constraints. The Corporation can appropriate each year all available earnings in accordance with donor restrictions. The endowment corpus is to be maintained in perpetuity. Certain donor-restricted endowments require a portion of annual earnings to be maintained in perpetuity along with the corpus. Only amounts exceeding the amounts required to be maintained in perpetuity are expended.

The changes in endowment net assets and composition by type of fund for the years ended June 30 are as follows (in thousands):

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	Total
Endowment net assets, July 1, 2017	\$ 74,100	\$ 247,384	\$ 321,484
Investment return:			
Investment income	2,056	5,349	7,405
Change in net realized and unrealized gains	3,512	7,159	10,671
Total investment return	5,568	12,508	18,076
Contributions	249	7,499	7,748
Appropriation of endowment assets for expenditures	(4,508)	(1,504)	(6,012)
Other	12,181	(12,726)	(545)
Endowment net assets, June 30, 2018	87,590	253,161	340,751
Investment return:			
Investment income	2,225	8,524	10,749
Change in net realized and unrealized gains (losses)	2,800	(5,166)	(2,366)
Total investment return	5,025	3,358	8,383
Contributions	957	6,142	7,099
Appropriation of endowment assets for expenditures	(3,648)	(2,666)	(6,314)
Other	3,861	(15,915)	(12,054)
Endowment net assets, June 30, 2019	\$ 93,785	\$ 244,080	\$ 337,865

The table below describes the restrictions for endowment amounts classified as net assets with donor restrictions as of June 30 (in thousands):

	2019	2018
Net assets with donor restrictions:		
Endowments requiring income to be added to the original gift	\$ 6,483	\$ 6,019
Term endowment funds	4,677	5,245
Accumulated investment gains on endowment funds:		
Without purpose restrictions	150,111	149,770
With purpose restrictions	82,809	92,127
Total endowment funds classified as net assets with donor restrictions	\$ 244,080	\$ 253,161

Underwater Endowments – Periodically, the fair value of assets associated with the individual donor-restricted endowment funds may fall below the level that the donor or the Uniform Prudent Management of Institutional Funds Act (UPMIFA) requires the Corporation to retain as a fund of perpetual duration. Deficiencies of this nature exist did not exist for the years ended June 30, 2019 and 2018. The Corporation has a policy that permits spending from underwater endowment funds depending on the degree to which the fund is underwater, unless otherwise precluded by donor intent or relevant laws and regulations. However, the Corporation’s policy for all endowments is the investment returns released into income during the year may not exceed 5% of the total investment pool balance. This policy also applies to underwater endowments.

Governing Board Designations – At times, the Corporation’s governing Board may make designations or appropriations that result in self-imposed limits on the use of resources without donor restrictions, known as Board-designated net assets. The Corporation’s governing Board has designated, from net assets without donor restrictions amounts for the following purposes as of June 30 (in thousands):

	<u>2019</u>	<u>2018</u>
Quasi-endowment funds	\$ 93,785	\$ 87,590
Future capital improvements	1,098,835	1,426,196
System development fund	865,983	1,088,784
Insurance and retirement programs	666,662	608,123
Retirement of debt/intercompany loan program	542,427	461,538
Program/mission	265,051	284,915
Liquidity reserve	23,555	18,751
Other	<u>92,222</u>	<u>68,515</u>
Total governing Board designations	3,648,520	4,044,412
Less current portion	<u>(173,573)</u>	<u>(163,391)</u>
Total governing Board designations, net of current portion	<u>\$ 3,474,947</u>	<u>\$ 3,881,021</u>

13. RESTRUCTURING CHARGES

During the year ended June 30, 2019, management authorized a plan to consolidate and restructure staffing, primarily related to revenue cycle billing services, voluntary severance programs and certain information systems colleagues. In addition, certain sites undertook early lease terminations. As a result of these actions, restructuring charges of \$82.4 million for the year ended June 30, 2019 were recorded in the consolidated statement of operations and changes in net assets. The restructuring charges are primarily for severance, termination benefits and early lease termination costs. As of June 30, 2019, \$26.3 million has been paid.

14. SUBSEQUENT EVENTS

Management has evaluated subsequent events through September 18, 2019, the date the consolidated financial statements were issued. The following subsequent events were noted:

Liquidity Facilities – On August 30, 2019, the Corporation extended the maturity dates of the single Credit Agreement with a total commitment amount of \$900 million. The amount is divided equally among three tranches (\$300 million each), with maturity dates of August 2021, August 2022 and August 2023. In addition, on August 30, 2019, the Corporation renewed a general purpose credit facility of \$200 million and was extended to August 2022.

* * * * *

McAuley Center, Incorporated

Three Year Projected Balance Sheet and Changes in Net Assets For Fiscal Years Ending June 30, 2020 through June 30, 2022 (in thousands of dollars)

Assets

	2020	2021	2022
Current Assets:			
Cash and Cash Equivalents	\$ 13,725	\$ 13,821	\$ 14,065
Accounts Receivable, net	126	129	133
Prepaid Expenses and Other Current Assets	198	198	198
Total Current Assets	14,049	14,148	14,396
Assets Whose Use Is Limited - non-current	1,857	1,857	1,857
Property, Plant and Equipment, net	22,309	22,309	22,309
Other Assets	41	41	41
Total Assets	\$ 38,256	\$ 38,355	\$ 38,603

Liabilities and Net Assets

Current Liabilities:			
Current Maturities of Debt	\$ 276	\$ 276	\$ 276
Accounts Payable and Accrued Expenses	9,784	9,787	9,790
Other Accrued Liabilities	1,021	1,113	1,203
Total Current Liabilities	11,081	11,176	11,269
Long-term debt, less current portion	11,398	11,122	10,846
Other Long-term liabilities	18,506	18,691	18,878
Total Liabilities	29,904	29,813	29,724
Net Assets			
Fund Balance (Unrestricted)	(2,792)	(2,696)	(2,452)
Temporarily Restricted Fund Balance	62	62	62
Permanently Restricted Net Assets	-	-	-
Total Fund	(2,730)	(2,634)	(2,390)
Total Liabilities and Net Assets	\$ 38,255	\$ 38,355	\$ 38,603

Changes in Net Assets

Unrestricted Net Assets			
Beginning Unrestricted Net Assets	\$ (2,746)	\$ (2,792)	\$ (2,696)
Transfer from Affiliate			
Excess of Revenues over Expenses	(46)	96	244
Total Unrestricted Net Assets	(2,792)	(2,696)	(2,452)
Temporarily Restricted Net Assets			
Beginning Temporarily Restricted Net Assets	53	53	53
Restricted Contributions			
Ending Temporarily Restricted Net Assets	53	53	53
Permanently Restricted Net Assets			
Beginning Permanently Restricted Net Assets	-	-	-
Ending Permanently Restricted Net Assets	-	-	-
Total Net Assets	\$ (2,739)	\$ (2,643)	\$ (2,399)

McAuley Center, Incorporated

Three Year Projected Statement of Operations For Fiscal Years Ending June 30, 2020 through June 30, 2022 (in thousands of dollars)

	2020	2021	2022
Revenue			
Operating Revenue	\$ 12,719	\$ 13,101	\$ 13,494
Total Operating Revenue	<u>12,719</u>	<u>13,101</u>	<u>13,494</u>
Operating Expenses			
Salaries and Wages	3,028	3,104	3,181
Employee Benefits	752	775	798
Professional Fees	4	4	4
Supplies	733	755	778
Purchased Services	3,114	3,176	3,240
Depreciation & Amortization	1,785	1,785	1,785
Interest	514	514	514
Other	-	-	-
Other	2,840	2,897	2,955
Total Operating Expenses	<u>12,770</u>	<u>13,010</u>	<u>13,255</u>
Operating Income	<u>(51)</u>	<u>91</u>	<u>239</u>
Non-Operating Revenue			
Investment Income	5	5	5
Net Non-Operating Revenue	<u>5</u>	<u>5</u>	<u>5</u>
Increase (Decrease) in Unrestricted Net Assets	<u>\$ (46)</u>	<u>\$ 96</u>	<u>\$ 244</u>

McAuley Center, Incorporated

Three Year Projected Statement of Cash Flows For Fiscal Years Ending June 30, 2020 through June 30, 2022 (in thousands of dollars)

	2020	2021	2022
Sources of Cash			
Excess of Revenues over Expenses from Operations	\$ (46)	\$ 96	\$ 244
Items Not Affecting Working Capital			
Depreciation	1,785	1,785	1,785
Other			
Total Sources of Cash	<u>1,739</u>	<u>1,881</u>	<u>2,029</u>
Uses of Cash			
Change in Working Capital, excluding current portion of debt	(185)	(180)	(176)
Additions to Plant, Property and Equipment, net	1,785	1,785	1,785
Other Assets	(4)	(4)	(4)
Accounts Payable & Accrued Expense	96	95	93
Transfers from Affiliates	-	-	-
Long-term Debt Principal Repayments	276	276	276
Other Long Term Liabilities	(183)	(185)	(187)
Total Uses of Cash	<u>1,786</u>	<u>1,787</u>	<u>1,787</u>
Cash Provided (Used) Prior to Interest Income	(47)	94	242
Cash Provided From Interest Income	1	2	2
Cash Provided (Used)	(46)	96	244
Cash Balance, Beginning of Period	13,771	13,725	13,821
Cash Balance, End of Period	<u>\$ 13,725</u>	<u>\$ 13,821</u>	<u>\$ 14,064</u>

McAuley Center, Incorporated

**Three Year Projected Statistics
For Fiscal Years Ending June 30, 2020 through June 30, 2022
(in thousands of dollars)**

	2020	2021	2022
Resident Turnover			
Independent Living Turnover	31	27	27
Assisted Living Turnover	12	11	10
Occupancy	192	215	217
Resident Turnover Rate	22.4%	17.7%	17.1%
Average Age of Residents			
Average Age of Residents	89.0	88.5	88.3
Admissions to Healthcare Facilities			
Number of Permanent Transfers to SNF Care	7	8	8
Number of Temporary Transfers to SNF/Rehab Care	19	37	36
Total transfers	26	45	44
Transferred Residents Days of Care			
Residents with Permanent Transfer Status at a SNF	3	3	3
Total Days of Care for Transferred Residents	1,627	1,641	1,637
Utilization of Healthcare Services			
Healthcare Utilization Rate	12.8%	21.1%	20.7%



STATE OF CONNECTICUT
Department of Public Health

In accordance with the provisions of the General Statutes of Connecticut Section 19a-493 the following license to maintain and operate a

Assisted Living Service Agency

LICENSE NO:

164

has been granted to
MCAULEY CENTER, INC., THE

d/b/a

THE MCAULEY CENTER, INC.

Located at
275 STEELE RD
WEST HARTFORD, CT 06117-2765

For the period from 07/01/2019 to 06/30/2021



A handwritten signature in black ink, appearing to read "Renée D. Coleman-Mitchell".

Renée D. Coleman-Mitchell, MPH
Commissioner

Appendix A: Regulations Waived

Appendix B: Managed Residential Communities

THE MCAULEY

Attachment I-1a

PART OF THE MERCY COMMUNITY

Schedule of Zero Refund Contract Fees - Full Life Care

APARTMENT TYPE	ENTRANCE FEE FULL LIFE CARE <i>Non-Refundable after 50 months</i>	MONTHLY SERVICE FEE
Stevens Studio 592 sq. ft. Single	\$103,500	\$3,690
Wadsworth One Bedroom 620 sq. ft. Single Double	\$125,400 \$170,400	\$4,020 \$5,770
Bushnell One Bedroom Deluxe 818 sq. ft. Single Double	\$135,400 \$180,400	\$4,430 \$6,180
Stowe Two Bedroom Deluxe 1,118 sq. ft. Single Double	\$161,100 \$206,100	\$5,615 \$7,365
Webster Studio + One Bedroom 1,410 sq. ft. Single Double	\$216,700 \$261,700	\$6,315 \$8,065
Twain One Bedroom + One Bedroom 1,636 sq. ft. Single Double	\$250,500 \$295,500	\$7,120 \$8,870
Bristow Two Bedroom + One Bedroom 1,936 sq. ft. Single Double	\$289,100 \$334,100	\$8,150 \$9,900

These rates are effective 7/1/2019

THE MCAULEY

Attachment I-1b

PART OF THE MERCY COMMUNITY

Schedule of 2/3 Refund Contract Fees - Full Life Care

APARTMENT TYPE	ENTRANCE FEE FULL LIFE CARE <i>Two-Thirds Refundable</i>	MONTHLY SERVICE FEE
Stevens Studio 592 sq. ft. Single	\$179,700	\$2,990
Wadsworth One Bedroom 620 sq. ft. Single Double	\$257,400 \$277,400	\$3,720 \$5,470
Bushnell One Bedroom Deluxe 818 sq. ft. Single Double	\$267,200 \$287,200	\$4,130 \$5,880
Stowe Two Bedroom Deluxe 1,118 sq. ft. Single Double	\$392,300 \$412,300	\$4,880 \$6,630
Webster Studio + One Bedroom 1,410 sq. ft. Single Double	\$492,400 \$512,400	\$6,160 \$7,910
Twain One Bedroom + One Bedroom 1,636 sq. ft. Single Double	\$568,500 \$588,500	\$7,120 \$8,870
Bristow Two Bedroom + One Bedroom 1,936 sq. ft. Single Double	\$670,900 \$690,900	\$8,405 \$10,160

These rates are effective 7/1/2019

THE MCAULEY

Attachment I-3

PART OF THE MERCY COMMUNITY

Schedule of 100% Refundable Contract Fees - No Long Term Care Coverage

APARTMENT TYPE	ENTRANCE FEE <i>No Life Care Fully refundable</i>	MONTHLY SERVICE FEE
Stevens Studio 592 sq. ft. Single	\$55,800	\$2,440
Wadsworth One Bedroom 620 sq. ft. Single Double	\$72,900 \$92,900	\$2,960 \$4,190
Bushnell One Bedroom Deluxe 818 sq. ft. Single Double	\$82,900 \$102,900	\$3,370 \$4,600
Stowe Two Bedroom Deluxe 1,118 sq. ft. Single Double	\$120,400 \$140,400	\$3,830 \$5,070
Webster Studio + One Bedroom 1,410 sq. ft. Single Double	\$152,200 \$172,200	\$4,830 \$6,070
Twain One Bedroom + One Bedroom 1,636 sq. ft. Single Double	\$176,200 \$196,200	\$5,615 \$6,850
Bristow Two Bedroom + One Bedroom 1,936 sq. ft. Single Double	\$208,500 \$228,500	\$6,630 \$7,870

These rates are effective 7/1/2019

THE MCAULEY

PART OF THE MERCY COMMUNITY

Attachment I-4

Schedule of Assisted Living Contract Fees

APARTMENT TYPE	NO ENTRANCE FEE <i>Security Deposit Required equal to 1st Month Service Fee</i>	MONTHLY SERVICE FEE
Stevens Studio 592 sq. ft. Single	\$6,040	\$6,040
Wadsworth One Bedroom 620 sq. ft. Single Double	\$7,035 \$8,270	\$7,035 \$8,270
Bushnell One Bedroom Deluxe 818 sq. ft. Single Double	\$7,450 \$8,680	\$7,450 \$8,680
Stowe Two Bedroom Deluxe 1,118 sq. ft. Single Double	\$9,475 \$10,710	\$9,475 \$10,710
Webster Studio + 1 BR 1,410 sq. ft. Single Double	\$11,935 \$13,170	\$11,935 \$13,170

These rates are effective 7/1/2019

APPENDIX B

Assisted Living Services Agency (AMIE Program) Disclosure of Charges

These rates are effective July 1, 2019

AMIE: The nursing department will determine your monthly cost based on your care plan. Your estimated monthly cost will be shared with you initially and will be re-evaluated as the care plan changes. If your care cost is \$0.00, there will be an admission fee and a 120-day chart maintenance fee.

ALSA: We will bill for nursing services and personal care that exceeds the current contracted allowance.

Additional services in both cases will be billed according to the following schedule:

Nursing visit-true emergency	Complimentary
Nursing visit-wellness clinic	Complimentary
Nursing visit in apt-by request	\$20.00/15 min. increments
Monthly med pour by nurse	\$175.00/month
Medication admin by nurse	\$15.00/15 min. increments
Medication reminder-oral meds	\$5.00
Medication reminder-other	\$5.00
Assist with shower	\$15.00/ 15 min. increments
Miscellaneous personal care-15 minute increments (assist with dressing, oral care, shaving, stockings, a.m. or p.m. care)	\$15.00/ 15 min. increments
Safety check	\$5.00
Assist to bathroom with safety check	\$15.00
Incontinence care	\$15.00
Meal/activity reminder	\$3.00
Deliver breakfast in acute illness	\$10.00
Assist with wheelchair transport	\$5.00 (each way)
Escort to meal,activity,hair appt	\$5.00
1 load of laundry	\$16.00
Linen change	\$10.00
Minor homemaking tasks (water plants, fill humidifier, trash, tidy, make bed) 15 minute increments	\$10.00/ 15 min. increments
Escort to appointment	\$30.00/hour
Long term care insurance assistance	\$30.00/ 15 min. increments
Hourly CNA care(assist with bath, dress, laundry, tidy, other ADLs)	\$22.00/hour (2-hour minimum)
Admission to AMIE chart	\$50.00
Chart maintenance AMIE every 120 days (no services rendered)	\$50.00

APPENDIX G

MAINTENANCE FEE SCHEDULE

Service	Cost
Auditorium reservation fee	\$25.00
Balcony carpet	\$300.00
Bathroom cabinets: surface mount	\$110.00 including installation
Computer/printer assistance	\$20.00 per half hour
Cordmate Call-for-Aid System	\$280.00
Extra housekeeping	\$30.00 per visit
Extra shelving	\$30.00 per shelf
Full carpet cleaning	\$125.00
Furniture assembly	\$30.00 per hour
Furniture moving	\$30.00 per hour
Grab bar: 18 inch (stainless or white)	\$65.00 including installation
Grab bar: 24 inch (stainless or white)	\$80.00 including installation
Guest apartment charge	\$75.00 per night
Handheld shower unit: without massage	\$95.00
Ice maker	\$110.00 including installation
Item disposal/removal	\$30.00
Lamp repair	\$20.00 per half hour
Miscellaneous maintenance	\$30.00 per hour
Mini-blinds:	
Balcony door	\$50.00 each including installation

Dining room window	\$80.00 each including installation
Living room window	\$90.00 each including installation
Bedroom window(s)	\$80.00 each including installation
Private laundry	\$15.00 per load
Replacement key card	Complimentary
Rollaway bed	\$15.00 per night
Spot Carpet Cleaning	\$25.00 per room
Surge protector	\$25.00
Telephone set-up	\$30.00
Tub cut-out	\$1000.00

APPENDIX F

TRANSPORTATION FEE SCHEDULE

Pricing schedule for transportation not covered in the Resident Agreement and outside of the service area:

Zone I:	\$9.00 per round trip
Zone II:	\$14.00 per round trip
Zone III:	\$18.00 per round trip
Zone IV:	Price to be determined by mile and driver availability

Bradley International Airport:
(per person) \$30.00 one-way; during business hours

Bus/Train Station:
(per person) \$15.00 one-way; during business hours

Add-on medical appointment:
(Zone I) \$9.00 per round trip
(Zone II-IV) Charged by zone (see above)

Zone I: West Hartford, Avon, Bloomfield, Farmington, Hartford, Newington, Simsbury.

Zone II: Glastonbury, Manchester, New Britain, Windsor, Rocky Hill, Wethersfield, South Windsor, Vernon, East Hartford, Canton.

Zone III: Bristol, Burlington, Enfield, Granby, Meriden, Middletown, Rockville, Southington, Windsor Locks.

Zone IV: All other areas in CT.

Medical appointments in Zone I are free of charge as long as department is notified at least 24 hours in advance.

McAuley Center, Incorporated

Facility Current Occupancy Rates
For the period ending June 30, 2019

	Occupied Units	Total Units	Occupancy Rate
Independent Living	155	205	75.6%
Assisted Living	21	22	95.5%
Total Facility	<hr/> 176	<hr/> 227	77.5%

**Entrance Fees and Monthly Service Fees
Fiscal Years Ended June 30, 2015, 2016, 2017, 2018, 2019**

**Entrance Fees - Standard Residency Agreement
Full life care - Non-Refundable after 50 months**

	<u>6/30/2015</u>	<u>6/30/2016</u>	<u>6/30/2017</u>	<u>6/30/2018</u>	<u>6/30/2019</u>
Studio	\$ 98,500	\$ 98,500	\$ 100,470	\$ 100,470	\$ 103,500
Studio + 1 Bedroom	206,200	206,200	210,320	210,320	216,700
1 Bedroom	110,250	110,250	112,450	112,450	125,400
1 Bedroom - Deluxe	119,300	119,300	121,690	121,690	135,400
1 Bedroom - Double	238,400	238,400	243,170	243,170	170,000
2 Bedroom	153,300	153,300	156,370	156,370	161,100
2 Bedroom - Double	275,150	275,150	280,650	280,650	289,100

Monthly Service Fees - Standard Residency Agreement

	<u>6/30/2015</u>	<u>6/30/2016</u>	<u>6/30/2017</u>	<u>6/30/2018</u>	<u>6/30/2019</u>
Studio	\$ 3,203	\$ 3,300	\$ 3,470	\$ 3,470	\$ 3,690
Studio + 1 Bedroom	5,500	5,600	5,950	5,950	6,315
1 Bedroom	3,533	3,600	3,780	3,780	4,020
1 Bedroom - Deluxe	3,852	3,950	4,170	4,170	4,430
1 Bedroom - Double	6,150	6,300	6,700	6,700	7,120
2 Bedroom	4,860	5,000	5,290	5,290	5,615
2 Bedroom - Double	7,065	7,200	7,670	7,670	8,150
2nd Person	1,800	1,850	1,850	var	1,750

Monthly Rental Fees - Assisted Living Residency Agreement

	<u>6/30/2015</u>	<u>6/30/2016</u>	<u>6/30/2017</u>	<u>6/30/2018</u>	<u>6/30/2019</u>
Studio	\$ 5,150	\$ 5,305	\$ 5,305	\$ 5,510	\$ 6,040
1 Bedroom	6,540	6,740	6,740	5,730	7,035
1 Bedroom - Deluxe	8,320	8,570	8,570	7,010	7,450
2 Bedroom	8,320	8,570	8,570	8,930	9,475
2 Bedroom - Deluxe	8,320	8,570	8,570	8,980	9,475
2nd Person	1,100	1,100	1,100	1,100	1,235

McAuley Center, Incorporated

Future Service Obligation

Mercy Community Health utilizes software provided by A.V. Powell & Associates, LLC to perform an actuarial study as of June 30, 2016. Based on an actuarially sound basis, using reasonable assumptions for mortality and morbidity, and projections based upon financial data readily available at this time, we have determined that consistent with past years, no future service obligation existed as of June 30, 2019

Average Age at June 30, 2019:

Total for All Levels:	Female	Male	Total Facility
	88.4	88.7	88.5



November 20, 2019

State of Connecticut
Department of Social Services
55 Farmington Avenue
Hartford, CT 06105

Re: McAuley Entrance Fee Escrow Account

Ladies and Gentlemen:

Please let this statement serve as verification that the McAuley Entrance Fee Escrow Account as required by Sections 17b-524 and 17b-525 has been established and continues to be maintained by People's United Bank, N.A.

If you have any questions, please do not hesitate to contact me.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'James F. Thayer', is written over a horizontal line.

James F. Thayer
Senior Vice President

Sworn to and subscribed before me this
20th day of November, 2019

A handwritten signature in black ink, appearing to read 'Svetlana Brukman', is written over a horizontal line.

Notary Public

