



Loomis Village

RESIDENCY & CARE AGREEMENT

for

Loomis Village
Loomis Communities, Inc.
20 Bayon Drive
South Hadley, Massachusetts 01075
(413) 532-5325

www.LoomisCommunities.org

Loomis Village
SUMMARY SHEET
RESIDENCY & CARE AGREEMENT

Resident's Name: _____

Resident's Name: _____

Occupancy Date: _____

Loomis Address: _____
South Hadley, MA 01075

Residence Description:

- Villa _____
- Cottage _____
- Apartment _____
- Assisted Living _____

Entrance Fee Type: _____

Entrance Fee Amount: _____ \$ _____

Loomis Village
SECTION DIRECTORY
RESIDENCY & CARE AGREEMENT

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Loomis Village
RESIDENCY & CARE AGREEMENT

This Agreement is made this _____ day of _____, _____, by and between Loomis Communities, Inc., d/b/a Loomis Village hereinafter referred to as "Loomis Village", and _____, hereinafter referred to individually or jointly as "Resident".

This Agreement lasts for the lifetime of the Resident, unless terminated under the provisions of the Agreement.

If two persons sign this Agreement, the accommodations and services will be for both of them, and the sums stated under Financial Provisions cover both of them. Each will be individually responsible for payments due hereunder. Each must meet the admission requirements for residency at Loomis Village.

Loomis Communities, Inc., a Continuing Care Retirement Community, is a not-for-profit 501(c)(3) Massachusetts corporation established exclusively for charitable purposes. It provides equal access and treatment without regard to race, color, sex, religion, sexual orientation, disability, familial status or national origin. Loomis Village will make reasonable accommodations including unit adaptations to address Resident disability. Loomis Communities, Inc. is sponsored by Loomis House, Inc., a not-for-profit corporation chartered in 1902.

I. GENERAL PROVISIONS

A. Admission Requirements:

The following requirements for residency at Loomis Village must be met satisfactorily:

1. Resident must be at least 62 years of age on Occupancy Date (as defined in Section I.B.).
2. Resident must provide a completed Application for Residence and a Physician's Statement, on forms provided by Loomis Village, which establishes that Resident's health meets the Personal Performance Criteria in Exhibit 1 or Exhibit 2.
3. At least 30 days prior to the Occupancy Date, Resident must submit an updated Physician's Statement if original statement is more than six months old and must meet personally with the Loomis Village Health Services Director to review current health status. If at this time, Resident's health does not meet the appropriate Personal Performance Criteria, Loomis Village will assist in making alternate arrangements at an appropriate level of care. If Loomis Village is not able to provide the needed level of care, this Agreement may be terminated.

1. Villas and Cottages: carpeting and vinyl flooring, refrigerator/freezer, dishwasher, oven/range, garbage disposal, vinyl flooring, independent Living Apartments: carpeting and vinyl flooring, refrigerator/freezer, oven/range, garbage disposal, dishwasher, emergency/safety response system, automatic phone outlets, light fixtures, washer/dryer, cable TV and garage door with opener.
 2. Independent Living Apartments: carpeting and vinyl flooring, refrigerator/freezer, oven/range, garbage disposal, dishwasher, emergency/safety response system, automatic phone outlets, light fixtures, washer/dryer, cable TV and garage door with opener.
- A. Each living unit is equipped with:

Accommodations and services are as follows:

Villas: Semi-detached one- and two-bedroom units with attached one-car garage. Cottages: Semi-detached two-bedroom-plus-den units with attached one-car garage adjacent to the Independent Living Apartments. Independent Living Apartments: Studio, one-bedroom, two-bedroom, and two-bedroom-plus-den apartment units located within the Village Center. Assisted Living Apartments: One- and two-room units located within the Village Center. Village Center: The structure housing the Independent and Assisted Living Apartments at 10 Bayon Drive. Loomis Nursing Center: A skilled nursing facility owned by, affiliated or under contract with Loomis Village to provide nursing services to Loomis Village Residents.

Subject to the terms and conditions of this Agreement, Resident will have a non-transferable right to reside in the living unit selected. As used herein, these capitalized terms shall mean:

II. ACCOMMODATIONS AND SERVICES

B. **Occupancy Date**: Occupancy Date means the date on which Resident is entitled to all services described herein and on which Resident is responsible for all fees. Prior to the Occupancy Date, Resident must meet all admissions requirements, including updated health and financial information. Entrance Fee payment must be completed by this date.

Resident must submit an updated Financial Disclosure Statement within 30 days prior to the Occupancy Date, if the original Financial Disclosure is more than six months old.

4. Resident must complete and submit a confidential Financial Disclosure Statement, on a form provided by Loomis Village, which demonstrates the ability to pay all fees contemplated herein for the duration of this Agreement. A third-party financial guaranty for independent living or assisted living may be requested if Resident's ability to meet financial obligations is uncertain.

washer/dryer, light fixtures, cable TV and telephone outlets, mini-blinds, and emergency/safety response system.

3. Assisted Living Apartments: carpeting and tile, cable TV and phone outlets, mini-blinds, emergency/safety response system, light fixtures. Two-room apartments have a refrigerator/sink unit with a microwave oven and cabinets.

B. Utilities Provided by Loomis Village:

1. Villas: water and sewer use fees, cable TV basic service.
2. Cottages, Independent Living Apartments, and Assisted Living Apartments: electricity, heat, air conditioning, hot water, water and sewer use fees, basic cable TV service.

C. Utilities Not Provided by Loomis Village:

1. Villas: electricity, heat, air conditioning, hot water, phone, premium cable services, and internet connection.
2. Cottages, Independent Living Apartments, and Assisted Living Apartments: phone, premium cable services, and Internet connection.

D. Changes to Living Units:

1. Loomis Village reserves the right to build additional living units and to alter, reconfigure and remove existing living units, including the right to: 1) make changes to Resident's living unit, and, 2) relocate Resident to another living unit both temporarily and permanently in furtherance thereof. Loomis Village shall use reasonable efforts to minimize disruption to Resident in the exercise of its rights.
2. Resident must receive written approval to make any desired changes to the structure, decorations, equipment, or furnishings owned or supplied by Loomis Village. Changes must be made by installers or workers approved by Loomis Village, and the cost of any changes is Resident's responsibility. No refunds for alterations will be made. Resident will be responsible for the cost of restoring the living unit to its original condition upon termination of the Agreement, unless otherwise agreed to in writing.

- E. Repair and Replacement:** Loomis Village is responsible for replacement and repair of Loomis Village furnishings and equipment, as deemed necessary by the Loomis Administration except in the case of damage caused by Resident negligence. Residents who wish to repaint, re-carpet or replace flooring in their living unit during occupancy, may do so at their own cost, upon approval by the Administrator.

1. 24-hour emergency response.
2. Maintenance and repair of all buildings, equipment, and appliances owned by Loomis Village.
3. Groundskeeping, including lawn and garden care, leaf and snow removal. Residents with walk-out apartments may plant flowers adjacent to their

Cottages and Independent Living Apartments:

1. 24-hour emergency response.
2. Maintenance and repair of all buildings, equipment, and appliances owned by Loomis Village.
3. Groundskeeping, including lawn and garden care, leaf and snow removal. Residents may plant flowers adjacent to their villas with permission of the Administrator, and will assume responsibility for the upkeep of these areas.
4. Periodic exterior window washing.
5. Weekly rubbish removal.
6. Scheduled activity program.
7. Limited scheduled transportation to designated local shopping areas, banks, and activities planned by Loomis Village Activities.
8. Six meals monthly.
9. Weekly health clinics and maintenance of health records.
10. Other services as described in Resident Handbook, distributed to each Resident on the Occupancy Date.

Villas:

I. **General Services Provided to Residents:**

- F. **Common Area:** Loomis Village reserves the right to change any/all common areas including the right to reconfigure, renovate, add to or reduce the size and purpose of all common areas. Resident may not alter any common areas or furnishings, as they are the sole responsibility of Loomis Village. Subject to the Rules and Regulations of Loomis Village, common areas include the Village Center's lounges, porches, laundry rooms, storage facilities, library, lobby, dining rooms, private dining room, sunroom, auditorium, cafe, hair salon, computer room, gift shop, swimming pool, locker rooms, fitness center, whirlpool tub room, conference room, mailroom, stairwells and hallways, as well as all exterior grounds: garden plots, walking paths and woodshop (in existing barn).
- G. **Access to Nursing Care:** All Loomis Village Residents share priority access to skilled nursing care at the Loomis Nursing Center with residents from Loomis House and Applewood.
- H. **Health Services:** Loomis Village has a qualified Health Services Director who directs the health and wellness services of Loomis Village and oversees the provision of in-unit services and Assisted Living.

apartments with permission from Loomis Administration, and will assume responsibility for the upkeep of these areas. Planting is limited to those walk-out apartments that have adequate space for gardening, as determined by the Administration.

4. Periodic exterior window washing.
5. Carpet cleaning, as deemed necessary by Loomis Administration.
6. Scheduled activity program.
7. Tray service during a short-term illness as ordered by the Health Services Director.
8. Twice-monthly housekeeping, which includes vacuuming, dusting, bathroom, and kitchen cleaning, changing of bed linen, and laundering of standard size twin, double or queen linen provided by Loomis Village. Loomis Village will not launder Resident's own linen. Loomis Village is not responsible for cleaning/dusting valuable personal items of Residents.
9. On-site staff 24 hours/day.
10. Weekly health clinics and maintenance of health records.
11. Limited scheduled transportation to designated local shopping areas, banks, and activities planned by Loomis Village Activities.
12. Surface parking for one car per unit for Residents with car.
13. Equivalent of one meal per day, within the monthly billing cycle.
14. Other services as described in Resident Handbook, distributed to each Resident on the Occupancy Date.

Assisted Living:

1. 24-hour emergency response.
2. Maintenance and repair of all buildings, equipment, and appliances owned by Loomis Village.
3. Groundskeeping, including lawn and garden care, leaf and snow removal.
4. Periodic exterior window washing.
5. Carpet cleaning as deemed necessary by Loomis Village.
6. Scheduled activity program.
7. Tray service during a short-term illness as ordered by the Health Services Director.
8. Weekly housekeeping, which includes vacuuming, dusting, bathroom cleaning, kitchenette cleaning (for two-room units), changing of bed linen, and laundering of bed linens and towels provided by Loomis Village. Loomis Village is not responsible for cleaning/dusting valuable personal items of Residents.
9. On-site staff 24 hours/day.
10. Van transportation to scheduled medical appointments. Limited scheduled transportation to designated local shopping areas, banks, and activities planned by Loomis Village Activities.
11. Surface parking for one car per unit.
12. Three meals daily.

- a. Independent Living: Choice of Declining Refundable Entrance Fee or 90% Refundable Entrance Fee.
 - b. Assisted Living: 80% refundable entrance fee.
1. Entrance Fee Options:

A. Entrance Fees:

III. FINANCIAL PROVISIONS

Services other than those described above are not provided by Loomis Village. Loomis Village reserves the right to modify the scope, means and delivery of services as it may deem appropriate.

- 4. Other additional services listed in Fees for Additional Services, Exhibit 12.
- 3. Independent Living Apartments and Cottages: additional meal and housekeeping services beyond that included in basic program, additional linen, personal laundry service, personal care and assistance, tray service, transportation other than as described in Section 1.11 above, garage parking, formal aquatic and fitness programs.
- 2. Assisted Living: personal laundry services, companion services, and personal care assistance in excess of one hour per day, additional linens, formal aquatic and fitness programs.
- 1. Villas: housekeeping, linen and personal laundry service, personal care and assistance, meals in excess of six per month, transportation, carpet cleaning, formal aquatic and fitness programs.

K. Additional Services for Additional Fees:

- 2. General property and liability insurance for Loomis-owned buildings and appliances.
- 1. Real estate tax payment.

J. Other:

- 13. Personal care assistance up to one hour per day, including: assistance with bathing, dressing, grooming and other activities of daily living; and self-administered medication assistance.
- 14. Other services as described in Resident Handbook, distributed to each Resident on the Occupancy Date.

2. The Resident will pay to Loomis Village an entrance fee in the amount shown on the Summary Sheet of this Agreement (Entrance Fee) in accordance with the following schedule:
 - a. On executing the Residency Agreement, a Reservation Deposit of ten percent (10%) of the Entrance Fee, which will be subject to refund in accordance with the terms of this Agreement.
 - b. The Resident will pay Loomis Village the Entrance Fee balance on or before the Occupancy Date.
3. Refundability of Entrance Fees:

Upon termination of this Agreement, per Section VI, Resident, Resident's Designatee as defined in VI.B.9., or Resident's estate shall be entitled to a refund of a portion of the Entrance Fee within a reasonable period of time when the same becomes due, as follows:

- a. 90% Refundable: Residents with a 90% refundable fee option shall receive a refund as follows:
 - 1) If occupancy terminates during the first ten months, Resident shall receive a refund equal to the Entrance Fee paid less 1% for each calendar month, or portion thereof, of occupancy.
 - 2) If occupancy terminates after ten or more months, Resident shall receive a refund equal to 90% of the Entrance Fee. Initial payment, upon vacating the unit, shall equal the Entrance Fee less 1% for each calendar month, or portion thereof, of occupancy. The balance due shall be paid when Loomis Village enters into a Residency & Care Agreement with a new Resident occupying the same unit.
- b. Declining Refundable: Residents shall receive a refund equal to the full Entrance Fee less 1% of the Entrance Fee for each calendar month, or portion thereof, of occupancy in Independent Loomis Village. No refund shall be due if Resident's occupancy in Independent Living exceeds 100 months.
- c. 80% Refundable: Assisted Living Residents with an 80% refundable fee option shall receive a refund as follows:
 - 1) If occupancy terminates during the first 20 months, Resident shall receive a refund equal to the Entrance Fee paid less 1% for each calendar month, or portion thereof, of occupancy.
 - 2) If occupancy terminates after 20 months, Resident shall receive a refund equal to 80% of the Entrance Fee. Initial payment, upon vacating the unit, shall equal the Entrance Fee less 1% for each calendar month, or portion thereof, of occupancy. The balance due shall be paid when Loomis Village enters into a

Residency & Care Agreement with a new Resident occupying the same unit.

- d. When two persons occupy a unit, and one ceases occupancy, there will be no entrance fee refund until the second person ceases occupancy.
- e. Prior to refunding any amounts, Loomis Village will deduct any payments owed by Resident under the terms of this Agreement.

B. Monthly Service Fees: The initial monthly service fees will be in accordance with the rates in effect on the Occupancy Date.

- 1. The monthly service fee is billed on the first of each month and due in full by the 10th of that month. If payment is late, a late charge of one percent per month will also be assessed. The monthly fee includes the services for the current month, any applicable credits, prior month additional charges, and any other amounts due Loomis Village. These fees appear on a detailed monthly statement.

- 2. Adjustments to the base monthly fees may be made no more than once per calendar year, except that they may be more frequent for a change of greater than 10% in any of the following:
 - a. water and sewer fees
 - b. rubbish removal
 - c. cable TV fees
 - d. taxes, including real estate, income, and excise
 - e. property and liability insurance

- 3. A Resident who moves temporarily to Assisted Living, the Loomis Nursing Center, or other medical or nursing facility will continue to pay the monthly fee on the unit, less meal credits, as well as the daily or monthly fees of the temporary assisted living apartment, Loomis Nursing Center or other facility.

- 4. A Resident of an Assisted Living Apartment who moves temporarily to the Loomis Nursing Center will continue to pay the monthly assisted living unit fee, less meal credits, as well as all Nursing Center charges.

- 5. If a Resident transfers to a different living unit, leaves Loomis Village, moves to the Loomis Nursing Center, or dies, the monthly fee on the vacated unit shall continue to be paid by Resident until the Agreement is terminated in accordance with the provisions of Section VI., Cancellations and Terminations, Section B. In addition, monthly payment for a new unit or the Nursing Center shall commence on occupancy.

6. If one of two Residents sharing a living unit dies, permanently moves to another level of care, or leaves Loomis Village, the monthly service fee shall change from a two-person to a one-person fee.
 7. Each Resident must maintain insurance coverage for personal possessions and liability. Loomis Village is not responsible for loss or damage to any personal possessions.
- C. **Financial Hardship:** Loomis Village admits only those persons who are expected to be able to pay all required fees. Without in any way limiting its right to terminate this Agreement, Loomis Village will review the financial situation of Residents who are unable to meet financial obligations when the inability to do so is due to factors beyond their control. Loomis Village may subsidize monthly fees for Residents who have had unanticipated changes in their finances, so long as such subsidy does not impair its ability to operate on a sound financial basis. Qualification for financial assistance must meet the requirements established by Loomis Village, and Residents who receive such assistance must agree to the conditions determined by Loomis Village. These conditions may include a move to a smaller unit at Loomis Village or Loomis House in Holyoke, Massachusetts. Any assistance granted is to be considered a valid claim against Resident or Resident's estate, whether or not (s)he is at Loomis Village at the time of death.
- D. **Non-Payment:** Notwithstanding paragraph C above, non-payment of fees is an event of default for which Loomis Village may terminate the Agreement. Resident agrees to pay all legal costs and fees incurred by Loomis Village to recover monies owed under this Agreement.
- E. **Transfer of Assets:** Resident agrees not to transfer or dispose of assets or income sources for less than full value at any time during residency if doing so would impair the ability to pay current or future fees.
- F. **Addition of Second Person:** It is acceptable for a Resident to add a second person to a unit through marriage or otherwise, provided that the second person meets all admission requirements, executes a Residency & Care Agreement, and pays all second person fees.

IV. HEALTH CARE PROVISIONS

- A. **Health Insurance:** Medicare and Other Required Insurance - The Resident will be required to enroll in the Medicare program, Parts A and B, any future program that may be offered by Medicare, and one supplemental health insurance program covering hospital and other related costs reasonably acceptable to Loomis Village to assure the Resident's ability to cover costs of medical treatment, medicine, drugs, therapy and the like. A Resident not enrolled in Medicare must carry equivalent health insurance reasonably

acceptable to Loomis Village. The Resident agrees to provide evidence of such insurance upon admission and upon any change thereafter.

B. Insurance Claims: The Resident hereby authorizes Loomis Village or a nursing home to make all claims for insurance benefits for Covered Services and agrees to execute all documents necessary to enable Loomis Village or a nursing home to enforce such claims. Any benefits received by the Resident from Medicare or the supplemental health insurance required herein, with respect to Covered Services, will be paid by the Resident to Loomis Village or a nursing home as payment for the costs incurred by Loomis Village providing Covered Services to the Resident.

C. Access to Care: Residents have priority access to the levels of care they need as provided under this Agreement; Residents have priority access to assisted living; and Residents share priority access with Loomis House Retirement Community and Applewood residents to the Loomis Nursing Center.

D. Health Services: Loomis Village has a qualified Health Services Director who directs the health and wellness services of Loomis Village and oversees the provision of in-unit services and Assisted Living.

E. Best Setting for Care and Additional Services:

1. Loomis Village reserves the right to determine the best setting for care and need for additional services on a temporary or permanent basis if Resident does not meet the Personal Performance Criteria, Exhibits 1, 2 and 3, in accordance with the Process for Placement in Assisted Living, Loomis Nursing Center or Other Facility and/or the Need for Additional Services, Exhibit 4. Resident agrees to cooperate in performing any evaluation Loomis Village shall reasonably request, at Resident's expense, including granting Loomis Village permission to discuss health care issues with Resident's medical providers. Such evaluation may be requested at any time Loomis Village reasonably suspects by observation or otherwise that Resident's physical, emotional or mental condition has changed such that Resident may require a change in services or setting for care.

2. If Resident's physical or mental condition precludes living independently, or Loomis Village may transfer Resident to another level of care which best meets his or her needs.

3. If Loomis Village determines that personal space, personal health, personal care or nutritional needs are not being met by Resident, in accordance with the Personal Performance Criteria, Resident agrees to accept and pay for such additional services as Loomis Village determines are needed.

- F. **Nursing Center Care:** Village Center and Cottage Residents shall be entitled to seven days of care each calendar year at no charge in a semi-private room, based on medical necessity, non-cumulative from year to year. In the event that no bed is available at Loomis Nursing Center at the time of need, Loomis Village will assist in the placement of a Village Center or Cottage Resident to another nursing facility until a bed is available and will pay the then current rate at the other nursing facility (up to the then current Loomis Nursing Center rate) for up to 7 days. Payment for the days at no charge will begin after benefits from Medicare and other 3rd party insurances cease. This benefit shall cease upon a Resident terminating this Agreement.
- G. **Emergency Response:** Each apartment is equipped with an emergency response system which is monitored 24 hours/day.
- H. **Transfer to Hospital:** Loomis Village will assist Residents in need of transfer to an acute care hospital. All costs for such care, beyond Medicare and insurance coverage including transportation in either direction, will be the responsibility of Resident.
- I. **Transfer within Loomis Village or to Loomis Nursing Center:** Residents may transfer temporarily or permanently among independent living units, Assisted Living Apartments, and the Nursing Center, based on need and availability. Such changes must be authorized by Loomis Village.
- J. **Provisions of Home Care:** Residents receiving home care as approved by Loomis Village in accordance with Exhibits 1 and 2 may have that care provided either by an approved provider or by a licensed health care professional who meets applicable regulatory requirements. All outside providers of home care must meet the standards and requirements established by Loomis Village.
- K. **Release of Medical Information:** Resident consents to the release of medical information to Loomis Village by any physician, hospital, or other health care provider. Resident also agrees to the release of medical information by Loomis Village to the providers listed above and to Loomis Nursing Center. Loomis Village complies with all applicable requirements regarding maintaining protected health information.
- L. **Additional Health Care Services:** Any health care services not specifically identified in this Agreement as being the responsibility of Loomis Village are Resident's responsibility. This includes, but is not limited to, medical and health practitioners, hospitalization, skilled nursing care, tests and x-rays, medications, home care, personal care assistance for other than assisted living residents, and therapies.

V. OTHER PROVISIONS

- A. **Guests:** Guests are welcome subject to the terms and conditions established by Loomis Village. Overnight guests may stay in a Resident's unit for periods not to exceed two weeks. Guests are expected to follow all rules, policies, and procedures of Loomis Village, and Loomis Village has the authority to limit or terminate the stay of any guest for any reason at any time.
- B. **Privacy:** Loomis Village respects the privacy of Residents, but reserves the right to enter a unit whenever deemed necessary to carry out the purposes and intent of this Agreement, including maintenance, routine housekeeping, and Resident evaluations, meetings and/or medical emergencies.
- C. **Pets:** Pets are permitted at Loomis Village in accordance with the established pet policy of the community. Loomis Village may require the removal of a pet if the policy is violated.
- D. **Locks and Keys:** The Resident will receive keys for their living unit and for the mailbox. Resident may not change locks or add locks without written permission. Any added locks become Loomis Village property.
- E. **Smoking:** There is no smoking allowed in any of the common areas or units within the Village Center.
- F. **Business Operations:** No Resident may operate a business from a unit without written permission of Loomis Village and in accordance with land use laws.
- G. **Power of Attorney and Health Care Directive:** Resident is requested to provide to Loomis Village copies of any Power of Attorney or health care advance directive so that this information will be readily available if a need should arise.
- H. **Subordination of Rights:** All rights, privileges, and benefits granted to Resident shall be subordinate to the debt financing of Loomis Village, and to any real estate mortgage and assignment of this Agreement to secure debt financing or other indebtedness for Loomis House, Inc. and Loomis Communities, Inc. Upon request, Resident agrees to execute and deliver a subordination agreement to establish the priority of such obligations as a lien against the property. This Agreement is subject to the terms and conditions of the Loan and Trust Agreement by and among Massachusetts Development Finance Agency, Loomis House, Inc. and Loomis Communities, Inc. and State Street Bank, as Trustee and the mortgages and collateral assignment of contracts relating thereto.
- I. **Resident's Relationship to Loomis Village:** This Agreement is primarily for the provision of housing and services on a contractual basis, and it does not

represent a landlord-tenant relationship. Resident does not have any ownership interest in Loomis Village, its property, or the apartment occupied by Resident.

- J. **Nontransferability:** The rights and privileges of Resident under this Agreement are personal to Resident and are not transferable.
- K. **Trustee, Individual, and Related Entity Liability:** Loomis Communities, Inc. shall solely be liable for its performance under this Agreement. Neither Loomis House Inc. nor any director, officer or employee of Loomis House Inc. or Loomis Communities, Inc. shall be liable to Resident under this Agreement.
- L. **Observance of Policies, Rules, and Regulations:** Resident agrees to abide by all Policies, Rules, and Regulations established by Loomis Village and amended from time to time, for the safety, comfort, and convenience of all Residents.
- M. **Grievances and Appeals:** If Resident wishes to present a grievance or to appeal any decision of Loomis Village rendered according to this Agreement, other than matters covered in Exhibit 4, he or she shall do so in accordance with the Grievance Process as set forth in Exhibit 5.
- N. **Right of Management:** Loomis Village reserves the absolute right of management. Loomis Village reserves the right to accept or reject any person for residency. Residents do not have the right to manage or to determine admissions, terms of admission, or transfer of any other Resident.
- O. **Right of Subrogation:** In case of injury to Resident by a third party, Loomis Village shall have the right of subrogation, for all of its costs and expenses incurred, and shall have the right, in the name of Resident, to take all necessary steps to enforce payment of same by the person responsible for the injury. Resident agrees to cooperate and assist in recovering said costs.
- P. **Reserve Funds:** Loomis Village does not currently maintain reserve funding or security for its performance hereunder. Loomis Village shall have the right to establish such accounts in the future.
- Q. **Covenant of Compliance with Laws and Regulations:** Loomis Village covenants that it complies with applicable Federal and State laws and regulations regarding consumer protection and protection from abuse, neglect, and financial exploitation of the elderly.

VI. CANCELLATIONS AND TERMINATIONS

A. Prior to Occupancy:

1. If Resident terminates the Agreement any time prior to the Occupancy Date, Resident will receive a refund within a reasonable length of time

equal to the total amount paid to Loomis Village, less an administrative fee equal to 1% of the Entrance Fee, and less any costs incurred at the request of Resident.

2. Loomis Village may terminate the Agreement if it is found that Resident has substantially misrepresented medical, financial, or other information given to Loomis Village during the application process. In this event, Resident will receive a refund equal to the total amount paid to Loomis Village, less an administrative fee equal to 1% of the Entrance Fee, and less any costs incurred at the request of Resident.

3. If Resident does not meet the financial or medical criteria prior to occupancy, there will be a refund of the total amount paid to Loomis Village, less any costs incurred at Resident's request.

4. If Resident dies before the Occupancy Date, the estate of Resident will be refunded the total amount paid to Loomis Village, less any costs incurred at Resident's request.

B. After Occupancy:

1. The Agreement will be terminated after:

- a. Resident dies and all belongings are removed from the living unit; or
- b. Resident moves permanently to the Loomis Nursing Center and all belongings are removed from the living unit; or
- c. Resident moves permanently to another location outside of Loomis Village, after giving 30 days' written notice and removing all belongings from the living unit; or
- d. Resident moves permanently to Loomis Village Assisted Living under a separate Rental Agreement.

The remaining Resident in the case of dual occupancy may request termination if one of the above situations occurs. However, the death or move of one Resident shall not necessarily affect the continuation of the Agreement for the other.

2. The Resident may voluntarily terminate this Agreement upon thirty days' written notice of intent.

3. The Entrance Fee shall continue to amortize and the monthly service fees shall be payable until the later of the end of the thirty day period provided above in B.1 or B.2 or the removal of all personal property from the living unit. If all personal property is not removed within 30 days, Loomis Village may store such property at the expense of Resident or Resident's estate. If the property is stored longer than 90 days, Loomis Village will sell the property upon 30 days' notice, and return the proceeds to Resident or the

estate, less any costs for storage, sale, or other amounts due Loomis Village.

4. The vacated unit must be left in a condition satisfactory to Loomis Village. Loomis Village may charge the Resident or Resident's estate for any repair or cleaning, other than normal wear, needed to restore the unit to its former condition.
5. The Agreement may be terminated by Loomis Village if Resident:
 - a. fails to make payment of fees promptly;
 - b. breaches this Agreement;
 - c. fails to follow Loomis Village's policies and procedures;
 - d. engages in activities or conduct disruptive to the Loomis Village community;
 - e. has care needs which cannot be met by Loomis Village staff and/or are not provided under this Agreement and the Resident refuses to accept and pay for appropriate supplemental care; or
 - f. engages in conduct which is deemed by Loomis Village to be a hazard to the safety of self, other residents, or Loomis staff; or
 - g. engages in material misrepresentation of health or financial information which, if accurately provided, would have resulted in a failure of the Resident to qualify for residency, or a material increase in the cost of providing to the Resident the services under the Agreement.

Loomis Village will give 30 days' written notice of its intention to terminate, except that it reserves the right to terminate in a shorter period of time in the case of serious threat to the health or safety of Resident or other Residents or employees of Loomis Village.

6. Conditions for Entrance Fee Changes After Occupancy
 - a. If at the time of initial occupancy, the Resident signs an intent to move to a more expensive living unit when one becomes available, Resident will receive a 100% refund of the original Entrance Fee at the time of occupancy of the more expensive living unit. He/she will then pay the then current Entrance Fee in the more expensive unit, which will begin a new amortization period.
 - b. If Resident chooses to move to a more expensive living unit (not requested at the time of initial occupancy), Resident will pay the difference between the refundable balance of the Entrance Fee paid on admission to the less expensive living unit and the then current Entrance Fee on the more expensive unit. The original Entrance Fee will continue to be amortized according to the original schedule at the time of admission, and the additional Entrance Fee will begin a new amortization period.

- D. Loomis Village reserves the right to take any action permitted under this Agreement that Loomis Village deems appropriate to assist it in carrying out the goals of Loomis Village.
- C. The Administrator will provide information necessary for the LVRA to carry out its responsibilities and will be available to consult with the Association.
- B. Loomis Village will advise the LVRA with respect to such matters affecting the Residents as increases in the Monthly Service Fee, additional fees, guest and extra meals, transportation, recreational programs, and adoption or changes of general policies applying to all residents.
- A. There is a Loomis Village Residents' Association (LVRA) to which each Resident belongs. The Residents' Association elects officers and appoints committees as desired to develop and support its interests, which may consult with management.

VII. THE RESIDENTS' ASSOCIATION

- 9. The refundable portion of any Entrance Fee shall be paid to the Resident, if living, when due. In the event of the death of a Resident, the refund shall be paid to his/her estate except, with the prior approval of Loomis Village, a Resident may, in writing signed, dated, and delivered by Resident to Loomis Village, designate an individual, trust, or other entity to receive the refund ("Resident's Designatee"), subject to the claims for unpaid amounts then due Loomis Village. Resident and his/her estate indemnifies Loomis Village for payment made in accordance with such designation.
- 8. After the Agreement is terminated, Loomis Village is released from any further obligations to Resident except for the payment of any refund due.
- 7. The obligations created in this Agreement shall be binding on the estate of Resident after termination.
 - c. If Resident moves to a less expensive living unit or to an Assisted Living Apartment, and the then current Entrance Fee for the new living unit is less than the refundable balance of the original Entrance Fee, Resident will receive a refund equal to the difference between the new Entrance Fee and the refundable balance of the original Entrance Fee, if any. A new amortization period will begin, if applicable, and Resident will pay the monthly service fee associated with the new unit.
 - d. If Resident moves to a less expensive living unit or to an Assisted Living Apartment, and the then current Entrance Fee for the new living unit is greater than the refundable balance of the original Entrance Fee, no additional Entrance Fee will be charged. The amortization of the original Entrance Fee will continue.

Executed by Loomis Communities, Inc., by a duly authorized corporate representative, and by Resident(s) on the _____ day of _____, _____.

A photocopy or electronic copy of this Agreement shall be deemed an original for all purposes.

Resident warrants that all statements and documents submitted to Loomis Village are true and complete. Any misrepresentation or willful omission may render this Agreement null and void.

The following documents are a part of this Agreement:

1. Application for Residence
2. Financial Disclosure Statement and updates
3. Personal Health History and Physician's Statement
4. Exhibits to this Agreement as attached, and as listed in the Section Directory
5. Certified Financial Statements
6. Amendments to this Agreement, as they occur.

For Resident(s):

By: _____

Name: _____

By: _____

Name: _____

For Loomis Communities, Inc.:

By: _____

Name: _____

Title: _____

EXHIBIT 1

**Loomis Village
PERSONAL PERFORMANCE CRITERIA FOR INDEPENDENT LIVING**
January 1, 2012 (rev.)

Personal performance criteria are used to evaluate the Resident's level of personal independence and his/her level of physical and mental ability to safely provide self-care in a manner that does not present a hazard to self or others. These criteria are considered when making Resident placement decisions at the time of admission and throughout the period of residency. The existence of a disability or a sensory deficit is not a criterion in and of itself; the ability to perform certain activities is the determinant of the Resident's qualification for independent living and the need for additional services.

The following criteria are factors used to determine if a Resident is suited for independent living:

1. Able to bathe, groom, and dress self.
2. Able to ambulate or self-transport.
3. Able to feed self.
4. Requires no ongoing special diet which cannot be self-managed.
5. Able to administer own medications, with minimal assistance.
6. Requires no ongoing scheduled professional nursing care.
7. Continent of bowel and bladder or self-managed incontinence.
8. Mentally alert.
9. Oriented to person, place, and time.
10. Able to make personal care decisions.
11. Able to attend dinner in the Dining Room regularly.
12. Able to maintain an orderly personal living space and clean personal clothing.
13. Able to leave campus for personal needs or personal reasons.
14. Able to provide own breakfast and lunch.

The following notes concern the application of the personal performance criteria for independent living:

- A. Loomis Village endeavors to maintain residents at the most independent level of housing or care at which their needs can be met. Many times these needs may require support services (refer to B. below).

- B. The Criteria may be met by having assistance provided by Loomis Village on a scheduled basis by a qualified nursing assistant or home health aide. This assistance is available when the Resident needs only one aide to provide care. Assistance must be approved by the Health Services Director. The Resident will be charged according to the current rate for home health care as listed in Fees for Additional Services provided by Loomis Village. In the alternative and subject to the policies and procedures of Loomis Village, Resident may contract for and receive assistance from outside sources.

- C. Residents may use assistive devices such as canes, crutches, walkers, wheelchairs (manual or electric) and small motorized carts to maintain their ability to self-transport.
- D. The permanent inability to meet any of the Criteria may mean that it may no longer appropriate for the Resident to remain in an independent living unit. In-residence assistance, additional services, a move to an Assisted Living Apartment, the Loomis

Nursing Center or other facility will be determined as appropriate to meet the Resident's needs.

- E. Loomis Village distinguishes short-term performance deficits from long-term performance deficits. Short-term deficits may be met through temporary home care or temporary Loomis Nursing Center placement. Long-term deficits will usually be met through transfer to assisted living, Loomis Nursing Center or other facility.
- F. Whenever a Resident is hospitalized or requires skilled nursing care, including Loomis Nursing Center, outside of Loomis Village, Loomis Village reserves the right to reassess his/her ability to meet the criteria prior to or after returning to Loomis Village. The resident is responsible for notifying Loomis Village of hospitalization and return.

EXHIBIT 2

**Loomis Village
PERSONAL PERFORMANCE CRITERIA FOR ASSISTED LIVING**
January 1, 2012 (rev.)

Personal performance criteria are guidelines used to evaluate the individual Resident's level of personal independence and his/her level of physical and mental ability to provide self-care. These criteria are considered when making Resident placement decisions at the time of admission and throughout the period of residency. The existence of a disability or a sensory deficit is not a criterion in and of itself; the ability to perform certain activities is the determinant of the Resident's qualification for assisted living and the need for additional services.

The following criteria are used to determine if a Resident is suited for assisted living:

1. Able to bathe, groom, and dress self with assistance of one aide.
2. Able to ambulate or self-transport within apartment; may require assistance in transport outside apartment.
3. Able to transfer from one location to another with the assistance of one aide.
4. Able to feed self.
5. Able to administer own medications or receive reminders to self-administer medications. Residents may not remain in Assisted Living if permanently on medication whose side effects pose a threat of complications or a need for ongoing skilled monitoring.
6. If a Resident requires ongoing scheduled professional nursing care it must be provided by a licensed home care agency or a private provider of their choice.
7. Continent of bowel and bladder or self-managed incontinence.
8. Mentally alert to a degree that does not compromise the health or safety of self or others.
9. Oriented to person, place, and time to a degree that does not compromise the health or safety of self or others.
10. Able to attend breakfast, lunch, and dinner in the Dining Room regularly.
11. Able to maintain an orderly personal living space and clean personal clothing with assistance.
12. Able to leave campus for personal needs or personal reasons with assistance.
13. Able to have personal care needs met, as described above, with no more than one hour of direct care per day.

Services not provided include but are not limited to:

1. Two person lift and transfer assistance
2. Assistance with feeding
3. Management of wandering behavior.
4. Skilled Nursing services such as sterile dressing, changes, injections, ear lavage
5. More than one hour of individual personal care per day.

The following notes concern the application of the personal performance criteria for assisted living:

- A. Loomis Village endeavors to maintain Residents at the most independent level of housing or care at which their needs can be met. Many times these needs may require support services (refer to B. below).
- B. Loomis Village provides Assisted Living Apartment Residents with resident assistants 24 hours daily. This assistance is available where the Resident needs only one aide to provide

care for up to one hour per day. Residents who desire or require more assistance than that regularly provided may have additional assistance provided on a scheduled basis by a qualified Nursing Assistant or home health aide. This assistance must be approved and coordinated by the Health Services Director. The Resident will be charged according to the current rate for home care as listed in Fees for Additional Services. In the alternative and subject to the policies and procedures of Loomis Village, Resident may contract for and receive assistance from outside sources.

- C. Residents may use assistive devices such as canes, crutches, walkers, wheelchairs (manual or electric) and small motorized carts to maintain their ability to self-transport.
- D. The permanent inability to meet any of the Criteria with the assistance regularly provided by the resident assistants or by outside contracted care-providers, or, to meet other requirements established by applicable laws or regulations relating to care provided in assisted living facilities, means that it is no longer appropriate for the Resident to remain in Assisted Living. A move to Loomis Nursing Center or other facility will be determined as appropriate to meet the Resident's needs.
- E. Loomis Village distinguishes short-term performance deficits from long-term performance deficits. Short-term deficits may be met through temporary home care or temporary Loomis Nursing Center placement. Long-term deficits will usually be met through transfer to Loomis Nursing Center.
- F. Whenever a Resident is hospitalized or requires skilled nursing care outside of Loomis Village, including Loomis Nursing Center, Loomis Village reserves the right to reassess his/her ability to meet the criteria prior to returning to or after returning to Loomis Village. The Resident is responsible for notifying Loomis Village of hospitalization and return.

EXHIBIT 3

**Loomis Village
CRITERIA FOR NURSING FACILITY PLACEMENT**
March 1, 2007 (rev.)

The Resident Care Committee as set forth in Exhibit 4 shall recommend placement of a Loomis Village Resident in Loomis Nursing Center or another skilled nursing facility when the following criteria are met:

1. A Resident requires the assistance of more than one person to transfer; or
2. A Resident presents an imminent hazard to other residents or staff; or
3. A Resident's behavior constitutes a safety hazard to his or her own person; or
4. A Resident's behavior constitutes a safety hazard to other residents or staff; or
5. A Resident is unable to manage incontinence; or
6. A Resident averages more than one fall per week; or
7. A Resident is unable to manage medications with appropriate assistance; or
8. A Resident's mental alertness compromises the health or safety of self or others; or
9. A Resident is unable to maintain an orderly and clean personal living space with appropriate assistance; or
10. A Resident is unable to attend to personal needs with appropriate assistance; or
11. A physician certifies that skilled nursing care is medically necessary.

In reviewing such a recommendation, the Health Services Director shall consider that:

- A. Loomis Village endeavors to maintain Residents at the most independent level at which their needs can be met. This may sometimes require support services and other additional services.
- B. Residents may use such assistive devices as are necessary to maintain their independence.
- C. Loomis Village distinguishes short-term and long-term performance deficits. Only the latter will result for a recommendation for permanent placement in a skilled nursing facility, although the former might result in temporary skilled nursing facility placement in some instances.

EXHIBIT 4

Loomis Village PROCESS FOR PLACEMENT IN ASSISTED LIVING, THE LOOMIS NURSING CENTER OR OTHER FACILITY AND/OR THE NEED FOR ADDITIONAL SERVICES

March 1, 2007 (rev.)

1. The Administrator, Director of Resident Services (DRS) and the Health Services Director (HSD), as the Resident Care Committee, shall initially determine the need for a Resident to be transferred based on Loomis Village's "Personal Performance Criteria for Independent and Assisted Living," "Criteria for Nursing Facility Placement," and Resident assessment.
2. In making this determination, the Resident Care Committee will obtain the input of (a) the Resident's personal physician, and (b) such other resources as it may deem appropriate.
3. The DRS or HSD will determine the availability of an apartment in assisted living, or a bed in the Loomis Nursing Center or other skilled nursing facility; or in such other facility as may be appropriate based on the Resident's needs and expressed desires.
4. The Resident Care Committee will conduct a care conference with the Resident to discuss the need for transfer and the financial implications thereof. If the Resident so desires, a family member or another representative chosen by the Resident, may be present for this discussion. If the Resident is deemed to be unable to comprehend the decision being made, Loomis Village will include Resident's health care proxy, if one has been designated.
5. The HSD will schedule and implement the transfer as soon as is reasonably possible and will complete all relevant documentation.
6. If after the care conference the Resident or his/her representative does not agree to the transfer, or other compromise is not achieved between Loomis Village and the Resident that will ensure the safety of the Resident and others in Loomis Village, the Resident may request, at Resident's expense, an independent assessment by a qualified agency acceptable to the Resident Care Committee which shall perform an Assessment of the Resident's condition, need for additional services and best setting for care. All parties shall cooperate with the assessment process. Upon its completion, a copy of the Assessment report shall be given to both parties. Resident agrees to abide by the recommendations contained in the Assessment report and to accept such change in setting and additional services as recommended therein. Loomis Village reserves the right to request reassessments as it may deem advisable to assure Resident's needs and Resident's and others' safety are met.
7. If the Resident does not agree to accept the recommendations of the Assessment, whether the decision is to transfer the Resident or to accept and be responsible for additional services at Resident's expense, then the Resident will be deemed to have voluntarily terminated this Agreement.
8. At all times during the assessment process the Resident must receive the standard of care initially recommended by the Resident Care Committee within Loomis' continuum of care. Such services will be at the Resident's expense and can be provided by Loomis or an outside caregiver approved by and subject to the policies and procedures of Loomis. Resident may be required to sign a Negotiated Risk Agreement relieving Loomis of liability for Resident's care rejected by Resident during the assessment process.

EXHIBIT 5

**Loomis Village
GRIEVANCE PROCESS
March 1, 2007 (rev.)**

A Resident who wishes to address an issue or concern is encouraged to do so informally by making the issue known to the Health Services Director, Director of Resident Services, or Administrator. Loomis Village wishes to assure that its residents are satisfied with their lives in the community and will attempt to resolve the issue or concern in a mutually satisfactory manner. The mere filing of a grievance by Resident shall not be the basis for adverse action by Loomis Village. Should Resident wish to express a grievance, or to dispute an action taken directly related to him/her by Loomis Village, Resident shall follow the formal procedure described below:

1. Contact the facility Administrator.
2. Complete a written statement which describes as fully as possible the nature of the issue and the outcome desired.
3. Administrator will work with Resident and other staff, residents, family and professionals who are involved, as appropriate, to address the grievance consistent with Loomis Village's mission and its responsibilities under this Agreement (the "Review Standard"). A written response to the grievance shall be delivered to Resident as soon as practicable (normally within 10 days).

4. If Resident is not satisfied with the response offered by the Administrator, Resident may submit the written grievance to the Chief Executive Officer.
5. The Chief Executive Officer will appoint a committee composed of: two staff members of Loomis Village, one of whom is the Administrator; one member of the Board of Directors; and another resident, chosen by Resident submitting the grievance. If Resident is not deemed competent to choose a representative, the Administrator will appoint a designated person.
6. The Committee will consider all relevant information regarding Resident's grievance and, applying the Review Standard, will reach a determination by majority ruling. The Chief Executive Officer will vote only in the case of a tie.
7. The decision of the Committee is final and binding upon Loomis Village and the Resident.
8. Failure by the Resident to accept the decision of the Committee shall constitute a voluntary termination of the Residency and Care Agreement.
9. Matters relating to Resident transfers to Assisted Living, Loomis Nursing Center or another facility and/or the need for additional services shall be addressed in accordance with Exhibit 4 and not by this Process.

EXHIBIT 6

Loomis Village DISCLOSURE STATEMENT January 1, 2012 (rev.)

A. **Residency & Care Agreement**

This disclosure statement is prepared by Loomis Village to accompany and complement the Residency & Care Agreement between the Resident and Loomis Village.

B. **Name and Business Address of Provider**

Loomis Communities, Inc.
d/b/a Loomis Village
246 North Main Street
South Hadley, MA 01075
(413) 532-5325

Loomis Communities, Inc. is a 501 (c)(3) not-for-profit Massachusetts corporation established for the purpose of providing housing, general services, and health care services to older people and for other charitable purposes.

C. **Nursing Center Care**

When nursing center care is provided to the Resident, it may be at the nursing center located at:

Loomis House Nursing Center
298 Jarvis Avenue
Holyoke, MA 01040
(413) 538-7551

Loomis Lakeside at Reeds Landing Nursing Center
807 Wilbraham Road
Springfield, MA 01109
(413) 782-1800

Loomis House Nursing Center is owned and operated by Loomis House, Inc. Loomis House, Inc. and Loomis Communities, Inc. are related by virtue of an agreement for Loomis House, Inc. to provide nursing services to Loomis Communities, Inc. Loomis Lakeside at Reeds Landing Nursing Center is owned by Loomis Senior Living Inc.

D. **Officers and Directors**

A list of the current Officers and Directors of Loomis House, Inc. and Loomis Communities, Inc. is contained in the attached Exhibit 7.

Loomis House, Inc. and Loomis Communities, Inc. are related by virtue of common officers, directors, and corporators. All Directors serve voluntarily and receive no compensation.

E. **Business Experience of Management**

Loomis House, Inc. was founded in 1902 and has continuously operated retirement housing facilities since 1911. Loomis Communities, Inc. owns and operates the Loomis House Retirement Community at 298 Jarvis Avenue in Holyoke, Massachusetts, which has been in continuous operation since March 1981; Loomis Village, a retirement community at 246 North

F. Tax Status

G. Physical Facilities

I. Financial Statements

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Main Street, South Hadley, Massachusetts, which has been in operation since 1992; and Applewood, a retirement community at One Spencer Drive, Amherst, Massachusetts, which has been in operation since 1991. Loomis Senior Living, Inc. owns and operates the Loomis Lakeside at Reeds Landing Nursing Center, which is part of Loomis Lakeside at Reeds Landing. It has been in operation since 1991 and under Loomis Senior Living Inc. ownership since 2009.

Tax Exemption: Loomis Communities, Inc. is a tax-exempt organization under 501(c)(3) of the Internal Revenue Code.

- 1. Loomis Village does not pay income taxes or sales taxes.
- 2. Gifts and donations to Loomis Village are tax deductible to the donor.
- 3. Loomis Village pays real estate taxes to the Town of South Hadley and to Fire District 1.

1. Location
Loomis Village is located on a 40-acre campus whose administrative offices are located at 246 North Main Street in South Hadley, MA, and whose operations offices are located at 20 Bayon Drive in South Hadley, MA.

2. Resident Units
28 villas, 10 cottages, 106 independent apartments, and 25 assisted living apartments are located on the campus.

3. Loomis Village reserves the right to modify, in size or scope, any existing or planned facilities and to change the timing of construction as conditions require.

1. Fiscal Year
The fiscal year for Loomis Village is the calendar year.

2. Financial Statement (Annual)
Audited financial statements from the two most recent fiscal years are attached as Exhibit 14. A balance sheet and statement of revenue and expenses from the third most recent fiscal year is attached as Exhibit 15.

3. Financial Statement (Current)
An unaudited financial statement, current to within 90 days, is attached as Exhibit 16.

4. Rate Histories for Loomis Village, Loomis House, Applewood, and Loomis Lakeside at Reeds Landing are attached as Exhibit 13.

EXHIBIT 7

Loomis House, Inc.
Loomis Communities, Inc.

BOARD OF DIRECTORS AND OFFICERS 2015 - 2016

BOARD OF DIRECTORS

Venus Robinson, Chairperson
Tom Pratt, Vice Chairperson
Kathleen Bowler
Steve Corrigan
Fletcher Davis
Nancy Eddy
Norman Halpern
Sara Lawrence
Betsy Macmillan Stevens
Ann McIntosh
Anthony Pellegrino
Tom Senecal
Greg Sheehan
Kay Sordillo
Mary-Anne Stearns
Edward Steiger
Joan Steiger
Meghan Sullivan

OFFICERS

David W. Scruggs, President and Chief Executive Officer
Margaret R. Mantoni, Treasurer and Chief Financial Officer
Peter Connor, Clerk
Margaret R. Mantoni, Assistant Clerk

Fee Schedule

EXHIBIT 8

INDEPENDENT LIVING - VILLAS - 2016

Style	Entrance Fee (Starting at*) (Declining Refundable)	Monthly Service Fees (First Person)
1 Bedroom – Inside	132,000	1,680
1 Bedroom – Outside	141,000	1,680
2 Bedroom – Inside	188,000	1,930
2 Bedroom – Outside	200,000	1,930

NOTES: Second Person Monthly Service Fee - \$270 additional

Entrance Fee prices may be higher, depending on unit features

The above monthly service fees include the following:

- ❖ Six meals per month in dining room
- ❖ 24-hour on-premises staff
- ❖ Wellness Clinic
- ❖ Priority access to Nursing Center
- ❖ Full maintenance of buildings and grounds
- ❖ “Active lifestyle” at its best – recreational, educational programs, trips and events
- ❖ Cable TV including one digital tuner and one remote controller
- ❖ Trash removal
- ❖ Water and sewer fees
- ❖ Real estate taxes
- ❖ Emergency response system

A la Carte Support Service and Assistance with Living

Loomis makes available a spectrum of supportive services for residents in independent living apartments. Please refer to the summary of services for more information.



10/31/15

FeeSchedule

INDEPENDENT LIVING - APARTMENTS - 2016

Mountainside

Name	Style	Entrance Fee (Starting at)*		Monthly Service Fees (First Person)
		(Declining Refundable)	(90% Refundable)	
Stonington	Studio	93,000	156,000	2,255
Blanford	Studio	93,000	156,000	2,255
Whately	1 Bedroom, 1 Bath	112,000	187,000	2,850
Shelburne	1 Bedroom, 1 Bath	112,000	187,000	2,850
Deerfield	1 Bedroom, 1 ½ Baths	118,000	198,000	3,010
Lexington	1 Bedroom, 1 ½ Baths	118,000	198,000	3,010
Suffield	2 Bedroom, 2 Baths	144,000	240,000	3,495

Courtyard

Name	Style	Entrance Fee (Starting at)*		Monthly Service Fees (First Person)
		(Declining Refundable)	(90% Refundable)	
Wendell	1 Bedroom, 1 Bath	112,000	188,000	2,960
New Salem	1 Bedroom, Den, 1 Bath	141,000	235,000	3,260
Dana	2 Bedroom, 2 Baths	157,000	263,000	3,535
Enfield	2 Bedroom, 2 Baths	166,000	277,000	3,535
Prescott	2 Bedroom, Den, 2 Baths	180,000	300,000	3,675
Greenwich	2 Bedroom, Den, 2 Baths	186,000	310,000	3,695

NOTES: Second Person Monthly Service Fee - \$825 additional

* Entrance Fee may be higher for additional special features

Parking Garage Space (Optional) - \$7,500 (Declining Refundable)

20-Meal per Month Plan available

10/31/15



Fee Schedule

INDEPENDENT LIVING - COTTAGES - 2016

Name	Style	Entrance Fee (Starting at*) (Declining Refundable) (90% Refundable)	Monthly Service Fees (First Person)
Hadley	2 Bedroom, Den, 2 Baths	207,000	3,995
Chester	2 Bedroom, Den, 2 Baths	210,000	4,025
Hardwick	2 Bedroom, Den, 2 Baths	212,000	4,050

NOTES: Second Person Monthly Service Fee - \$855 additional

Attached Garage Included

* Entrance Fee may be higher for additional special features

20-Meal per Month Plan available



10/31/15

FeeSchedule

ASSISTED LIVING - 2016

Name	Style	Approx. Sq. Ft.	OPTION 1 80% Refundable		OPTION 2 Rental Only
			Entrance Fee	Basic Monthly Service Fee	Basic Monthly Service Fee
Sturbridge	2	470	27,000	5,370	5,605
Bennington	2	460	27,000	5,370	5,605
Hanover	1	302	20,360	5,090	5,420

NOTE: Second Person Monthly Service Fee - \$1,495 additional

The above monthly service fees include the following:

- ❖ 24 hours a day staffing by Certified Nursing Assistants
- ❖ Personal care assistance
- ❖ Three meals per day
- ❖ Weekly housekeeping including bed and bath linens
- ❖ Emergency response and pendant
- ❖ Nursing consultation
- ❖ All utilities except telephone
- ❖ Cable TV including one digital tuner and one remote controller
- ❖ Transportation to medical appointments during regular transportation hours
- ❖ Trash removal
- ❖ Groundskeeping and Maintenance
- ❖ Health record maintenance
- ❖ Priority access to a Loomis Nursing Center and seven free days per year, non-cumulative
- ❖ Fitness and pool programs
- ❖ Health and nutrition counseling
- ❖ Full activities and entertainment programs

Available at additional charge:

- ❖ Home health care
- ❖ Personal laundry service
- ❖ Personal transportation
- ❖ High Speed Internet connection

10/31/15



DELIVERY CHARGE
No charge with Healthcare Coordinator's authorization. \$7.75 charge without authorization.

20 MEALS PER MONTH OPTIONAL PLAN
\$75.00 credit per person per month

MEALS - MONTHLY PLANS	
Breakfast and Lunch Daily	\$410 per month
Breakfast Daily	\$185 per month
Lunch Daily	\$260 per month
Dinner Daily	\$390 per month
Dinner (six dinners per month)	\$75 per month

MEAL CREDITS	
Independent Living	\$6.60 per day
Assisted Living	\$11.80 per day
Meal credits take effect after five consecutive days away from campus.	

RESIDENT AND GUEST MEAL CHARGES	
Breakfast	\$7.40
Lunch	\$9.90
Dinner	\$13.85
Brunch / Holiday	\$19.75
Phyllis's prices as posted	
Meals tax will be added to all guest meals per State and Local authorities.	

FEEs for ADDITIONAL SERVICES

As of January 1, 2016



FUNCTION ROOM RESERVATION	
\$32.25	

CATERING / FUNCTION	
All Catering/Functions will be priced by the General Manager of Food Service.	
Meals tax will be added to all guest meals per State and Local authorities.	

GUEST ACCOMMODATIONS	
Guest Room	\$80.00
Cot Charge	\$9.25 for first night; \$5.00 each additional night
All guests checking out AFTER 11:00 a.m. will be charged an additional night.	

HEALTH SUPPORT SERVICES	
Registered Nurse	\$62.00 per hour
Resident Assistant	\$28.50 per hour
Companion	\$26.50 per hour
Dietitian	\$64.00 per hour
Services billed in 30-minute increments with a 30-minute minimum.	

HEALTH SUPPORT SERVICE PLANS	
Medication Management	\$7.80 per visit
Care Coordination	\$112 per month
Basic Support	\$290 per month
Basic Support Plus	\$410 per month
Personal Support (Level I)	\$820 per month
Enhanced Personal Support (Level II)	\$1,640 per month
Recuperative (Level III)	\$2,465 per month

HOUSEKEEPING SERVICES	
\$29.75 per hour	
Services billed in 30-minute increments with a 30-minute minimum.	

\$5,400.00
INTERNAL MOVE CHARGE

Copy Service	10¢ per page
International Fax	\$6.50 for first page \$2.30 for each additional page
Long Distance Fax (outgoing)	\$1.60 per page
Fax Service (outgoing)	95¢ per page
Fax Service (incoming)	85¢ per page
Typing	\$33.00 per hour (billed in 15-minute increments with a 15-minute minimum)
SECRETARIAL SERVICES	

Light Bulbs	Prices provided by Maintenance Department
Key FOB Replacement	\$25.00 each
Emergency Pendant	\$185.00 each
Apartment Key Replacement	\$5.50 per key
MISCELLANEOUS SERVICES	

Requested Maintenance	\$35.80 per hour plus materials (billed in 30-minute increments with a 30-minute minimum)
Maintenance Services After Move-in	First two hours FREE OF CHARGE (to be used within first six months of residence)
MAINTENANCES SERVICES	

\$14.75 per load
LAUNDRY SERVICES

TRANSPORTATION AND COMPANION SERVICES	
Companion Services	\$26.50 per hour
Door to Door Service	\$18.50 per hour
Mileage charged at \$0.65 per mile for Loomis vehicle	
Services billed in 30-minute increments, with a two hour minimum.	

TRANSPORTATION SERVICES	
Local Retail and Groceries	no charge
Holyoke / South Hadley for appointments scheduled according to transportation guidelines	\$9.35
Event-Specific Trip (South Hadley / Holyoke)	\$5.40
Event-Specific Trip (Within 20 miles)	\$9.95
Event-Specific Trip (Greater Pioneer Valley area)	\$18.70
Cancellation Fee (for trips canceled with less than 24 hours notice or no shows)	\$13.50

INDEPENDENT LIVING - APARTMENTS (90% Refundable)											
APARTMENT TYPE	2015	2014	2013	2012	2011	2015	2014	2013	2012	2011	2011
	ENTRANCE FEE					MONTHLY SERVICE FEE					
Stonington	149,000	145,000	141,000	139,000	137,000	2,160	2,080	1,995	1,960	1,910	1,910
Blandford	149,000	145,000	141,000	139,000	137,000	2,160	2,080	1,995	1,960	1,910	1,910
Whately	179,000	175,000	172,000	170,000	167,000	2,725	2,620	2,540	2,465	2,415	2,415
Shelburne	179,000	175,000	172,000	170,000	167,000	2,725	2,620	2,550	2,475	2,425	2,425
Deerfield	189,000	185,000	182,000	180,000	177,000	2,875	2,765	2,685	2,605	2,555	2,555
Lexington	189,000	185,000	182,000	180,000	177,000	2,875	2,765	2,685	2,605	2,555	2,555
Suffield	229,000	225,000	222,000	220,000	217,000	3,355	3,230	3,150	3,055	3,055	3,055
Wendell	179,000	175,000	172,000	170,000	167,000	2,830	2,720	2,640	2,590	2,540	2,540
New Salem	224,000	220,000	217,000	215,000	212,000	3,115	2,995	2,905	2,855	2,805	2,805
Dana	251,000	250,000	247,000	245,000	243,000	3,375	3,245	3,150	3,100	3,050	3,050
Enfield	264,000	260,000	257,000	255,000	251,000	3,375	3,245	3,150	3,100	3,050	3,050
Prescott	287,000	285,000	282,000	280,000	275,000	3,505	3,390	3,295	3,245	3,195	3,195
Greenwich	299,000	295,000	294,000	292,000	289,000	3,525	3,410	3,315	3,265	3,215	3,215
Second Person						815	795	775	765	760	760

INDEPENDENT LIVING - COTTAGES (90% Refundable)											
APARTMENT TYPE	2015	2014	2013	2012	2011	2015	2014	2013	2012	2011	2011
	ENTRANCE FEE					MONTHLY SERVICE FEE					
Hadley	331,000	327,000	325,000	325,000	323,000	3,825	3,685	3,575	3,500	3,480	3,480
Chester	334,000	330,000	327,000	327,000	325,000	3,850	3,710	3,600	3,530	3,510	3,510
Hardwick	337,000	333,000	329,000	329,000	327,000	3,870	3,730	3,620	3,550	3,530	3,530
Second Person						815	795	775	765	760	760

Loomis Village
FIVE YEAR RATE HISTORY

Loomis Village (continued)

INDEPENDENT LIVING - COTTAGES (Declining Refundable)										
APARTMENT TYPE	ENTRANCE FEE					MONTHLY SERVICE FEE				
	2015	2014	2013	2012	2011	2015	2014	2013	2012	2011
Hadley	198,000	196,000				3,825	3,685			
Chester	200,000	198,000				3,850	3,710			
Hardwick	202,000	199,800				3,870	3,730			
Second Person						815	795			

INDEPENDENT LIVING - APARTMENTS (Declining Refundable)										
APARTMENT TYPE	ENTRANCE FEE					MONTHLY SERVICE FEE				
	2015	2014	2013	2012	2011	2015	2014	2013	2012	2011
Stonington	89,000	87,000				2,160	2,080			
Blandford	89,000	87,000				2,160	2,080			
Whately	107,000	105,000				2,725	2,620			
Shelburne	107,000	105,000				2,725	2,620			
Deerfield	113,000	111,000				2,875	2,765			
Lexington	113,000	111,000				2,875	2,765			
Suffield	137,000	135,000				3,355	3,230			
Wendell	107,000	105,000				2,830	2,720			
New Salem	134,000	132,000				3,115	2,995			
Dana	150,000	150,000				3,375	3,245			
Enfield	158,000	156,000				3,375	3,245			
Prescott	172,000	170,000				3,505	3,390			
Greenwich	179,000	177,000				3,525	3,410			
Second Person						815	795			

ASSISTED LIVING (Rental)										
APARTMENT TYPE	2015	2014	2013	2012	2011	2015	2014	2013	2012	2011
	Sturbridge						5,220	5,200	5,200	5,200
Bennington						5,220	5,200	5,200	5,200	5,200
Hanover						5,260	5,250	5,250	5,250	5,250
Second Person						1,425	1,400	1,330	1,300	1,300
ENTRANCE FEE					MONTHLY SERVICE FEE					

ASSISTED LIVING (80% Refundable)										
APARTMENT TYPE	2015	2014	2013	2012	2011	2015	2014	2013	2012	2011
	Sturbridge	27,000	27,000	27,000	27,000	27,000	5,220	5,200	5,200	5,200
Bennington	27,000	27,000	27,000	27,000	27,000	5,220	5,200	5,200	5,200	5,100
Hanover	17,800	17,800	17,800	17,800	17,800	4,930	4,920	4,920	4,900	4,900
Second Person						1,425	1,330	1,400	1,300	1,300
ENTRANCE FEE					MONTHLY SERVICE FEE					

INDEPENDENT LIVING - VILLAS (Declining Refundable)										
APARTMENT TYPE	2015	2014	2013	2012	2011	2015	2014	2013	2012	2011
	1 BR - Inside	126,000	126,000				1,600	1,540		
1 BR - Outside	135,000	132,000				1,600	1,540			
2 BR - Inside	179,000	177,000				1,835	1,765			
2 BR - Outside	191,000	189,000				1,835	1,765			
Second Person						255	245			
ENTRANCE FEE					MONTHLY SERVICE FEE					

INDEPENDENT LIVING - VILLAS (90% Refundable)										
APARTMENT TYPE	2015	2014	2013	2012	2011	2015	2014	2013	2012	2011
	1 BR - Inside	210,000	210,000	207,000	205,000	201,000	1,600	1,540	1,485	1,445
1 BR - Outside	225,000	220,000	217,000	215,000	212,000	1,600	1,540	1,485	1,445	1,410
2 BR - Inside	299,000	295,000	293,000	291,000	287,000	1,835	1,765	1,710	1,660	1,625
2 BR - Outside	319,000	315,000	310,000	308,000	304,000	1,835	1,765	1,710	1,660	1,625
Second Person						255	245	235	225	220
ENTRANCE FEE					MONTHLY SERVICE FEE					

Loomis Village (continued)

Applewood
FIVE YEAR RATE HISTORY

INDEPENDENT LIVING - APARTMENTS (80% Refundable)										
APARTMENT TYPE	ENTRANCE FEE					MONTHLY SERVICE FEE				
	2015	2014	2013	2012	2011	2015	2014	2013	2012	2011
Pippin	161,000	160,000	155,000	152,500	150,000	2,050	1,970	1,910	1,835	1,795
Baldwin	211,000	210,000	205,000	202,500	200,000	2,515	2,420	2,350	2,260	2,215
Belmac	221,000	220,000	215,000	213,000	210,500	2,525	2,430	2,360	2,265	2,220
Cortland	281,000	280,000	275,000	265,200	263,000	2,950	2,835	2,755	2,650	2,595
Macoun	301,000	300,000	295,000	290,500	288,000	3,155	3,035	2,945	2,840	2,780
McIntosh	311,000	310,000	305,000	300,000	298,000	3,175	3,055	2,970	2,865	2,805
Russet	321,000	320,000	315,000	312,500	310,000	3,490	3,355	3,260	3,155	3,090
Spencer	331,000	330,000	325,000	320,000	317,000	3,715	3,575	3,475	3,375	3,305
Empire	341,000	340,000	335,000	332,500	330,000	4,135	3,975	3,860	3,755	3,680
Quinte	346,000	345,000	340,000	337,500	335,000	4,175	4,015	3,975	3,895	3,820
Second Person						910	875	860	855	850

Loomis House
FIVE YEAR RATE HISTORY

INDEPENDENT LIVING - OPTION 1 (Declining Refundable)										
APARTMENT TYPE	2015	2014	2013	2012	2011	2015	2014	2013	2012	2011
	ENTRANCE FEE					MONTHLY SERVICE FEE				
A	7,520	7,240	7,080	6,900	6,900	1,880	1,810	1,770	1,720	1,675
B	8,200	7,900	7,700	7,500	7,500	2,050	1,975	1,925	1,875	1,825
D	8,500	8,180	7,940	7,750	7,750	2,125	2,045	1,985	1,935	1,885
E	8,660	8,340	8,100	7,900	7,900	2,165	2,085	2,025	1,975	1,925
C	9,600	9,240	9,000	8,800	8,800	2,400	2,310	2,250	2,200	2,145
AA	10,400	10,000	9,740	9,550	9,550	2,600	2,500	2,435	2,385	2,325
G	10,700	10,300	10,000	9,800	9,800	2,675	2,575	2,500	2,450	2,390
H	10,700	10,300	10,000	9,800	9,800	2,675	2,575	2,500	2,450	2,390
AB	10,960	10,540	10,240	10,050	10,050	2,740	2,635	2,560	2,510	2,445
J	11,460	11,020	10,700	10,500	10,500	2,865	2,755	2,675	2,625	2,560
AC	12,100	11,640	11,300	11,100	11,100	3,025	2,910	2,825	2,775	2,705
BC	12,980	12,480	12,160	12,000	12,000	3,245	3,120	3,040	2,990	2,930
EE	10,960	10,540	12,000	11,800	11,800	2,740	2,635	3,000	2,950	2,875
Second Person										

ASSISTED LIVING (90% Refundable)										
APARTMENT TYPE	2015	2014	2013	2012	2011	2015	2014	2013	2012	2011
	ENTRANCE FEE					MONTHLY SERVICE FEE				
F	15,000	15,000	15,000	15,000	15,000	4,070	3,955	3,840	3,775	3,755
F-1	15,500	15,500	15,500	15,500	15,500	4,180	4,058	3,940	3,875	3,855
F-2	15,500	15,500	15,500	15,500	15,500	4,195	4,074	3,955	3,890	3,880
F-3	17,000	17,000	17,000	17,000	17,000	4,595	4,465	4,335	4,270	4,255
Second Person										

Loomis House (continued)

INDEPENDENT LIVING - OPTION 2 (Declining Refundable)										
APARTMENT TYPE	ENTRANCE FEE					MONTHLY SERVICE FEE				
	2015	2014	2013	2012	2011	2015	2014	2013	2012	2011
A	7,520	7,240	7,080	6,900	6,900	1,295	1,245	1,215	1,215	1,190
B	8,200	7,900	7,700	7,500	7,500	1,415	1,360	1,325	1,325	1,300
D	8,500	8,180	7,940	7,750	7,750	1,495	1,465	1,425	1,425	1,400
E	8,660	8,340	8,100	7,900	7,900	1,705	1,640	1,595	1,595	1,565
C	9,600	9,240	9,000	8,800	8,800	1,830	1,760	1,710	1,710	1,680
AA	10,400	10,000	9,740	9,550	9,550	1,915	1,845	1,790	1,790	1,755
G	10,700	10,300	10,000	9,800	9,800	1,945	1,870	1,815	1,815	1,780
H	10,700	10,300	10,000	9,800	9,800	2,060	1,980	1,925	1,925	1,890
AB	10,960	10,540	10,240	10,050	10,050	2,165	2,085	2,025	2,025	1,985
J	11,460	11,020	10,700	10,500	10,500	2,290	2,205	2,140	2,140	2,100
AC	12,100	11,640	11,300	11,100	11,100	2,150	2,070	2,010	2,010	1,970
BC	12,980	12,480	12,160	12,000	12,000	2,280	2,195	2,130	2,130	2,090
EE	10,960	10,540	12,000	11,800	11,800	2,165	2,085	2,245	2,245	2,200
Second Person						375	360	345	345	340

Loomis Lakeside at Reeds Landing
FIVE YEAR RATE HISTORY

INDEPENDENT LIVING - APARTMENTS (90% Refundable)												
APARTMENT	TYPE	2015	2014	2013	2012	2011						Second Person
		ENTRANCE FEE						MONTHLY SERVICE FEE				
Magnolia		153,000	153,000	150,000	150,000	147,690	2,085	2,005	1,930	1,880	1,840	
Maple		162,000	155,000	153,000	153,000	150,465	2,140	2,050	1,970	1,920	1,880	
Oak		177,000	165,000	162,500	162,500	159,695	2,320	2,230	2,145	2,095	2,055	
Birch		185,000	175,000	173,000	173,000	170,500	2,480	2,385	2,295	2,245	2,200	
Willow		200,000	200,000	197,500	197,500	193,850	2,620	2,515	2,415	2,365	2,315	
Chestnut		231,000	214,000	211,000	211,000	207,695	2,945	2,830	2,720	2,670	2,615	
Sycamore		238,500	217,000	214,000	214,000	210,465	3,080	2,960	2,845	2,795	2,740	
Evergreen		269,500	240,000	235,000	235,000	230,770	3,190	3,065	2,950	2,900	2,840	

INDEPENDENT LIVING - APARTMENTS (Declining Refundable)												
APARTMENT	TYPE	2015	2014	2013	2012	2011						Second Person
		ENTRANCE FEE						MONTHLY SERVICE FEE				
Magnolia		99,000	99,000	97,500	97,500	96,000	2,085	2,005	1,930	1,880	1,840	
Maple		105,000	100,000	99,700	99,700	97,800	2,140	2,050	1,970	1,920	1,880	
Oak		115,000	107,000	105,500	105,500	103,800	2,320	2,230	2,145	2,095	2,055	
Birch		120,000	113,000	112,000	112,000	110,000	2,480	2,385	2,295	2,245	2,200	
Willow		130,000	130,000	128,500	128,500	126,000	2,620	2,515	2,415	2,365	2,315	
Chestnut		150,000	139,000	137,000	137,000	135,000	2,945	2,830	2,720	2,670	2,615	
Sycamore		155,000	141,000	139,000	139,000	136,800	3,080	2,960	2,845	2,795	2,740	
Evergreen		175,000	156,000	153,000	153,000	150,000	3,190	3,065	2,950	2,900	2,840	

Loomis Lakeside at Reeds Landing (continued)

INDEPENDENT LIVING - COTTAGES (90% Refundable)										
APARTMENT TYPE	ENTRANCE FEE					MONTHLY SERVICE FEE				
	2015	2014	2013	2012	2011	2015	2014	2013	2012	2011
Walnut	246,000	245,000	243,000	243,000	240,000	1,835	1,775	1,710	1,660	2,840
Poplar	269,500	253,000	250,000	250,000	249,230	1,835	1,775	1,710	1,660	2,945
Second Person						255	245	235	225	725

INDEPENDENT LIVING - COTTAGES (Declining Refundable)										
APARTMENT TYPE	ENTRANCE FEE					MONTHLY SERVICE FEE				
	2015	2014	2013	2012	2011	2015	2014	2013	2012	2011
Walnut	160,000	159,250	159,000	159,000	156,000	1,835	1,775	1,710	1,660	2,840
Poplar	175,000	164,450	165,000	165,000	162,000	1,835	1,775	1,710	1,660	2,945
Second Person						255	245	235	225	725

ASSISTED LIVING (90% Refundable)										
APARTMENT TYPE	ENTRANCE FEE					MONTHLY SERVICE FEE				
	2015	2014	2013	2012	2011	2015	2014	2013	2012	2011
Studio	17,500	15,000	15,000	15,000	15,000	3,915	3,800	3,655	3,605	3,530
Deluxe Studio	19,500	17,000	17,000	17,000	17,000	4,145	4,020	3,865	3,815	3,740
One Bedroom	22,500	20,000	20,000	20,000	20,000	4,790	4,650	4,470	4,420	4,330
Deluxe 1BR	24,500	22,000	22,000			5,015	4,865	4,680		
Second Person						1,365	1,325	1,275	1,225	1,200

ASSISTED LIVING (Rental)										
APARTMENT TYPE	ENTRANCE FEE					MONTHLY SERVICE FEE				
	2015	2014	2013	2012	2011	2015	2014	2013	2012	2011
Studio						4,205	4,080	3,925	3,875	3,795
Deluxe Studio						4,430	4,300	4,135	4,085	4,005
One Bedroom						4,975	4,830	4,645	4,595	4,505
Deluxe 1BR						5,170	5,020	4,855		
Second Person						1,365	1,325	1,275	1,225	1,200

AUDITED FINANCIAL STATEMENTS
Fiscal Year 2013

**Loomis House, Inc., Loomis Communities, Inc.,
and Loomis Senior Living, Inc.**

Consolidated Financial Statements

Years Ended December 31, 2013 and 2012

Loomis House, Inc., Loomis Communities, Inc.,
and Loomis Senior Living, Inc.

CONSOLIDATED FINANCIAL STATEMENTS
Years Ended December 31, 2013 and 2012

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INDEPENDENT AUDITOR'S REPORT

Board of Directors
Loomis House, Inc., Loomis Communities, Inc.,
and Loomis Senior Living, Inc.
South Hadley, Massachusetts

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Loomis House, Inc., Loomis Communities, Inc., and Loomis Senior Living, Inc. (collectively referred to as "the Companies"), which comprise the consolidated balance sheets as of December 31, 2013 and 2012, and the related consolidated statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of 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 Companies' 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 Companies' 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, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Loomis House, Inc., Loomis Communities, Inc., and Loomis Senior Living, Inc. as of December 31, 2013 and 2012, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

McGladrey LLP

Boston, Massachusetts
April 28, 2014

Loomis House, Inc., Loomis Communities, Inc., and Loomis Senior Living, Inc.

Consolidated Balance Sheets
December 31, 2013 and 2012

ASSETS		2013	2012
Current assets:			
Cash and cash equivalents		\$ 2,326,717	\$ 5,851,383
Assets limited as to use - required for current liabilities		19,901	18,868
Accounts receivable - residents, net		1,967,470	1,696,646
Accounts receivable - other		26,681	321,695
Prepaid expenses		452,027	450,267
Total current assets		<u>4,792,796</u>	<u>8,338,859</u>
Assets limited as to use		6,063,874	5,067,879
Property and equipment, net		58,450,520	59,395,158
Other assets:			
Investments		9,927,240	9,927,240
Investments - board designated		7,858,089	6,891,421
Beneficial interest in perpetual trusts		1,219,000	1,142,731
Deferred expenses, net of accumulated amortization		1,623,245	1,209,609
Total other assets		<u>22,432,183</u>	<u>19,171,001</u>
Total assets		<u>\$ 91,739,373</u>	<u>\$ 91,972,897</u>
LIABILITIES AND NET ASSETS			
Current liabilities:			
Accounts payable		\$ 944,500	\$ 895,713
Accrued expenses and other current liabilities		2,383,229	2,301,593
Current maturities of mortgage notes payable		151,074	215,392
Current maturities of bonds payable		320,000	870,000
Current portion of refundable entrance fees		9,085,428	8,459,646
Total current liabilities		<u>12,884,231</u>	<u>12,742,344</u>
Long-term liabilities:			
Mortgage notes payable, net of current maturities		3,923,890	6,057,555
Bonds payable, net of current maturities		23,061,218	19,640,000
Refundable entrance fees		52,800,182	53,619,401
Deferred entrance fees, net		6,510,689	6,697,603
Refundable deposits		489,740	432,435
Liability under charitable gift annuities		108,617	156,623
Total long-term liabilities		<u>86,894,336</u>	<u>86,603,617</u>
Total liabilities		<u>99,778,567</u>	<u>99,345,961</u>
Commitments and contingencies			
Net assets:			
Unrestricted		(12,513,879)	(11,525,985)
Temporarily restricted		1,585,492	1,339,997
Permanently restricted		2,889,193	2,812,924
Total net deficit		<u>(8,039,194)</u>	<u>(7,373,064)</u>
Total liabilities and net assets		<u>\$ 91,739,373</u>	<u>\$ 91,972,897</u>

See notes to consolidated financial statements.

Loomis House, Inc., Loomis Communities, Inc., and Loomis Senior Living, Inc.

Consolidated Statements of Operations
Years Ended December 31, 2013 and 2012

	2013	2012
Unrestricted revenues:		
Resident services	\$ 16,754,478	\$ 16,436,282
Net patient service revenue - private	4,145,397	6,063,382
Net patient service revenue - publicly aided	7,144,790	5,955,701
Amortization of entrance fees	1,544,014	1,845,883
Other	1,096,747	1,207,750
Total unrestricted revenues	<u>30,685,426</u>	<u>31,508,998</u>
Expenses:		
Nursing services	7,292,046	6,933,305
General and administrative	6,549,612	6,248,626
Food services	5,473,855	5,417,007
Depreciation and amortization	3,533,912	3,254,495
Plant operations	3,708,959	3,554,396
Interest expense	1,641,245	1,760,236
Housekeeping	1,227,758	1,206,586
Assisted living	1,036,813	1,021,204
Recreation and restorative therapy	1,372,205	1,372,440
Security	548,143	523,841
Laundry	291,851	291,059
Transportation	214,062	222,971
Home care	738,086	740,475
Wellness	162,139	160,065
Total expenses	<u>33,790,686</u>	<u>32,706,706</u>
Operating loss	<u>(3,105,260)</u>	<u>(1,197,708)</u>
Unrestricted nonoperating gains (losses) and other support:		
Interest income	106,101	104,088
Income on investments	241,526	339,819
Net realized gains on investments	1,868,399	905,440
Other than temporarily impaired investment losses	-	(31,327)
Contributions	257,647	125,030
Grant income	485	-
Philanthropy expenses	(132,534)	(108,257)
Change in value of split-interest agreements	(31,235)	(22,477)
Gain (loss) on disposal of fixed assets	9,260	(131,030)
Bond issuance costs	(590,710)	-
Net assets released from restrictions	129,674	140,203
Total unrestricted nonoperating gains and other support	<u>1,858,613</u>	<u>1,321,489</u>
Excess (deficit) of revenues over expenses and unrestricted nonoperating gains and other support	<u>(1,246,647)</u>	123,781
Other changes in unrestricted net assets:		
Unrealized gains on investments	<u>258,753</u>	522,611
Change in unrestricted net assets	<u>\$ (987,894)</u>	<u>\$ 646,392</u>

See notes to consolidated financial statements.

Loomis House, Inc., Loomis Communities, Inc., and Loomis Senior Living, Inc.

Consolidated Statements of Changes in Net Assets
Years Ended December 31, 2013 and 2012

	2013	2012
Unrestricted net assets:		
Operating loss	\$ (3,105,260)	\$ (1,197,708)
Total unrestricted nonoperating gains and other support	1,858,613	1,321,489
Other changes in unrestricted net assets	258,753	522,611
Change in unrestricted net assets	(987,894)	646,392
Temporarily restricted net assets:		
Net unrealized gains on permanently restricted investments	53,668	96,907
Net unrealized gains (losses) on temporarily restricted investments	(4,227)	7,448
Net realized gains on sale of permanently restricted investments		
Net unrealized gains on permanently restricted investments	198,606	102,978
Contributions	6,254	76,116
Grant income	85,000	-
Change in value of split interest agreements	(3,491)	3,341
Interest and dividends on permanently restricted net assets	19,266	23,205
Interest and dividends on temporarily restricted net assets	20,093	25,727
Net assets released from restrictions	(129,674)	(140,203)
Change in temporarily restricted net assets	245,495	195,519
Permanently restricted net assets:		
Change in value in beneficial interest in perpetual trusts	76,269	72,383
Change in permanently restricted net assets	76,269	72,383
Change in net assets	(666,130)	914,294
Net deficit at beginning of year	(7,373,064)	(8,287,358)
Net deficit at end of year	\$ (8,039,194)	\$ (7,373,064)

See notes to consolidated financial statements.

Loomis House, Inc., Loomis Communities, Inc., and Loomis Senior Living, Inc.

Consolidated Statements of Cash Flows
Years Ended December 31, 2013 and 2012

	2013	2012		2013	2012
Cash flows from operating activities and nonoperating gains:			Cash flows from investing activities:		
Change in net assets	\$ (666,130)	\$ 914,294	Purchase of property and equipment	\$ (2,568,880)	\$ (1,769,989)
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities and nonoperating gains:			Purchase of investments	(24,820,169)	(27,821,167)
Depreciation and amortization	3,533,912	3,254,495	Proceeds from sale of investments	24,424,091	28,346,466
Amortization on bond financing costs	96,576	142,631	Change in gift annuity liability	(48,006)	(9,767)
Amortization of entrance fees	(1,544,014)	(1,845,883)	Change in assets limited as to use	(995,995)	2,072,669
(Gain) loss on disposal of fixed assets	(9,260)	131,030	Net cash provided by (used in) investing activities	(4,008,959)	818,212
Net realized gains on investments	(2,067,005)	(1,008,418)			
Other than temporarily impaired investment losses	-	31,327	Cash flows from financing activities:		
Net unrealized gains on investments	(308,194)	(626,966)	Repayments on bonds payable	(20,510,002)	(825,000)
Gains on beneficial interest in perpetual trusts	(76,269)	(72,383)	Proceeds from bonds payable	23,376,563	-
Cash restricted to investment in property and equipment	(85,000)	(63,385)	Payment of bond issuance costs	(515,689)	-
Changes in assets and liabilities:			Repayment of mortgage notes payable	(2,197,983)	(203,163)
(Increase) decrease in:			Proceeds from entrance fees	11,033,937	11,114,419
Assets limited as to use - current	(1,033)	531	Refunds of entrance fees	(9,578,744)	(10,297,512)
Accounts receivable - residents	(270,824)	126,319	Contributions restricted for the purchase of property and equipment	85,000	63,385
Accounts receivable - other	3,484	100,010	Net cash provided by (used in) financing activities	1,692,092	(147,871)
Prepaid expenses	(1,760)	(31,543)			
Increase (decrease) in:			Net increase (decrease) in cash and cash equivalents	(3,524,666)	1,124,059
Accounts payable	48,787	(354,489)	Cash and cash equivalents:		
Accrued expenses and other current liabilities	81,636	43,182	Beginning of year	5,851,383	4,727,324
Refundable deposits	57,305	(287,034)	End of year	\$ 2,326,717	\$ 5,851,383
Total adjustments	(541,559)	(480,576)			
Net cash provided by (used in) operating activities	\$ (1,207,789)	\$ 453,718	Supplemental disclosure of cash flow information:		
			Cash paid during the year for interest	\$ 1,855,667	\$ 1,640,113

See notes to consolidated financial statements.

1. NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

Loomis House, Inc., Loomis Communities, Inc., and Loomis Senior Living, Inc. d/b/a Loomis Lakeside at Reeds Landing (collectively referred to as "the Companies") are not-for-profit organizations with common directors. The Companies and cost centers are as follows:

- Loomis House, Inc. is a 92-bed nursing facility located in Holyoke, Massachusetts.
- Loomis Communities, Inc.:

- Loomis House Retirement Community is a retirement community located in Holyoke, Massachusetts. The community consists of 68 independent living apartments and 13 assisted living studios.

- Loomis Corporate Management provides managerial and administrative services to Loomis House, Inc., Loomis House Retirement Community, Loomis Village, Applewood and Loomis Senior Living, Inc. (d/b/a Loomis Lakeside at Reeds Landing).

- Loomis Village is a retirement community located in South Hadley, Massachusetts. The village consists of 38 cottage-style villa homes, 96 independent living apartments and 25 assisted living apartments.

- Applewood consists of 103 independent living apartments.

- Loomis Senior Living (d/b/a Loomis Lakeside at Reeds Landing) is a 42-bed nursing facility and a retirement community located in Springfield, Massachusetts. The retirement community consists of 120 independent living apartments and 36 assisted living apartments.

Principles of Consolidation

The consolidated financial statements include the accounts of Loomis House, Inc., Loomis Communities, Inc., and Loomis Senior Living, Inc. All significant intercompany account balances and transactions have been eliminated in consolidation.

Classification and Reporting of Net Assets

The Companies' financial statement presentation follows the requirements of Financial Accounting Standards Board ("FASB"), Accounting Standards Codification ("ASC") 958, "Financial Statements of Not-for-Profit Organizations". Under ASC 958, the Companies are required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets and permanently restricted net assets. A description of the three net asset classes follows:

- Unrestricted net assets represent the portion of net assets of the Companies that is neither permanently restricted nor temporarily restricted by donor-imposed stipulations. Unrestricted net assets include expendable funds available for the support of the Companies, as well as funds invested in plant, including buildings and equipment.

Loomis House, Inc., Loomis Communities, Inc., and Loomis Senior Living, Inc.
Notes to Consolidated Financial Statements
Years Ended December 31, 2013 and 2012

1. NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES...continued

Classification and Reporting of Net Assets...continued

- Temporarily restricted net assets represent contributions and other inflows of assets whose use by the Companies is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and removed by actions of the Companies pursuant to those stipulations.

Temporarily restricted net assets also include, pursuant to Massachusetts law, cumulative appreciation and reinvested gains on permanently restricted net assets, which has not been appropriated by the Board of Directors.

- Permanently restricted net assets represent contributions and other inflows of assets whose use by the Companies is limited by donor-imposed stipulations that neither expire by passage of time nor can be fulfilled or otherwise removed by actions of the Companies.

The Companies follow FASB ASC 958 regarding the classification of donor-restricted endowment funds subject to the Uniform Prudent Management of Institutional Funds Act ("UPMIFA"). This standard provides guidance on the net asset classification of donor-restricted endowment funds for a not-for-profit organization that is subject to an enacted version of UPMIFA. UPMIFA is a model act approved by the Uniform Law Commission that serves as a guideline for states to use in enacting legislation.

Use of Estimates

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

Fair Value of Financial Instruments

The carrying amount of cash and cash equivalents, accounts receivable, accounts payable, accrued expenses and mortgages and bonds payable approximates fair value. The investments are carried at fair value based upon quoted market prices. Other long-term assets approximate fair value based on cost and the expected useful lives of the assets. The fair value of the Companies' long-term debt is estimated based on the quoted market prices for the same issue if available, or similar issues, or based on the current rates offered to the Companies for debt of the same remaining maturities with similar collateral requirements.

Cash and Cash Equivalents

The Companies define cash equivalents to include investments in liquid securities with an initial maturity of ninety days or less. For purposes of presenting the statement of cash flows, cash and cash equivalents includes only operating cash and cash equivalents. Investment cash balances are included in investments.

The Companies maintain their cash in bank deposit accounts which, at times, may exceed federally insured limits. The Companies have not experienced any losses in such accounts. The Companies believe they are not exposed to any significant credit risk on cash and cash equivalents.

1. NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES.....continued

Assets Limited as to Use

Assets limited as to use include escrow accounts required for the Companies' bonds held by trustees.

Accounts Receivable - Residents

Accounts receivable - residents, where a third party payor is responsible for paying the amount, are carried at a net amount determined by the original charge for the service provided, less an estimate made for contractual adjustments or discounts provided to third party payors.

Accounts receivable - residents due directly from the residents are carried at the original charge for the service provided less amounts covered by third party payors and less an estimated allowance for doubtful receivables. Management determines the allowance for doubtful accounts by identifying troubled accounts and by historical experience applied to an aging of accounts. Accounts are written off as bad debt expense when deemed uncollectible. Recoveries of receivables previously written off are recorded as a reduction of bad debt expense when received.

Property and Equipment

Property and equipment are stated at cost. Depreciation is computed by the straight-line method over the following estimated useful lives:

<u>Years</u>	
Buildings and additions	40
Building improvements	10-20
Furniture and equipment	3-10

Expenditures for major renewals and improvements are capitalized, while expenditures for maintenance and repairs are expensed as incurred.

The Companies follow FASB ASC 410, "Asset Retirement and Environmental Obligations". This standard requires that a liability be recorded for the fair value of an asset retirement obligation specific to certain legal environmental obligations such as asbestos, medical waste removal, and lead paint removal. The recording of a liability is required if such conditions exist and the obligation can be reasonably estimated. As of December 31, 2013 and 2012, the Companies were unaware of any such obligations. The Companies will recognize a liability in the period in which they become aware of such liability and sufficient information is available to reasonably estimate the fair value.

Deferred Expenses

Deferred expenses represent financing costs related to bond issuances and sales and promotional costs incurred to market the facilities to initial residents. The financing costs are being amortized over the life of the bonds. The deferred sales and promotional costs are being amortized over the estimated lives of the initial residents when the units are placed in service.

Loomis House, Inc., Loomis Communities, Inc., and Loomis Senior Living, Inc.
Notes to Consolidated Financial Statements
Years Ended December 31, 2013 and 2012

1. NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES...continued

Deferred Entrance Fees

Fees paid by residents upon entering into a continuing care contract at Loomis House Retirement Community, Loomis Village, Applewood and Loomis Lakeside at Reeds Landing, net of the portion thereof that is refundable to the resident, are recorded as deferred entrance fees and are amortized to income over the estimated remaining life expectancy of the resident. Estimated refundable entrance fees are reported as current or non-current liabilities based on anticipated future payments. The entrance fee contracts that were acquired in the purchase of Loomis Lakeside at Reeds Landing are recorded as a liability and not amortized for the 85% refundable contracts. Declining balance contracts are amortized over the resident's life expectancy. Any new agreements entered into after August 19, 2009 are either a 90% refundable contract or a declining balance contract amortized over the resident's life expectancy.

Obligation to Provide Future Services

On an annual basis the Companies calculate the present value of the net cost of future services and use of facilities to be provided to current residents, using a discount rate ranging from 4.5% to 5.5% at December 31, 2013 and 2012, and compare that amount with the balance of deferred revenue from deferred entrance fees. If the present value of the net cost of future services and use of facilities exceeds the deferred revenue from deferred entrance fees, a liability is recorded (obligation to provide future services and use of facilities) with the corresponding charge to income.

At December 31, 2013 and 2012, the comparison between the estimated net future costs to serve residents and the revenues from those residents that were parties to a resident agreement resulted in a substantial surplus. Therefore, no obligation to provide future services to residents was required to be accrued at December 31, 2013 and 2012.

Operating Activities

The statements of operations reflect a subtotal for operating income (loss). This subtotal reflects revenues that the Companies received for operating purposes. Non-operating activity reflects all other activity, including but not limited to investment income, gain (loss) on disposal of assets, realized gain (loss) on investments, change in the value of split interest agreements, contributions, philanthropy expenses, and bond issuance costs.

Excess of Revenues over Expenses

The statements of operations include excess of revenues over expenses. Changes in unrestricted net assets which are excluded from excess of revenues over expenses, consistent with industry practice, include unrealized gains or losses on investments.

Revenue Recognition

Patient and resident service revenue are reported at the estimated net realizable amounts from residents, third-party payors, and others for services rendered. Approximately twenty percent of operating revenues is received from Medicaid and Medicare funding sources as third-party reimbursement of costs.

Revenue under third-party payor agreements is subject to audit and retroactive adjustment. Provisions for estimated third-party payor settlements are provided in the period the related services are rendered. Differences between the estimated amounts accrued and interim and final settlements are reported in operations in the year of settlement.

1. NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES...continued

Contributions

Contributions, including unconditional promises to give, are recognized at fair value as revenue in the period when the donor makes the promise to give. Conditional promises to give are not recognized until they become unconditional, that is, at the time when the conditions on which they depend are substantially met. Contributions to be received after one year are discounted at an appropriate discount rate commensurate with the risk involved. Amortization of discount is recorded as additional contribution revenue in accordance with donor-imposed restrictions, if any, on the contributions. An allowance for uncollectible contributions receivable is provided based upon management's judgment of potential defaults. The determination includes such factors as prior collection history, type of contribution, and nature of the fundraising activity.

Contributions received with donor-imposed restrictions are reported at fair value as revenues of temporarily restricted net asset class when they are received. A reclassification to unrestricted net assets is made to reflect the expiration of such restrictions in the year the restriction is met. Contributions received with donor-imposed restrictions that are met in the same year as received are reported as revenues of the unrestricted net asset class. Contributions of land, buildings and equipment without donor stipulations concerning the use of such long-lived assets are reported at fair value as revenues of the unrestricted net asset class. Contributions of cash or other assets to be used to acquire land, buildings and equipment with donor stipulations are reported at fair value as revenues of the temporarily restricted net asset class; the restrictions are considered to be released at the time of acquisition of such long-lived assets.

Contributions of services are reported as revenues and expenses of the unrestricted net asset class at the fair value of the services received only if the services create or enhance a nonfinancial asset or would typically need to be purchased by the Companies if they had not been provided by individuals with those skills.

Investments and Investment Income

Investments are recorded at fair value. Investment income, including realized gains and losses on investments, dividends and interest on unrestricted investments are reported as nonoperating gains. Investment income from proceeds of borrowings that are held by a trustee is reported as nonoperating gains. Gains and losses, dividends and interest on permanently restricted investments are reported as increases or decreases to temporarily restricted net assets. Unrealized gains and losses on investments are excluded from the excess of revenues over expenses except that declines in fair value that are judged to be other than temporary are reported as realized losses. If an investment impairment is other than temporary, an earnings loss equal to the difference between the investment's cost and its fair value at the reporting date is recognized.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the consolidated balance sheets and statements of operations and changes in net assets.

Loomis House, Inc., Loomis Communities, Inc., and Loomis Senior Living, Inc.
Notes to Consolidated Financial Statements
Years Ended December 31, 2013 and 2012

1. **NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES...continued**

Fair Value Measurements

Under the FASB's authoritative guidance on fair value measurements, 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. In determining fair value, the Companies use various methods including market, income and cost approaches. Based on these approaches, the Companies often utilize certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and or the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable inputs. The Companies utilize valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs.

Based on the observability of the inputs used in the valuation techniques the Companies are required to provide the following information according to the fair value hierarchy. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values. Financial assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

- Level 1 - Quoted prices for identical assets and liabilities traded in active exchange markets, such as the New York Stock Exchange.
- Level 2 - Observable inputs other than Level 1 including quoted prices for similar assets or liabilities, quoted prices in less active markets, or other observable inputs that can be corroborated by observable market data. Level 2 also includes derivative contracts whose value is determined using a pricing model with observable market inputs or can be derived principally from or corroborated by observable market data.
- Level 3 - Unobservable inputs supported by little or no market activity for financial instruments whose value is determined using pricing models, discounted cash flow methodologies, or similar techniques, as well as instruments for which the determination of fair value requires significant management judgment or estimation; also includes observable inputs for nonbinding single dealer quotes not corroborated by observable market data.

In some instances, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such instances, the inputs are based on the lowest level of input that is significant to the fair value measurement.

The Companies have various processes and controls in place to ensure that fair value is reasonably estimated.

While the Companies believe its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different estimate of fair value at the reporting date.

During the years ended December 31, 2013 and 2012, there were no changes to the Companies' valuation techniques that had, or are expected to have, a material impact on its balance sheets or results of operations.

1. NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES...continued

Fair Value Measurements...continued

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

Cash Equivalents, Equity Securities, Bonds, and Mutual Funds

The fair value of cash equivalents, equity securities, bonds, and mutual funds is the market value based on quoted market prices, when available, or market prices provided by recognized broker dealers. If listed prices or quotes are not available, fair value is based upon externally developed models that use unobservable inputs due to the limited market activity of the instrument.

Beneficial Interest in Charitable Trusts

The fair value of beneficial interest in charitable trusts is based on quoted market prices of the underlying investments and present value techniques.

Other than Temporary Impairment of Investments

The Companies review its investments to identify those for which market value is below cost. The Companies then makes a determination as to whether the investment should be considered other than temporarily impaired based on guidelines established by FASB ASC 320, "Investments - Debt and Equity Securities". Losses of \$31,327 related to declines in value that were other than temporary in nature were recognized in 2012. There were no other than temporary losses in 2013.

Endowment Assets

The Board has interpreted Massachusetts General Law as requiring realized and unrealized gains and interest and dividend income of permanently restricted net assets to be retained in a restricted net asset classification until appropriated by the Board and expended. Massachusetts General Law allows the Board to appropriate for expenditure or accumulate so much of an endowment fund as the Companies determine is prudent for the uses, benefits, purposes and duration for which the endowment fund is established. In making a determination to appropriate or accumulate, the Companies shall act in good faith, with the care that an ordinarily prudent person in a like position would exercise under similar circumstances, and shall consider, if relevant, the following factors: the duration and preservation of the endowment fund; the purposes of the Companies and the endowment fund; general economic conditions; the possible effect of inflation or deflation; the expected total return from income and the appreciation of investments; other resources of the Companies; and the investment policy of the Companies.

The Companies' spending policy is to appropriate on an annual basis four percent of the average market value of the Loomis Communities Endowment Funds, which will be used to support the charitable mission of Loomis House, Inc.; Loomis Communities, Inc.; and Pioneer Valley Living Care Center at Amherst, Inc. For spending purposes, the average market value shall be established on the three most recent years ended June 30th. In establishing this policy, Loomis considers the long term expected return on its endowment. Accordingly, over the long term Loomis expects the current spending policy to allow its endowment to grow by more than four percent annually. This is consistent with Loomis' objective to preserve the capital assets of Loomis in perpetuity as well as provide real growth through new gifts and investment return. During the years ended December 31, 2013 and 2012, the Companies have decided to appropriate only investment income on donor restricted endowment funds. The Companies expect this to be the case in 2014 too. The Board of Directors also has discretion to spend amounts over the four percent spending policy from the board designated endowment. During the years ended December 31, 2013 and 2012, the Companies made expenditures of \$37,266 and \$41,205, respectively.

Loomis House, Inc., Loomis Communities, Inc., and Loomis Senior Living, Inc.
Notes to Consolidated Financial Statements
Years Ended December 31, 2013 and 2012

1. NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES...continued

Endowment Assets...continued

The Companies have adopted investment and spending policies for endowment assets that attempt to provide a stream of funding to support operations and capital needs of the organization by its endowment while seeking to preserve the endowment assets in perpetuity. Endowment assets include those assets of donor-restricted funds that the organization must hold in perpetuity or for donor-specified periods as well as board-designated funds.

To satisfy the long-term return objectives, the Companies rely on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Companies target a 30%-60% equity allocation and a 40%-70% debt, cash and cash equivalent allocation.

Charitable Gift Annuities

Loomis Communities, Inc. is the beneficiary of a number of charitable gift annuities whereby it receives an immediate contribution as well as a remainder interest in the underlying investment from which a specified dollar amount of the fair value of the assets each year is currently being paid to the donors. Actuarial methods are used to calculate that portion of the investment representing the present value of the liability to the donor and that portion representing the contribution using discount rates ranging from four percent to six percent.

Loomis Communities, Inc. is the trustee of certain assets held in trust, which are recorded as investments at fair value. The liabilities to the donors are recorded at the present value of the estimated future payments to be distributed over the life of the donors and/or donors' beneficiaries. Upon receipt of the assets, the amount of the contribution is the difference between these amounts. Adjustments to the asset and liability accounts are reflected as changes in the value of split interest agreements in the statements of operations.

The contributions related to these agreements are recorded as temporarily restricted contributions and are released from restriction upon the death of the donor.

Beneficial Interest in Perpetual Trust

Loomis Communities, Inc. has a beneficial interest in two perpetual trusts held by a third party trustee which are recorded at fair value on its financial statements. The principal as well as the annual gains or losses on the trust investments are restricted in perpetuity. The interest and dividend income generated by the trust investments is distributed each year to Loomis Communities, Inc.

Advertising

The Companies expense advertising costs as incurred. Advertising expense was \$256,612 and \$205,927 for the years ended December 31, 2013 and 2012, respectively.

Income Tax Status

Loomis House, Inc., Loomis Communities, Inc., and Loomis Senior Living, Inc. d/b/a Loomis Lakeside at Reeds Landing qualify under Section 501(c)(3) of the Internal Revenue Code and are exempt from Federal and state income taxes.

1. NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES...continued

Income Tax Status...continued

The Companies follow the FASB ASC 740, "Income Taxes", which clarifies the accounting for uncertainty in income taxes by prescribing the recognition threshold a tax position is required to meet before being recognized in the financial statements. The Companies recognize a tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities. Management evaluated the Companies' tax position and concluded that the Companies have no material uncertainties in income taxes. The Companies' are no longer subject to income tax examinations by the U.S. Federal, State, or local tax authorities for years before 2010. The Companies will account for interest and penalties related to uncertain tax positions, if any, as part of tax expense.

Reclassifications

Certain reclassifications have been made to the 2012 financial statements to conform to the 2013 presentation.

Recently Issued Accounting Pronouncements

In October 2012, the FASB issued guidance which requires a not-for-profit entity to classify cash receipts from the sale of donated financial assets consistently with cash donations received in the statement of cash flows if those cash receipts were from the sale of donated financial assets that upon receipt were directed without any not-for-profit entity-imposed limitations for sale and were converted nearly immediately into cash. Accordingly, the cash receipts from the sale of those financial assets should be classified as cash inflows from operating activities, unless the donor restricted the use of the contributed resources to long-term purposes, in which case those cash receipts should be classified as cash flows from financing activities. Otherwise, cash receipts from the sale of donated financial assets should be classified as cash flows from investing activities. This guidance is effective prospectively for fiscal years, and interim periods within those years, beginning after June 15, 2013. The adoption of this guidance is not expected to have a material impact on the Companies' financial statements.

2. RELATED PARTY TRANSACTIONS

The Companies incurred fuel, insurance and legal expenses in the normal course of operations, from a fuel company, insurance agency and a law firm, respectively, which employ members of the governing Board of Directors and Committees of the Board of Directors. Total amounts expended for legal services during the years ended December 31, 2013 and 2012 totaled \$158,048 and \$40,697, respectively. Total amounts expended during the years ended December 31, 2013 and 2012 totaled \$476,980 and \$450,782. Total amounts expended for fuel expenses during the year ended December 31, 2012 totaled \$1,610 (none during the year ended December 31, 2013). Amounts outstanding for legal services totaled \$6,340 and \$13,721 as of December 31, 2013 and 2012, respectively.

The Companies incurred construction expenses with a company owned by the son of one of the members of the governing Board of Directors. Total amounts expended for construction during the years ended December 31, 2013 and 2012 were \$59,522 and \$73,349, respectively of which \$6,475 was included in accounts payable as of December 31, 2013. No amounts were outstanding for the year ended December 31, 2012.

In addition, certain members of management and the Board of Directors are holders of the Companies' bonds. Furthermore, certain members of the Board of Directors are employed by a bank with which the Companies hold funds and have an outstanding loan, as more fully described in Note 11.

Loomis House, Inc., Loomis Communities, Inc., and Loomis Senior Living, Inc.
Notes to Consolidated Financial Statements
Years Ended December 31, 2013 and 2012

3. ASSETS LIMITED AS TO USE

Assets limited as to use consist of cash and cash equivalents and a certificate of deposit and are presented in the financial statements at fair value. The fair value was as follows at December 31:

	<u>2013</u>	<u>2012</u>
Required for current liabilities – cash	\$ <u>19,901</u>	\$ <u>18,868</u>
Bond indentures		
Debt service funds	\$ 919,863	\$ 1,579,800
Debt service reserve funds	2,641,891	2,916,527
Project fund	-	527,784
Reserve for replacement funds	<u>2,502,120</u>	<u>43,768</u>
	<u>\$ 6,063,874</u>	<u>\$ 5,067,879</u>

4. INVESTMENTS

The following is a summary of the Companies' investments at fair value as of December 31:

	<u>2013</u>	<u>2012</u>
Cash and cash equivalents	\$ 1,621,736	\$ 805,642
Domestic equities	957,706	332,172
International equities	73,120	80,324
U.S. bonds	183,174	194,769
Corporate bonds	37,627	46,056
Mortgage backed securities	287	514
Fixed income mutual funds	9,368,799	5,262,118
Equity mutual funds	7,327,413	9,798,463
Real estate mutual funds	<u>20,076</u>	<u>298,603</u>
	<u>\$ 19,589,938</u>	<u>\$ 16,818,661</u>

Investments are presented on the accompanying balance sheets as follows as of December 31:

	<u>2013</u>	<u>2012</u>
Investments	\$ 11,731,849	\$ 9,927,240
Investments – board designated	<u>7,858,089</u>	<u>6,891,421</u>
	<u>\$ 19,589,938</u>	<u>\$ 16,818,661</u>

The Companies record as expense, investment fees for services paid to custodians and investment consultants in general and administrative expenses. Investment fees paid by the Companies were \$74,359 and \$71,710 for the years ended December 31, 2013 and 2012, respectively.

4. INVESTMENTS...continued

The following tables show the gross unrealized losses and fair value of the Companies' investments that are not deemed to be other-than-temporarily impaired, aggregated by investment category and length of time that individual securities have been in a continuous unrealized loss position at December 31, 2013 and 2012.

Description of Securities	Less than 12 Months		More than 12 Months		Total	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
Fixed income mutual funds	\$ 544,887	\$ (66,583)	\$ 6,123,435	\$ (324,940)	\$ 6,668,322	\$ (391,523)
U.S. Bonds	-	-	166,818	(15,859)	166,818	(15,859)
Domestic equities	17,544	(358)	-	-	17,544	(358)
International equities	18,761	(383)	-	-	18,761	(383)
Equity mutual funds	4,235	(338)	-	-	4,235	(338)
2012	\$ 585,427	\$ (67,662)	\$ 6,290,253	\$ (340,799)	\$ 6,875,680	\$ (408,461)
U.S. Bonds	\$ 3,828,843	\$ (67,090)	\$ 597,090	\$ (3,026)	\$ 4,425,933	\$ (70,116)
Fixed income mutual funds	3,924,273	(211,805)	-	-	3,924,273	(211,805)
2013	\$ 7,753,116	\$ (278,895)	\$ 597,090	\$ (3,026)	\$ 8,350,206	\$ (281,921)

The above noted unrealized losses deemed temporary as of December 31, 2013 and 2012 relate to investments that are part of a broadly diversified portfolio with an objective being of principal and income in real terms subject to providing sufficient cash flow to meet the Companies' projected annual cash requirements. This is an actively managed portfolio with a focus on total portfolio returns and includes investments expected to perform differently through varying market cycles. All investments, including those in a loss position as of December 31, 2013 and 2012, are continuously monitored for quality and appropriateness. These temporary impairments at December 31, 2013 and 2012 are considered so due to market conditions and are not due to fundamental problems with the security and continue to be appropriate components of the Companies' investment strategy. Based on this evaluation and the Companies' ability to hold the investments for a reasonable period of time sufficient for a recovery of value, the Companies do not consider the investments summarized above to be other-than-temporarily impaired as of December 31, 2013 and 2012.

Loomis House, Inc., Loomis Communities, Inc., and Loomis Senior Living, Inc.
Notes to Consolidated Financial Statements
Years Ended December 31, 2013 and 2012

5. FAIR VALUE MEASUREMENTS

The following tables are a summary of assets that the Companies measure at fair value on a recurring basis by level within the fair value hierarchy at December 31, 2013 and 2012:

<u>2013</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Investments				
Cash and cash equivalents	\$ 1,621,736	\$ -	\$ -	\$ 1,621,736
Domestic equities	957,706	-	-	957,706
International equities	73,120	-	-	73,120
U.S. bonds	183,174	-	-	183,174
Corporate bonds	37,627	-	-	37,627
Mortgage backed securities	-	287	-	287
Fixed income mutual funds	9,368,799	-	-	9,368,799
Equity mutual funds	7,327,413	-	-	7,327,413
Real estate mutual funds	20,076	-	-	20,076
	<u>19,589,651</u>	<u>287</u>	<u>-</u>	<u>19,589,938</u>
Assets limited as to use				
Cash equivalents	<u>5,444,473</u>	<u>-</u>	<u>-</u>	<u>5,444,473</u>
Beneficial interest in perpetual trusts	<u>-</u>	<u>-</u>	<u>1,219,000</u>	<u>1,219,000</u>
Total	<u>\$ 25,034,124</u>	<u>\$ 287</u>	<u>\$ 1,219,000</u>	<u>\$ 26,253,411</u>
<u>2012</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Investments				
Cash and cash equivalents	\$ 805,642	\$ -	\$ -	\$ 805,642
Domestic equities	332,172	-	-	332,172
International equities	80,324	-	-	80,324
U.S. bonds	194,769	-	-	194,769
Corporate bonds	46,056	-	-	46,056
Mortgage backed securities	-	514	-	514
Fixed income mutual funds	5,262,118	-	-	5,262,118
Equity mutual funds	9,798,463	-	-	9,798,463
Real estate mutual funds	298,603	-	-	298,603
	<u>16,818,147</u>	<u>514</u>	<u>-</u>	<u>16,818,661</u>
Assets limited as to use				
Cash equivalents	<u>4,351,674</u>	<u>-</u>	<u>-</u>	<u>4,351,674</u>
Beneficial interest in perpetual trusts	<u>-</u>	<u>-</u>	<u>1,142,731</u>	<u>1,142,731</u>
Total	<u>\$ 21,169,821</u>	<u>\$ 514</u>	<u>\$ 1,142,731</u>	<u>\$ 22,313,066</u>

5. FAIR VALUE MEASUREMENTS...continued

The changes in investments measured at fair value for which the Companies have used Level 3 inputs to determine fair value are as follows:

	Balance at December 31, 2011	Balance at December 31, 2012	Balance at December 31, 2013
Interest and dividends	26,166	25,625	192,711
Fees	(7,945)	(9,092)	(82,003)
Transfers	(44,858)	(50,972)	1,142,731
Realized gains	11,834	1,142,731	1,142,731
Unrealized gain on assets still held at December 31, 2012	87,186		
Unrealized loss on assets still held at December 31, 2013			(82,003)
	\$ 1,070,348	\$ 1,219,000	\$ 1,219,000

The following table presents quantitative information about significant unobservable inputs used in Level 3 fair value measurements at December 31, 2013 and 2012:

Range (Weighted Average)	Unobservable Input	Valuation Technique	Market approach based on underlying securities	Beneficial interest in perpetual trusts	Fair Value 2013	Fair Value 2012
N/A	None	Market approach based on underlying securities			\$ 1,142,731	\$ 1,219,000

The assets held in trust are managed by an independent third party trustee, and the Companies have no authority over investment decisions. Thus, they are classified as Level 3 within the fair value hierarchy levels.

6. CONCENTRATION OF CREDIT RISK

Loomis House, Inc. and Loomis Lakeside at Reeds Landing grant credit without collateral to its residents, most of whom are insured under third-party payor agreements. Loomis Communities, Inc.'s residents are privately funded.

The mix of receivables from residents and third-party payors for 2013 and 2012 is as follows:

	2013	2012
Medicaid	\$ 324,340	\$ 334,538
Private Medicare	973,433	653,261
Other third-party payors	617,826	515,082
	352,844	397,848
	2,268,443	1,900,729
Allowance	(300,973)	(204,083)
	\$ 1,967,470	\$ 1,696,646

Loomis House, Inc., Loomis Communities, Inc., and Loomis Senior Living, Inc.
Notes to Consolidated Financial Statements
Years Ended December 31, 2013 and 2012

7. PROPERTY AND EQUIPMENT

The following is a summary at December 31:

	<u>2013</u>	<u>2012</u>
Land	\$ 2,531,584	\$ 2,531,584
Buildings	67,356,625	67,356,625
Building improvements	19,937,527	17,901,485
Furniture and equipment	7,433,132	6,790,563
Construction in process	<u>212,807</u>	<u>314,030</u>
	97,471,675	94,894,287
Less- accumulated depreciation and amortization	<u>(39,021,155)</u>	<u>(35,499,129)</u>
	<u>\$ 58,450,520</u>	<u>\$ 59,395,158</u>

Construction in process is for various apartment renovations, building expansion and improvement at Loomis House Nursing Center, renovations of porches at Loomis Village, and other miscellaneous repairs across the communities. The apartment renovations were substantially completed in March 2014, incurring \$56,298 in costs after year end with an estimated \$16,000 remaining. The expansion and improvement of Loomis House Nursing Center is still in the design phase. The project incurred \$4,045 in costs after year end and the total cost of the project is still unknown. Timing of completion is expected to be either 2014 or 2015. The porch renovations at Loomis Village incurred \$69,613 of costs after year end and the remaining to complete this project is unknown. Timing of completion is expected to be in 2014. The miscellaneous projects generated \$197 in costs after year end and are expected to be completed in 2014 or 2015.

8. DEFERRED EXPENSES

Deferred expenses, net of accumulated amortization, at December 31, 2013 and 2012 totaling \$1,623,245 and \$1,209,609, respectively, represent sales and promotional costs associated with the development of Loomis Communities, Inc. Deferred expenses also include various legal and accounting costs associated with the acquisition of Applewood and financing costs related to obtaining bond financing. In addition, deferred expenses include architectural costs for the potential expansion of the Loomis Communities, Inc. properties as well as expenses incurred towards the purchase of nursing facility bed licenses.

The promotional deferred expenses are being amortized over the estimated lives of the initial residents when the units were placed in service. The deferred financing costs are being amortized over the term of the bond agreements.

9. ENTRANCE FEES

The retirement communities have various residency plans. The majority of entrance fees for independent living units are refundable at a minimum of 80%. The remaining entrance fees are amortized over the resident's life expectancy. Entrance fees for assisted living apartments are 80% refundable, and the remaining 20% is amortized over the resident's life expectancy. In addition, certain entrance fees are refundable on a declining basis. The entrance fee contracts that were acquired in the purchase of Loomis Lakeside at Reeds Landing are recorded as a liability and not amortized for 85% refundable contracts and declining balance contracts are amortized over the resident's life expectancy. Any new agreements entered into after August 19, 2009 is either a 90% refundable contract or a declining balance contract and amortized over the resident's life expectancy.

Loomis House, Inc., Loomis Communities, Inc., and Loomis Senior Living, Inc.

Notes to Consolidated Financial Statements
 Years Ended December 31, 2013 and 2012

9. **ENTRANCE FEES**...continued

The following is a summary of refundable entrance fees:

	2013	2012
Refundable entrance fees	\$ 61,885,610	\$ 62,079,047
Less - current portion	9,085,428	8,459,646
Non-current refundable entrance fees	<u>\$ 52,800,182</u>	<u>\$ 53,619,401</u>

10. **BONDS PAYABLE**

Bonds payable consist of the following:

	2013	2012
Series 1999 Bonds	-	-
Series 2002 Bonds	-	4,740,000
Series 2013A Bonds	21,215,000	-
Series 2013B Bonds	2,500,000	-
Total bonds payable	<u>23,715,000</u>	<u>20,510,000</u>
Unamortized discount	(333,782)	-
Carrying value of bonds	23,381,218	20,510,000
Less - current maturities	(320,000)	(870,000)
Bonds payable, net of current maturities	<u>\$ 23,061,218</u>	<u>\$ 19,640,000</u>

The Series 1999 bonds are issued by Loomis House, Inc. and Loomis Communities, Inc. (the "Obligated Group") from the Massachusetts Development Finance Agency ("MDFA"). The bonds consist of Series A bonds with interest ranging from 5.75% to 6.35% and Series B bonds with an adjustable interest rate of 6.0% at December 31, 2012.

The Series 2002B Revenue Bonds represent term bonds, which require annual sinking fund installments of amounts ranging from \$70,000 to \$810,000 through 2032 and carry interest rates ranging from 6.35% to 6.9%. The Series 2002B Revenue Bonds were subject to optional redemption prior to maturity on or after March 1, 2012, as a whole or in part at a premium not to exceed 2%.

In September 2013, the Obligated Group refinanced the 1999 bonds, 2002 bonds, and a mortgage held by the Obligated Group (see Note 12) into the Series 2013 Revenue Bonds from the MDFA. The bonds consist of Series A bonds, which require annual sinking fund installments of amounts ranging from \$245,000 to \$850,000 beginning in 2017 through 2033 and carry interest rates ranging from 3.00% to 6.00% and Series B bonds, which require annual sinking fund installments of amounts ranging from \$320,000 to \$785,000 beginning in 2014 through 2017 and carry interest rates ranging from 2.50% to 4.25%.

The Series 2013A bonds are subject to optional redemption prior to maturity after January 1, 2023, as a whole or in part at a redemption price equal to the principal amount being redeemed, plus accrued interest without premium. The Series 2013B bonds are not subject to optional redemption prior to maturity.

Loomis House, Inc., Loomis Communities, Inc., and Loomis Senior Living, Inc.
 Notes to Consolidated Financial Statements
 Years Ended December 31, 2013 and 2012

10. BONDS PAYABLE...continued

The Obligated Group makes twelve monthly debt service payments into a debt services reserve fund each year in order to satisfy the interest and principal payments on the bonds. Interest payments are due each July 1 and January 1.

The bonds are secured by a mortgage on the land and buildings owned by the Obligated Group and a security interest in all of the personal property of the Obligated Group including equipment, furnishings, accounts receivable and monies received from operations.

The Series 2013 bonds are reported net of a discount of \$333,781 at December 31, 2013. The discount is amortized over the life of the bonds.

Total interest expense related to the 1999, 2002 and 2013 bonds was \$1,264,960 and \$1,264,584 for the years ended December 31, 2013 and 2012, respectively.

The Obligated Group is required to satisfy certain bond covenant requirements in connection with the bonds payable. Under the terms of the bond agreements, the Obligated Group is required to maintain a debt service fund, a debt service reserve fund, and a renewal and replacement fund. In addition, a project fund is maintained from bond proceeds to be used for the renovation project at Applewood and other capital projects.

Maturities of the bonds payable over the next five years and in the aggregate are as follows for the years ending December 31:

2014	\$ 320,000
2015	770,000
2016	785,000
2017	870,000
2018	915,000
Thereafter	<u>19,721,218</u>
	<u>\$ 23,381,218</u>

11. MORTGAGE NOTES PAYABLE

Following is a summary of mortgage notes payable as of December 31:

	<u>2013</u>	<u>2012</u>
The Obligated Group held a mortgage with a bank that was payable in monthly installments of \$18,853, including principal and interest at a rate of 4.46%. The mortgage was secured by an 11.84% interest in all business assets. Interest expense for the years ended December 31, 2013 and 2012 totaled \$76,910 and \$97,114, respectively. The mortgage was refinanced with the Obligated Group's bonds in September 2013 (see Note 10).	\$ -	\$ 2,087,476

Loomis House, Inc., Loomis Communities, Inc., and Loomis Senior Living, Inc.
 Notes to Consolidated Financial Statements
 Years Ended December 31, 2013 and 2012

12. NET ASSETS

A summary of unrestricted net assets by designation as of December 31 is as follows:

	<u>2013</u>	<u>2012</u>
Undesignated	\$ (20,371,968)	\$ (18,417,406)
Designated by the Board:		
Endowment	7,616,857	6,708,453
Reeds Landing Philanthropic Fund	<u>241,232</u>	<u>182,968</u>
	<u>\$ (12,513,879)</u>	<u>\$ (11,525,985)</u>

Permanently restricted net assets are investments to be held in perpetuity, the income from which is expendable for operations of Loomis Communities, Inc. The following is a summary:

	<u>2013</u>	<u>2012</u>
Barbara G. Sheldon Memorial Fund	\$ 524,993	\$ 524,993
Arthur Rankin Trust	100,000	100,000
Horace and Eloise Fuller Trust	<u>1,045,200</u>	<u>1,045,200</u>
Total endowment	1,670,193	1,670,193
Beneficial Interest in Perpetual Trusts	<u>1,219,000</u>	<u>1,142,731</u>
	<u>\$ 2,889,193</u>	<u>\$ 2,812,924</u>

Temporarily restricted net assets include realized and unrealized appreciation on permanently restricted net assets, unexpended restricted investment income and temporarily restricted contributions. The following is a summary:

	<u>2013</u>	<u>2012</u>
Barbara G. Sheldon Memorial Fund	\$ 791,054	\$ 670,948
Arthur Rankin Trust	<u>359,416</u>	<u>227,248</u>
Endowment appreciation	1,150,470	898,196
Friendship Fund	230,561	240,362
Loomis Village Landscaping	75,304	77,721
Applewood General Fund	39,236	39,831
Applewood Reserve Fund	41,082	41,593
Vista Project	4,090	4,090
Other Donations	25,905	19,360
Scholarship Fund	<u>18,844</u>	<u>18,844</u>
	<u>\$ 1,585,492</u>	<u>\$ 1,339,997</u>

13. ENDOWMENT NET ASSETS

The following is a summary of endowment net asset composition by type of fund at December 31, 2013 and 2012:

2013			
Unrestricted	Temporarily Restricted	Permanently Restricted	Totals
\$ -	\$ 1,150,470	\$ 1,670,193	\$ 2,820,663
7,616,857	-	-	7,616,857
Board designated funds			
Total funds			
\$ 6,708,453	\$ 898,196	\$ 1,670,193	\$ 9,276,842
Investment return:			
106,805	19,266	-	126,071
Net appreciation (realized)			
819,599	252,274	-	1,071,873
and unrealized)			
926,404	271,540	-	1,197,944
Total investment return			
(18,000)	(19,266)	-	(37,266)
Appropriation of endowment assets for expenditure			
Net assets, beginning of year			
\$ 6,708,453	\$ 898,196	\$ 1,670,193	\$ 9,276,842
Investment return:			
106,805	19,266	-	126,071
Net appreciation (realized)			
819,599	252,274	-	1,071,873
and unrealized)			
926,404	271,540	-	1,197,944
Total investment return			
(18,000)	(19,266)	-	(37,266)
Appropriation of endowment assets for expenditure			
Net assets, end of year			
\$ 7,616,857	\$ 1,150,470	\$ 1,670,193	\$ 10,437,520
2012			
Unrestricted	Temporarily Restricted	Permanently Restricted	Totals
\$ -	\$ 898,196	\$ 1,670,193	\$ 2,568,389
6,708,453	-	-	6,708,453
Board designated funds			
Total funds			
\$ 6,708,453	\$ 898,196	\$ 1,670,193	\$ 9,276,842
Investment return:			
129,369	23,205	-	152,574
Net appreciation (realized)			
592,674	198,122	-	790,796
and unrealized)			
722,043	221,327	-	943,370
Total investment return			
(18,000)	(23,205)	-	(41,205)
Appropriation of endowment assets for expenditure			
Net assets, end of year			
\$ 6,708,453	\$ 898,196	\$ 1,670,193	\$ 9,276,842

Loomis House, Inc., Loomis Communities, Inc., and Loomis Senior Living, Inc.
 Notes to Consolidated Financial Statements
 Years Ended December 31, 2013 and 2012

14. NET ASSETS RELEASED FROM DONOR RESTRICTIONS

During the years ended December 31, 2013 and 2012, net assets were released from restrictions by incurring expenses satisfying the restricted purposes or by the occurrence of other events specified by donors.

The following is a summary of net assets released from restrictions during the years ended December 31:

	<u>2013</u>	<u>2012</u>
Barbara G. Sheldon Memorial Fund	\$ 19,266	\$ 23,205
Friendship Fund	31,556	38,961
Scholarship Fund	-	4,500
Vista Project Fund	-	71,320
Other Donations	<u>78,852</u>	<u>2,217</u>
	<u>\$ 129,674</u>	<u>\$ 140,203</u>

15. OPERATING LEASES

The Companies leased medical and office equipment under various operating leases expiring through February 2017. Rent expense for the equipment was \$20,484 and \$23,933 for the years ended December 31, 2013 and 2012, respectively.

On August 18, 2009, the Companies entered into a ground lease expiring through August 2084. Rent expense for the ground lease was \$40,133 for the years ended December 31, 2013 and 2012.

The following is a summary of future minimum lease commitments existing under these leases for the years ending December 31:

2014	\$ 58,325
2015	49,673
2016	45,698
2017	40,673
2018	40,133
Thereafter	<u>2,635,422</u>
	<u>\$ 2,869,924</u>

16. MEDICAL MALPRACTICE CLAIMS

The Companies purchase professional and general liability insurance to cover medical malpractice claims on an occurrence basis. There are no known claims or incidents that may result in the assertion of additional claims. In addition, management believes that claims for unknown incidents that may be asserted arising from services provided to residents are covered by insurance.

17. RETIREMENT PLAN

The Companies have a 403(b) retirement plan for all employees. Employer matching contributions are determined at the discretion of the Companies and are based on the employees' elected deferrals. Employer contributions for the year ended December 31, 2013 and 2012 were \$181,834 and \$182,605, respectively.

18. STATEMENT OF FUNCTIONAL EXPENSES

The functional classification of expenses for the Companies was as follows:

	2013	2012
Administrative and general	\$ 6,549,252	\$ 6,248,626
Program services	27,241,434	26,458,080
Total operating expenses	<u>33,790,686</u>	<u>32,706,706</u>
Philanthropy	132,534	108,257
	<u>\$ 33,923,220</u>	<u>\$ 32,814,963</u>

19. SUBSEQUENT EVENTS

The Companies have evaluated subsequent events through April 28, 2014, when the financial statements were issued.

EXHIBIT 15

EXCERPTS FROM AUDITED FINANCIAL STATEMENTS

2012 and 2011

Loomis House, Inc., Loomis Communities, Inc., and Loomis Senior Living, Inc.

Consolidated Statements of Operations
 Years Ended December 31, 2012 and 2011

	2012	2011
Unrestricted revenues:		
Resident services	\$ 16,436,282	\$ 16,616,320
Net patient service revenue - private	6,063,382	5,879,987
Net patient service revenue - publicly aided	5,955,701	6,171,563
Amortization of entrance fees	1,845,883	1,395,304
Other	1,207,750	916,235
Total unrestricted revenues	<u>31,508,998</u>	<u>30,979,409</u>
Expenses:		
Nursing services	6,933,305	6,962,861
General and administrative	6,248,626	5,886,933
Food services	5,417,007	5,431,392
Depreciation and amortization	3,397,126	3,317,941
Plant operations	3,554,396	3,844,840
Interest expense	1,617,605	1,618,354
Housekeeping	1,206,586	1,220,997
Assisted living	1,021,204	1,002,369
Recreation and restorative therapy	1,372,440	1,310,981
Security	523,841	520,265
Laundry	291,059	297,597
Transportation	222,971	232,513
Home care	740,475	804,905
Wellness	160,065	174,864
Total expenses	<u>32,706,706</u>	<u>32,626,812</u>
Operating loss	(1,197,708)	(1,647,403)
Unrestricted nonoperating gains (losses) and other support:		
Interest income	104,088	88,434
Income on investments	339,819	343,539
Net realized gains on investments	905,440	231,003
Other than temporarily impaired investment losses	(31,327)	(1,207,890)
Contributions	125,030	161,031
Grant income	-	5,000
Philanthropy expenses	(108,257)	(135,123)
Change in value of split-interest agreements	(22,477)	(19,942)
Loss on disposal of fixed assets	(131,030)	(19,655)
Net assets released from restrictions	140,203	80,171
Total unrestricted nonoperating gains (losses) and other support	<u>1,321,489</u>	<u>(473,432)</u>
Excess (deficit) of revenues over expenses and unrestricted nonoperating gains and other support	123,781	(2,120,835)
Other changes in unrestricted net assets:		
Unrealized gains on investments	522,611	333,696
Change in unrestricted net assets	\$ 646,392	\$ (1,787,139)

See notes to consolidated financial statements.

EXHIBIT 16

UNAUDITED FINANCIAL STATEMENTS

Quarter Ended 09/30/15

Loomis Village
Statement of Revenue & Expenses
For the Period Ending September 30, 2015

	Actual Month	Budget Month	Variance	Actual Year To Date	Budget Year To Date	Variance
Operating Revenue	508,672	508,798	(127)	4,604,831	4,579,185	25,646
Resident Service Fees	25,686	38,899	(13,213)	319,382	350,094	(30,712)
Entrance Fee Amortization	19,562	29,183	(9,621)	180,949	262,646	(81,697)
Home Care	3,883	4,617	(735)	42,659	41,555	1,105
Guest Meals	1,546	1,438	108	13,041	12,938	103
Transportation	1,281	1,450	(169)	11,074	13,050	(1,976)
Guest Rooms	800	1,358	(558)	11,739	12,220	(481)
Village Store	199	261	(61)	2,238	2,347	(110)
Other Resident Services	3,150	2,917	233	28,553	26,252	2,301
Rental Income	1,225	1,250	(25)	11,025	11,250	(225)
Wait List Income	129	33	95	529	300	229
Internal Move Fee	0	0	0	10,710	0	10,710
Total Operating Revenue	566,131	590,204	(24,073)	5,236,730	5,311,837	(75,108)
Operating Expense	91,114	94,202	3,087	860,443	869,188	8,745
Administrative	90,758	100,906	10,148	912,099	910,678	(1,421)
Property & Related	115,944	115,730	(214)	1,043,774	1,041,571	(2,203)
Security	15,011	15,394	383	138,603	139,050	448
Maintenance	53,394	58,661	5,266	468,812	530,373	61,561
Housekeeping	33,180	26,925	(6,255)	236,633	245,413	8,780
Laundry & Linen	1,035	1,374	339	11,155	12,362	1,206
Food Service	114,430	117,543	3,113	1,019,411	995,864	(23,547)
Resident Health Services	6,553	6,432	121	57,637	58,786	1,149
Assisted Living	32,999	32,475	(524)	323,213	296,533	(26,680)
Home Care	11,752	22,558	10,806	118,102	205,856	87,755
Nursing Center Care	5,610	5,219	(391)	50,175	47,495	(2,680)
Professional Services	259	270	11	2,331	2,428	97
Recreation Services	3,680	6,462	2,782	53,829	58,653	4,824
Resident Services	4,610	4,705	95	42,074	42,939	865
Village Store	(64)	245	309	2,045	2,205	160
Transportation	3,198	4,614	1,416	35,663	41,905	6,242
Total Operating Expense	583,464	613,715	30,251	5,375,997	5,501,299	125,303
Net Excess Operating Revenue (Expense)	(17,332)	(23,510)	6,178	(139,267)	(189,462)	50,195
Non-operating Revenue & Expense	4,446	950	3,496	10,969	8,553	2,416
Interest and Dividend Income	0	1,125	(1,125)	4,744	10,125	(5,381)
Allocated Donations	1,250	1,218	32	11,727	10,962	765
Unrestricted Donations	2,050	0	2,050	2,350	0	2,350
Restricted Donations	750	0	750	23,296	0	23,296
Unrealized Gains/Losses on Investments	(23,945)	0	(23,945)	(60,066)	0	(60,066)
Realized Gains & Losses on Investments	3,716	0	3,716	3,748	0	3,748
Investment Fees	0	(638)	638	(6,100)	(5,742)	(358)
Total Non-operating Revenue & Expense	(11,733)	2,655	(14,388)	(9,332)	23,898	(33,229)
Net Revenue (Expense)	(29,065)	(20,855)	(8,210)	(148,599)	(165,564)	16,966

Applewood At Amherst
Statement of Revenue & Expenses
For the Period Ending September 30, 2015

	Actual Month	Budget Month	Variance	Actual Year To Date	Budget Year To Date	Variance
Operating Revenue						
Resident Service Fees	327,816	328,567	(751)	2,992,142	2,957,105	35,037
Entrance Fee Amortization	56,652	30,390	26,262	315,217	273,514	41,703
Nursing Home Revenue	(10,667)	11,670	(22,337)	82,754	105,026	(22,272)
Home Care	14,080	24,054	(9,975)	182,884	216,488	(33,604)
Administrative Fees	6,870	6,870	0	62,135	61,830	305
Long Term Care Insurance	1,181	2,330	(1,149)	19,488	20,974	(1,486)
Guest Meals	643	908	(264)	3,349	8,168	(4,819)
Employee Meals	203	226	(23)	1,663	2,030	(366)
Transportation	364	378	(13)	3,657	3,398	260
Guest Room	1,308	1,376	(68)	14,442	12,380	2,063
Other Resident Services	2,153	1,574	579	12,222	14,168	(1,946)
Country Store	2,667	2,635	32	23,232	23,715	(483)
Contract Service Income	0	0	0	30	0	30
Wait List Income	0	100	(100)	1,000	900	100
Total Operating Revenue	403,270	411,077	(7,807)	3,714,214	3,699,694	14,520
Operating Expense						
Administrative	76,226	79,575	3,349	713,553	734,772	21,220
Property & Related	63,686	56,770	(6,916)	606,393	552,179	(54,214)
Depreciation & Amortization	71,807	71,517	(290)	658,254	643,652	(14,602)
Security & Reception	13,413	12,864	(549)	115,896	117,310	1,414
Maintenance	27,449	27,430	(18)	241,218	248,514	7,296
Housekeeping	21,581	21,306	(275)	188,028	194,140	6,112
Laundry & Linen	998	989	(9)	9,589	8,904	(684)
Food Service	77,696	69,656	(8,040)	609,191	582,575	(26,616)
Health Services	7,380	8,082	703	78,406	73,773	(4,633)
Assistance with Living	20,524	23,210	2,686	183,090	211,791	28,700
Nursing Care	20,170	24,858	4,688	207,741	223,986	16,245
Professional Services	172	180	8	1,548	1,620	72
Long term Care Insurance	929	2,330	1,402	19,557	20,974	1,417
Recreation Services	4,061	3,862	(200)	33,372	35,054	1,682
Resident Services	2,319	2,295	(23)	20,750	20,955	204
Country Store	4,186	3,610	(576)	36,759	32,706	(4,053)
Transportation	3,878	3,436	(441)	31,423	31,217	(206)
Total Operating Expense	416,473	411,971	(4,502)	3,754,768	3,734,122	(20,646)
Net Excess Operating Revenue (Expense)	(13,203)	(894)	(12,309)	(40,554)	(34,428)	(6,126)
Non-operating Revenue & Expense						
Interest Income	1,676	8	1,668	5,230	75	5,155
Dividend Income	0	1,000	(1,000)	3,593	9,000	(5,407)
Donations	0	0	0	19,625	0	19,625
Allocated Donations	1,250	1,948	(698)	11,727	17,532	(5,805)
Unrealized Gains/Losses on Investments	(13,903)	0	(13,903)	(31,023)	0	(31,023)
Realized Gains & Losses On Investments	2,724	0	2,724	2,734	0	2,734
Investment Fees	0	(609)	609	(3,827)	(5,478)	1,651
Total Non-operating Revenue & Expense	(8,253)	2,348	(10,601)	8,060	21,129	(13,069)
Net Revenue (Expense)	(21,456)	1,453	(22,909)	(32,494)	(13,299)	(19,196)

Loomis House Retirement Community
 Statement of Revenue & Expenses
 For the Period Ending September 30, 2015

	Actual	Budget	Variance	Actual	Budget	Variance
	Month	Month		Year To Date	Year To Date	
Operating Revenue	172,523	192,166	(19,643)	1,688,142	1,729,498	(41,357)
Resident Service Fees	5,476	7,223	(1,747)	79,809	65,011	14,798
Entrance Fee Amortization	(7,716)	0	(7,716)	(24,116)	0	(24,116)
Resident Subsidy	9,043	13,815	(4,772)	98,055	124,335	(26,280)
Home Care	697	736	(40)	6,282	6,624	(342)
Guest Meals	1,426	1,550	(125)	12,428	13,950	(1,522)
Employee Meals	0	370	(370)	640	3,330	(2,690)
Guest Room	751	640	111	9,323	5,760	3,563
Other Resident Services	4,288	4,288	(0)	38,593	38,593	(0)
Total Operating Revenue	186,487	220,789	(34,302)	1,909,156	1,987,101	(77,945)
Operating Expense	50,312	50,220	(92)	443,645	462,816	(19,171)
Administrative	19,938	19,295	(642)	166,218	183,404	(17,186)
Property & Related	22,963	22,023	(939)	207,341	198,209	(9,132)
Depreciation & Amortization	7,755	8,214	(460)	74,324	74,356	(32)
Maintenance	22,491	24,040	(1,548)	209,410	216,852	(7,442)
Housekeeping	6,308	6,308	0	56,772	56,772	0
Laundry & Linen	259	309	(50)	3,085	2,783	(302)
Food Service	52,117	55,900	(3,783)	464,771	467,079	(2,308)
Resident Health Services	5,571	5,776	(205)	53,179	52,563	(616)
Assisted Living	14,595	15,085	(490)	136,570	137,851	(1,281)
Home Care	11,253	11,608	(355)	108,401	105,953	(2,448)
Nursing Center Care	16,110	5,610	(10,500)	62,970	51,047	(11,923)
Professional Services	129	134	(5)	1,161	1,209	(48)
Recreation Services	4,638	5,295	(657)	42,529	48,115	(5,586)
Resident Services	5,007	4,979	(28)	45,719	45,309	(410)
Transportation	4,125	4,793	(667)	44,679	43,746	(932)
Total Operating Expense	243,570	239,589	(3,982)	2,120,775	2,148,064	(27,289)
Net Excess Operating Revenue (Expense)	(57,083)	(18,800)	(38,283)	(211,619)	(160,963)	(50,656)
Non-operating Revenue & Expense	37,655	1,788	35,867	202,093	16,092	186,001
Interest Income	1,250	680	570	11,727	6,120	5,607
Allocated Donations	375	0	375	2,505	0	2,505
Unrealized Gains/Losses on Investments	(503,424)	0	(503,424)	(1,017,433)	0	(1,017,433)
Realized Gains & Losses On Investments	12,456	0	12,456	13,969	0	13,969
Change in Value of Trust	0	0	0	0	0	0
Dividends	11	18,695	(18,684)	6,361	168,255	(161,894)
Income from Beneficiary Truste	0	0	0	0	0	0
Investment Fees	0	(5,317)	5,317	(41,228)	(47,850)	6,623
Total Non-operating Revenue & Expense	(451,677)	15,846	(467,524)	(794,663)	142,617	(937,280)
Net Revenue (Expense)	(508,760)	(2,953)	(505,807)	(1,006,282)	(18,346)	(987,936)



LOOMIS VILLAGE
ASSISTED LIVING RESIDENCE
DISCLOSURE

Loomis Village
20 Bayon Drive
South Hadley, MA 01075
(413) 532-5325

www.LoomisCommunities.org

**LOOMIS VILLAGE ASSISTED LIVING
DISCLOSURE OF RIGHTS AND SERVICES**

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LOOMIS VILLAGE ASSISTED LIVING DISCLOSURE STATEMENT

This disclosure statement describes, as of the date of this statement, the Loomis Village Assisted Living program, its services and fees, staffing levels, physical environment and termination rights. This statement is provided to you in accordance with 651 CMR 12.08 (3).

Residence Information

Loomis Village is a continuing care retirement community located at 10 and 20 Bayon Drive, South Hadley, MA 01075. Loomis Village has 134 independent living apartments and 25 assisted living apartments. Twenty-one of the 25 assisted living apartments are certified.

Residence Administrator/Contact Name:	Patrick Laskey
Phone number:	(413)532-5325, Ext. 5164
Residence address:	10 Bayon Drive South Hadley, MA 01075

Residence size:	25 apartments Studios 18 One Bedroom 7
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Explanation of Physical Design Features of Residence

The assisted living section of Loomis Village has two floors. The second floor has 12 units and the third floor has 13 units. The second floor includes a laundry room, sun porch, patio area, and living room for residents' use. The third floor has a laundry room, country kitchen, and living room for residents' use. The residence has a large fitness room, indoor swimming pool, arts and crafts room, main dining room, casual dining room, library, and auditorium.

Loomis Village assisted living provides single or double apartments with lockable doors on the entry door of each apartment. Each apartment has a private bathroom equipped with one lavatory, one toilet and one bathtub or shower stall.

Each apartment provides either a kitchenette or access to cooking capacity for all residents. Apartments are equipped with emergency pull cords in the bathrooms and the bedrooms for the purpose of summoning staff. Loomis Village is a smoke-free facility. Loomis Village is not a locked facility. Loomis Village has a central station automatic fire alarm system and automatic sprinklers.

(1)

Resident Rights. Every Resident of an Assisted Living Residence shall have the right to:

a) Live in a decent, safe, and habitable residential living environment;

b) Be treated with consideration and respect and with due recognition of personal dignity, individuality, and the need for privacy;

c) Privacy within the Resident's Unit subject to rules of the Assisted Living Residence reasonably designed to promote the health, safety and welfare of Residents;

d) Retain and use his or her own personal property, space permitting, in the Resident's living area so as to maintain individuality and personal dignity;

e) Private communications, including receiving and sending unopened correspondence, access to a telephone, and visiting with any person of her or his choice;

f) Freedom to participate in and benefit from community services and activities and to achieve the highest possible level of independence, autonomy, and interaction within the community;

g) Directly engage or contract with licensed or certified health care providers to obtain necessary health care services in the Resident's Unit or in such other space in the Assisted Living Residence as may be available to Residents to the same extent available to persons residing in their own homes, and with other necessary care and service providers, including, but not limited to, the pharmacy of the Resident's choice subject to reasonable requirements of the Residence. The Resident may select a medication packaging system within reasonable limits set by the Assisted Living Residence. Any Assisted Living Residence policy statement that sets limits on medication packaging systems must first be approved by EOEAs;

h) Manage his or her own financial affairs, unless the Resident has a Legal Guardian or other court-appointed representative with the authority to manage the Resident's financial affairs;

i) Exercise civil and religious liberties;

RESIDENT RIGHTS

(from Executive Office of Elder Affairs)

651 CMR 12:08 Resident Rights and Required Disclosures

- j) Present grievances and recommended changes in policies, procedures, and services to the Sponsor, Manager or staff of the Assisted Living Residence, government officials, or any other person without restraint, interference, coercion, discrimination, or reprisal. This right includes access to representatives of the Assisted Living Ombudsman program established under M.G.L.c. 19D, § 7, the Elder Protective Services program established under M.G.L.c. 19A, §§ 14 through 26 and the Disabled Persons Protection Commission (DPPC) established under M.G.L.c. 19C, *et seq.*;
- k) Upon request, obtain from the Assisted Living Residence, the name of the Service Coordinator or any other persons responsible for his or her care or the coordination of his or her care;
- l) Confidentiality of all records and communications to the extent provided by law;
- m) Have all reasonable requests responded to promptly and adequately within the capacity of the Assisted Living Residence;
- n) Upon request, obtain an explanation as to the relationship, if any, of the Residence to any health care facility or educational institution to the extent the relationship relates to his or her care or treatment;
- o) Obtain from a person designated by the Residence a copy of any rules or regulations of the Residence which apply to his or her conduct as a Resident;
- p) Privacy during medical treatment or other rendering of services within the capacity of the Assisted Living Residence;
- q) Informed consent to the extent provided by law;
- r) Not be evicted from the Assisted Living Residence except in accordance with the provisions of landlord/tenant law as established by M.C.L. c.186 or M.G.L. c. 239 including, but not limited to, an eviction notice and utilization of such court proceedings as are required by law;
- s) Be free from Restraints;
- t) Receive an itemized bill for fees, charges, expenses and other assessments for the provision of Resident services, Personal Care Services, and optional services;
- u) Have a written notice of the Residents' Rights published in typeface no smaller than 14 point type posted in a prominent place or places in the Assisted Living Residence where it can be easily seen by all Residents. This notice shall include

Elder Abuse Hotline
1 - (800) 922-2275 (Voice / TTY)

Executive Office of Elder Affairs
1 Ashburton Place (5th Floor)
Boston, MA 02108
(617) 727-7750
1 - (800) AGE - INFO
1 - (800-243-4636)
1 - (800) 872-0166 (TTY)

Assisted Living Ombudsman Program

the address, and telephone number of the EOEA Assisted Living Ombudsman Program, and the telephone number of the Elder Abuse hotline (See below); and
v) Be informed in writing by the Sponsor of the Assisted Living Residence of the community resources available to assist the Resident in the event of an eviction procedure against him or her. Such information shall include the name, address and telephone number of the Assisted Living Ombudsman Program.

SELF-ADMINISTERED MEDICATION MANAGEMENT PROGRAM (SAMM)

POLICY

Residents will be assessed for participation in the SAMM program utilizing the SAMM Assessment Form. *The SAMM Assessment Form is part of the Admission Health Assessment and the Service Plan Review forms. These are stored in the Resident Record. The SAMM Assessment Form can also be used independently and will then be placed in the Resident Record.*

Resident Assistant staff may cue medications but are prohibited from dispensing medications. A Resident Assistant may also provide SAMM services from a family or resident filled medication cassette.

Routinely taken oral medications will be cued from a pharmacy filled medi-cassette labeled in compliance with Massachusetts Board of Pharmacy Policy # 98-011 OR Residents may elect to designate another person (non Loomis Employee) to prefill their medications. In this case the resident and the person designated to fill the cassette are required to sign a Disclosure of Risk and Resident Consent letter.

PRN medications in tablet and capsule forms will be cued from pharmacy sealed blister packs and will be clearly labeled for dose, frequency and reason for administration. Where the pharmacy is not pre-filling PRN medications, PRN medications may be cued from multiple dose containers by opening the container for the resident.

The Resident Assistant assigned to cue medications is responsible for documenting each time resident medications are cued, and following the resident's Medication List provided on the back of the cassettes pre-filled by the pharmacy. Or the medication list provided by the family.

Pharmacy staff or the person designated by the resident to prefill medications will assume responsibility for appropriate prescription documentation from the physician as well as for the accuracy of the packaging of all medications provided to residents.

Pharmacy staff or the person designated to prefill medications is responsible for providing new medi-cassettes to accommodate changes in medication regime. Staff will not add or remove medications from pre-filled medi-cassettes.

All medications shall be stored in the resident's medication box or refrigerator inside the resident's apartment. There will be NO central storage of medications in accordance with 651CMR 12.02.

PURPOSE

To define parameters for staff to follow when coordinating and cueing medications under the Self-Administered Medication Management (SAMM) Program

PROCEDURE

1. The Resident or the Resident's designee will arrange for the selected pharmacy to receive:
 - a copy of the resident's insurance cards/information;
 - the name and address of the party responsible for payment;
 - the Residents address;
 - the Resident's date of birth.

- filled out by the person questioning a possible error or discrepancy. All event reports will be the Health Services Director and/or to the Facility Administrator. An Event Report will be
- e. Report any inconsistencies in documentation immediately to the Assisted Living Director;
 - d. Document observations on the Medication Reminder Form as defined below;
 - c. Observe the resident while they take the medication and
 - b. Check the package to ensure that the name on the package is that of the resident; and
 - a. Remind the resident to take the medication; and
7. Resident Assistants receive a Daily Assignment Sheet that indicates the times when medications are to be cued. When performing Self Administered Medication Management the Resident Assistant is responsible to:
- Residents who designate another individual to pre-fill medications are responsible to order and pick up all medications needed.
6. If a physician makes a change in a Resident's medication they should either fax or call the Resident's pharmacy with the change. When the pharmacy receives a new order from the physician, the pharmacist will fax a copy of the new order to the Assisted Living Director or the Health Services Director(IL). In either case the pharmacy will provide a revised medi-cassette and/or other prescribed medications directly to the resident within twenty-four hours of the change.
 5. At the time that the Resident Assistant checks the pre-filled cassette, the SAMM documentation will be reviewed to ensure consistency and accuracy. If there are any issues noted, they will be reported immediately to the Assisted Living Director or the Health Services Director (IL).
 4. The Resident Assistant will be responsible to check the locked box for all residents who receive pre-filled cassettes from the pharmacy each Monday and report reorder needs for PRN and other prepackaged topical, drop and inhaler medications to the pharmacy in list form. During this time the Resident Assistant will review the Medication Reminder Form and the Weekly Flow Sheet to review the documentation for accuracy and consistency.
 3. Each week routine prescription deliveries will be made on a day agreed upon between the pharmacy and the facility. The pharmacy delivery person will be escorted to the resident's room where they will pick up the empty cassette and place the pre-filled cassette in the locked medication box and will place the medications directly into the resident's locked box. The pharmacy delivery person and the escort will verify that the name on the cassette matches the name of the resident.
 2. The pharmacy will fill all prescriptions as ordered and deliver prefilled medi-cassettes on a weekly basis for all routinely taken oral medications. PRNs will be supplied in blister packs in 30 dose format and topical medications and patches, oral suspension, drop and inhaler medications in their original containers. In the case of blister-packed PRN medications and prescribed over-the-counter medications packaged in bottles Resident Assistant staff are allowed to punch out medications into the resident's hand and/or open bottles to assist the resident.

followed-up by the Director of Assisted Living or Health Service Director and be reviewed as a part of the CQI process.

8. If requested by the resident, the individual performing SAMM may open prepackaged medication and/or open containers/bottles. This means the appropriate staff person may "punch" medication out of a unit and/or multi-dose package. The individual performing SAMM may also read the name of the medication and directions to the resident and respond to any questions the resident may have regarding the directions on the label. If a resident requires assistance with any type of medication that needs to be poured and/or measured, this action would be considered "dosing," and is not permitted under SAMM guidelines.

9. Topical medications and patches will be **cued** as follows:

Topical Medications:

1. The Resident Assistant will read the package (name of medication and directions for use) to the resident.
2. Observe the following proper application procedures:
 - a. Medicated Lotions: resident must place lotion on gauze or cotton ball and lotion patted on the area using hand over hand technique.
 - b. Any creams or lotions that contain medication in them such as Gold Bond Medicated, Vitamin A&D or the like require hand over hand technique
 - c. Plain moisturizing creams do not require hand over hand technique
 - d. When the location of application is in a hard to reach place, the RA staff will assist the resident to acquire adapted equipment to assist them with the application process.
3. Document on the Medication Reminder Form according to SAMM procedures.
4. No personal care worker is allowed to measure out creams or liquid medication for the Resident.

Patches

1. Read the package (name of medication and direction for use) to the resident
2. Open the Package. The Resident Assistant may remove the protective covering over the medication if the resident is unable to do so. The RA may also place the date on the patch.
3. Assure that the previous date patch has been removed.
4. Place the patch in the resident's hand. (Be sure to ask the resident which spot he/she intends to place the patch). Assist the resident with your hand under theirs to place the patch on the chosen site.
5. Document the site on the Medication Reminder Forms according to SAMM procedures.

Eye Drops/ Ear Drops

1. Read the package (name of medication and direction for use) to the resident.
2. Unscrew the top of the container
3. As needed, assist the resident to utilize any adaptive equipment to stabilize the dropper
4. The RA will provide hand over hand assistance as necessary to steady the resident's hand.
5. The resident will squeeze the dropper
6. Document on the Medication Reminder Form according to SAMM

10. Cued medications (routine and PRN) are documented on the Medication Reminder Form (see attached). The Medication Reminder Form is issued monthly and kept in the resident's locked box. Once completed, the Medication Reminder Form is returned to the Senior Resident Assistant for review and is filed in the Resident's Health and Wellness File.

11. If a resident refuses a scheduled dose of any medication, the Resident Assistant will document the refusal on the Medication Reminder Form and report the refusal to the Assisted Living Director and/or the Health Services Director. If the resident is not home at the time medication is to be cued, the Resident Assistant will document "NH" on the Medication Reminder Form. Other acceptable abbreviations are:
- MDA – resident at Dr. Appointment
 - NS – Not Scheduled
 - NH – Not Home
 - R – Refusal
 - MNA – Medication not available
12. If a resident requests a PRN dosage of any medication, the resident assistant will check to assure the request matches the pharmacy label on the appropriate blister pack and cue the resident. The dose taken is documented on the Medication Reminder Form and in the communication log.
13. **Class II and Class I Controlled Substances** that are scheduled on a routine basis will be set-up in the cassettes or blister packs (depending which system the facility has chosen to use) by the Pharmacy and cued by the Resident Assistant at the correct time for residents on SAMM.
- A Class II and Class I Controlled Substance that cannot be set-up in a cassette due to its route of administration, PRN or "Comfort Care Pack from Hospice" will follow the following protocol. A separate medication box with a key designated to that box only will be issued for that resident and labeled accordingly.
 - The Resident Assistant and pharmacy representative will verify the count of the blister pack when delivered.
 - The Resident Assistant will make a notation of the amount received on the medication reminder sheet in the "narcotic box". The Resident Assistant and pharmacy representative will both sign the sheet.
 - The Resident Assistant assigned to the resident will be the only one with access to the Medication Box via the separate key.
 - When a medication is taken from the box it will be signed out per our SAMM protocol.
 - At shift change it will be the responsibility of the Resident Assistant coming on duty to verify that the count is correct. If it is not, then an Event Report will be completed according to our SAMM Protocol.
 - For residents on Hospice it will be the responsibility of the Hospice Nurse to chart and track their own use of Class II and Class I controlled substances from the comfort care pack, unless the resident can ask for their own PRN medication, then the Resident Assistant can assist them in cueing the medication according to the SAMM protocol.
 - Residents who are independent with their own medications, will be offered a locked box to keep their own Class II and Class I controlled substances and will have possession of the key to their box.
14. Any discrepancies noted will be reported to the Assisted Living Director or the Health Service Director accordingly. An event report will also be made out according to our protocol by the person questioning a possible error/discrepancy. All event report follow-ups will be the responsibility of the Assisted Living Director or Health Service Director.

RESTRAINTS

POLICY:

Every resident has the right to be free from restraints in the assisted living residence, and any bed rail or bar that runs partially or fully along one or both sides of a resident's bed that functions as a restraint is not permitted in the assisted living residence. As part of the initial disclosure of rights and services, all residents shall be provided with information explaining the risks associated with using a bed rail. Information about alternatives to bed rails shall also be shared with the resident during the initial disclosure of rights and services.

DEFINITIONS

Restraints – Any action taken by the Assisted Living Residence for the purpose of punishing or penalizing a Resident, or to control or to manage a Residence behavior with lesser effort by the Assisted Living Residence that is not in the Resident's best interest by means of:

- a. Manual method or physical or mechanical device, material, or equipment attached or adjacent to the Resident's body that the individual cannot remove easily which restricts Resident's freedom of movement or normal access to his or her body;
- b. Any drug not required to treat medical symptoms and not requested by the Resident.

PURPOSE:

The purposes of this policy are:

1. To affirm the right of all assisted living residents to be free from restraint.
2. To mitigate the risk of entrapment in the use of a bed rail.
3. To assure that residents who use a bed rail or positioning bar for purposes other than as a restraint, i.e., for independence in positioning, are properly assessed for appropriateness and ability.

PROCEDURES:

1. The Marketing Department will provide the updated Assisted Living Residence Disclosure which includes information about bed rail risks to all prospective Assisted Living residents prior to contracting with or accepting payments or deposits for residency. The following statements will be communicated to the prospective resident in the Disclosure: "Bed rails have been found in some cases to increase the incidence of falls or head trauma due to falls and other accidents such as strangulation and entrapment." (Commonwealth of Mass. Circular Letter: EOE 13-1)
2. As part of the initial assessment, the AL Director will gather the prospective resident's history of using or requiring bed rails or positioning bars to assist with transfers and repositioning.
3. If the prospective resident uses a bed rail or positioning bar in their current living situation or otherwise indicates a need to use such a device, the AL Director will obtain a clinical assessment by a physical therapist or occupational therapist to assure the prospective resident's ability to navigate independently around the rail or bar and safely get in and out of bed. The assessment will be retained as part of the prospective resident's clinical file.
4. An updated bed rail assessment will be included with each resident service plan update, either every 6 months or after the resident experiences a significant change in his/her circumstances.

A Resident who wishes to address an issue or concern is encouraged to do so informally by making the issue known to the Assisted Living Director, Resident Services Director, or Administrator. Loomis Village is committed to assure that its residents are satisfied with their lives in the community, and every effort will be made to resolve the issue or concern in a mutually satisfactory manner.

Should a Resident wish to express a grievance, or to argue an action taken against him or her by Loomis Village, said Resident may follow a formal procedure as described below. If Resident is unable to communicate the grievance, it may be submitted by an agent authorized to act on his or her behalf. The Resident may contact the Assisted Living Ombudsman at 1-800-243-4636 at any time in this process.

1. Contact the facility Administrator.
2. Complete a written statement which describes as fully as possible the nature of the concern and the outcome desired.
3. Administrator will work with the Resident and other staff, residents, family and professionals who are involved, as appropriate, to resolve the grievance in a manner satisfactory to the Resident. A resolution will be achieved within 10 days of receipt of the written statement.

4. At any time in the process if the Resident is not satisfied with the resolution, he or she may submit the written grievance to the Chief Executive Officer of The Loomis Communities or to

Executive Office of Elder Affairs
Assisted Living Ombudsman Program
One Ashburton Place, 5th Floor
Boston, MA 02108
1-800-AGE-INFO (1-800-243-4636)
1-617-727-7750
TDD/TTY: 1-800-872-0166

5. The Chief Executive Officer will appoint a committee composed of: two staff members of Loomis Village, one of whom is the Administrator, one member of the Board of Directors, and another Resident, chosen by the Resident submitting the grievance. If the Resident is not deemed competent to choose a representative, the Administrator will appoint a designated person. In the event that the matter relates to health care issues, the Resident's attending physician, or the Medical Director if

the attending physician is unable to serve, will also become a member of the committee.

6. The Committee will review all relevant information regarding the Resident's grievance and will reach a resolution by a majority ruling. The Chief Executive Officer will vote only in the case of a tie.
7. The decision of the Committee is final and binding upon Loomis Village and the Resident.
8. Failure by the Resident to accept the decision of the Committee shall constitute a voluntary termination of the Residence Agreement.

Loomis Communities
NEGOTIATED RISK AGREEMENTS

Purpose:

To maximize residents' right to direct their own lives and care to the extent possible within the bounds of regulations applicable to assisted living and community policies, practices and rules.

To maximize resident autonomy, independence and choice.

Policy:

Residents are asked to sign a Negotiated Risk Agreement whenever there is a real or potential risk generated by residents' preferences, actions, or choices.

Definition:

A Negotiated Risk Agreement is a written agreement between two parties- the community and the resident and/or the resident's family or legal representative- which documents the parties' discussions and agreements regarding the resident's preferences and how they will be accommodated by the community.

Procedure:

1. All staff are responsible to identify and report (using the Event Report), behaviors, actions and/or statements which indicate that a resident's wishes fall outside normal policy, practice and/or rules.
2. The Health Services Director reviews all event reports and will identify potential "risk" situations and consult with other supervisory and administrative staff to identify which staff member is most appropriate to follow-up with the resident.
3. The staff member identified will meet with the resident to determine if the resident's actions, behaviors or choices represent an actual situation requiring the execution of a Negotiated Risk Agreement (See attached form). During this meeting, a discussion will occur with the resident about the potential risk of the behavior, action or choice to the resident or to others in the community. A discussion of alternatives to the resident's expressed preferences which may be acceptable to the resident will also be discussed.

4. Once a risk requiring this written agreement is confirmed, the Health Services Director or designee will prepare a Negotiated Risk Agreement and arrange for a follow-up meeting with the resident and/or the resident's family or legal representative.
5. The resident and or the resident's family member or legal representative will be asked to sign the Negotiated Risk Agreement. Compliance with the agreement will be monitored by reviewing Event Reports and at the resident's regularly scheduled Service Plan follow-up meetings.

Loomis Communities
GUIDELINES FOR APPROPRIATE RESIDENT CONDUCT

Residents are expected to conduct themselves in a manner of mutual respect.

Guests: Overnight guests are welcome subject to the terms and conditions established by Loomis Village. Overnight guests are expected to follow all rules, policies and procedures of Loomis Village, and Loomis Village has the authority to limit or terminate the visit of any guest who violates the rules.

Privacy: Loomis Village respects the privacy of Residents, but reserves the right to enter a unit whenever deemed necessary to carry out the purposes and intent of this Agreement, including maintenance, routine housekeeping, providing Resident evaluations, meetings, and upon termination of this Agreement. Loomis Village will provide reasonable notice, such as knocking, prior to entering an apartment.

Pets: Pets are allowed in assisted living units in accordance with the established pet policy of the community. Loomis Village shall require the removal of a pet if the policy is violated.

Smoking: There is no smoking allowed in any of the common areas, individual apartments or assisted living units.

Business Operations: No Resident may operate a business out of a unit without written permission of Loomis Village and in accordance with land use laws.

Observance of Policies, Rules, and Regulations: Resident agrees to abide by all Policies, Rules, and Regulations established by Loomis Village and amended from time to time, for the safety, comfort, and convenience of all Residents. A copy of the Resident Handbook, which contains existing Policies, Rules, and Regulations, has been provided.

The Unit shall at all times be maintained in a clean condition.

No use of the Community is permitted that interfere with the rights, comfort, safety or enjoyment of other occupants of any other unit.

Loomis Communities

GUIDELINES FOR APPROPRIATE EMPLOYEE AND MANAGEMENT CONDUCT

As an integral member of the Loomis team, you are expected to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and exhibit a high degree of personal integrity at all times. This not only involves sincere respect for the rights and feelings for others, but also demands that both in your business and personal life you refrain from any behavior that might be harmful to you, your co-workers, and/or Loomis, or that might be viewed unfavorably by current or potential residents or by the public at large. Whether you are on duty or off, your conduct reflects on Loomis. Consequently, you are encouraged to observe the highest standards of professionalism at all times.

Types of behavior and conduct that Loomis considers inappropriate and warranting of corrective action include, but are not limited to, the following:

- Falsifying employment or other Loomis records, this includes employment applications, official time cards or the punching of another employee's time card, etc. AND providing false or misleading statements and/or information to Loomis including during any employer conducted investigation.
- Violating the Loomis non-discrimination, harassment and/or sexual harassment policies.
- Violating the Loomis Employee/Resident Relations policy.
- Excessive absenteeism or tardiness - see the specific section outlining Loomis' Corrective Discipline for Absenteeism and Tardiness.
- Excessive, unnecessary, or unauthorized use of company supplies or equipment, particularly for personal purposes.
- Reporting to work intoxicated, or under the influence of non-prescribed drugs, and illegal manufacture, possession, use, sale, distribution, or transportation of drugs.
- Bringing, having consumed, or using alcoholic beverages on Loomis property or using alcoholic beverages while engaged in Loomis business off Loomis premises, except where authorized.
- Fighting or using obscene, abusive, or threatening language or gestures.
- Theft, or attempted theft of property from co-workers, residents, or Loomis.
- Unauthorized possession of firearms on Loomis premises or while conducting Loomis business.

- Acts or threats of violence against employees, residents or visitors on Loomis property at any time.
 - Disregarding safety or security regulations.
 - Insubordination, or displaying an insubordinate attitude.
 - Failing to maintain the confidentiality of Loomis, resident, or co-worker information.
 - Failure to report to work on the date of expected return from an approved leave of absence.
 - Misrepresentation, falsification, alteration of, or failure to provide any employer-requested medical documentation to either maintain, modify, limit or otherwise alter the continued employment of the employee.
 - Failure to notify the employer of an intended absence or tardiness.
 - Poor job performance.
 - Leaving the premises or workstation during working hours without the approval of your supervisor.
 - Willful neglect of job duties.
 - Restriction or interfering with the performance of other employees' jobs.
 - Any other conduct, which is detrimental to the operation of Loomis, or which shows a disregard for the interests of Loomis, its employees or residents.
- Should your performance, work habits, overall attitude, conduct or demeanor become unsatisfactory in the judgment of Loomis, based on violations either of the above-mentioned or of any other Loomis' policies, rules, or regulations, you will be subject to corrective action, up to and including termination.

Loomis Communities

GENERAL SERVICES PROVIDED TO RESIDENTS / LIMITATIONS OF SERVICES

1. 24-hour emergency response.
2. Maintenance and repair of all buildings, equipment, and appliances owned by Loomis Village.
3. Grounds keeping, including lawn and garden care, leaf and snow removal.
4. Periodic exterior window washing.
5. Carpet cleaning as deemed necessary by Administration.
6. Scheduled activity program.
7. Tray service during a short term illness as ordered by the Program Director.
8. Weekly housekeeping, including vacuuming, dusting, bathroom cleaning, kitchenette cleaning (for two-room units), changing of bed linen, and laundering of bed linens and towels provided by Loomis Village.
9. On-site staff 24 hours/day.
10. Van transportation to scheduled medical appointments. Planned transportation to designated local shopping areas, banks, and activities planned by Loomis Village Activities.
11. Surface parking for one resident car per unit.
12. Three meals daily.
13. Personal care assistance up to one hour per 24 hour period, including: assistance with bathing, dressing, grooming and other activities of daily living; and self-administered medication assistance.
14. Other services as described in Resident Handbook, distributed to each Resident on Actual Occupancy Date.

ADDITIONAL SERVICES FOR ADDITIONAL FEES

1. Personal laundry services.
2. Escort/companion services to doctor's appointment.
3. Extra bed linen changing; extra linens or towels.
4. Other additional services listed in Fees for Additional Services, Exhibit 3.

LIMITATIONS OF SERVICES

1. Staff does not perform any procedure which is specifically prohibited in the laws, regulations, codes and professional practice acts of the Commonwealth of Massachusetts.
2. Individuals with a known current history of violent behavior towards self or others are not considered appropriate for admission.
3. Management of wandering behavior is not provided.
4. The use of physical and /or chemical restraint will not occur.
5. Activity of Daily Living requiring a two-person assistance are not provided.
6. Assistance with feeding is not provided.

- 7.
- 8.
- 9.
- 10.
- 11.

Residents who knowingly and willfully are noncompliant with their service plan when such noncompliance is not the result of economic constraints may be discharged.

Residents who knowingly and willfully are noncompliant with their service plan when such noncompliance threatens the health or safety of personnel, or other residents or jeopardizes staff to the allegation of negligence or malpractice, may be discharged.

Controlled substances must be prescribed according to state regulations and be stored appropriately for the home environment.

Protocols for any service not previously provided to residents will only be implemented after review by the Administrator and after adequate staff training for the provision of the specific service.

Therapeutic diets are not offered at Loomis Village.

Loomis Communities
FINANCIAL PROVISIONS

A. Monthly Service Fees:

The initial monthly service fees will be in accordance with the rates in effect on the Actual Occupancy Date.

1. The monthly service fee is billed on the first of each month and due in full by the 10th of that month. If payment is late, a late charge of one percent per month will also be assessed. The monthly fee includes the services for the current month, any applicable credits, prior month additional fees, and any other amounts due Loomis Village. These fees appear on a detailed monthly statement.
2. Monthly service fees may be adjusted annually by an amendment to this agreement executed by the parties. Notice of such an adjustment will be given 30 days in advance. If the amendment is not executed, it shall be deemed that this agreement is terminated as of the end of the calendar year.
3. A Resident of an assisted living unit who moves temporarily to the Nursing Center will continue to pay the monthly service fee, less meal credits, and the daily fee on the Nursing Center room.
4. The monthly service fee shall be payable until such time as this Agreement is terminated, and Resident vacates the unit as provided in Section VI.
5. If one of two Residents sharing a unit dies or leaves Loomis Village, the monthly service fee shall change from a two-person to a one-person fee.
6. It is recommended that each Resident maintain insurance coverage for personal possessions. Loomis Village is not responsible for loss or damage to any personal possessions.

B. Non-Payment: Non-payment of fees is an event of default for which Loomis Village may terminate the Agreement. Resident agrees to pay all legal costs incurred by Loomis Village to recover monies owed under this Agreement for non-payment.

C. Transfer of Assets: Resident agrees not to transfer or dispose of assets or income sources for less than full value at any time during residency if doing so would impair the ability to pay current or future fees.

- D. **Addition of Second Person:** It is acceptable for a resident to add a second person to the unit, through marriage or otherwise, provided that the second person meets all admission requirements, executes a Residence Agreement, and pays all second person fees.
 - E. **Subsidy Programs:** There are no subsidy programs offered at Loomis Village.
 - F. **Refundability of Fees, Deposits and/or other charges:** There are no refundable ENTRANCE fees or deposits.
- A refund of any service fees billed in advance will be made promptly upon termination of this agreement in accordance with Sections VI, Cancellations and Terminations.
- Meal Credits will be provided to residents who are away from the facility for five or more consecutive days upon their written request.

Loomis Communities
HEALTH CARE PROVISIONS

- A. **Health Insurance:** Medicare and Other Required Insurance - The Resident will be required to enroll in the Medicare program, Parts A and B, any future program that may be offered by Medicare, and one supplemental health insurance program covering hospital and other related costs reasonably acceptable to Loomis Village to assure the Resident's ability to cover costs of medical treatment, medicine, drugs, therapy and the like. A Resident who is not qualified for Medicare coverage is required to maintain comprehensive health coverage which is satisfactory to Loomis Village. The Resident agrees to provide evidence of such insurance upon admission.
- B. **Insurance Claims:** The Resident hereby authorizes Loomis or a nursing home to make all claims for insurance benefits for Covered Services and agrees to execute all documents necessary to enable Loomis Village or a nursing home to enforce such claims. Any benefits received by the Resident from Medicare or the supplemental health insurance required herein, with respect to Covered Services, will be paid by the Resident to Loomis Village or a nursing home as payment for the costs incurred by Loomis Village providing Covered Services to the Resident.
- C. **Access to Care:** Loomis Village Residents share priority access with Loomis House Retirement Community residents and Applewood at Amherst residents to the Loomis House Nursing Center.
- D. **Nursing Center Care:** Residents shall be entitled to receive up to 7 free days each calendar year in the Loomis House Nursing Center in a semi-private room, based on medical necessity. These days are not cumulative.
- E. **Emergency Response:** Each unit is equipped with an emergency response system, which is monitored 24 hours/day.
- F. **Transfer to Hospital:** Loomis Village will assist Residents in need of transfer to an acute care hospital. All costs for such care, beyond Medicare and insurance coverage, including transportation in either direction, will be the responsibility of Resident.
- G. **Provision of Home Health Care:** Any Resident receiving home health care may have that care provided by a licensed health care provider of his or her choosing at Resident's sole expense, or by an approved provider who meets applicable regulatory requirements.
- H. **Provision of Personal Care:** personal care assistance is provided to each Resident as described in Section II. If Loomis Village determines that personal

space, personal health, or nutritional needs are not being met by Resident, in accordance with the Personal Performance Criteria, Resident agrees to accept and pay for such additional services as Loomis Village determines are needed. Residents may contract with any licensed health care provider for necessary health care services in their unit, or in any other space in the residence as may be made available to residents for such purposes to the same extent available to persons residing in private homes.

1. Description of the Role of the Nurse: The Assisted Living Director is normally scheduled Monday – Friday 8 a.m. – 4 p.m. Licensed nurses perform the following services:

- Provides consultative services to discern health concerns
- Performs initial screening and assessment of residents' health care needs and reviews assessments at least every six months
- Develops and prepares resident service plans based on the results of assessments
- Provides wellness education
- Conducts introductory visits
- Hires, trains, directs and evaluates resident assistants
- Provides minor first aid to residents
- Assesses significant changes in the health care needs of residents and refers residents to outside services as appropriate and agreed upon by the resident and/or the resident's family
- Provides education and instruction on the use of medications to residents and staff
- May act as a liaison between the resident and other health care providers including staff within the facility and external agencies
- Tracks infection rates in Assisted Living
- Oversees the maintenance of resident health and wellness records to assure all records are up to date and include all required documentation in accordance with established policies and procedures
- Participates in the development and implementation of the quality assurance program and gathers data to evaluate the provision of services, the overall outcome of services and planning, and resident satisfaction

J. CPR -Trained Staff: The Assisted Living Director, the Wellness Nurses, and the Resident Assistants are certified to perform CPR. CPR may be performed on residents who do not have a DNR on file. There is staff in the building twenty-four hours/day who are certified in CPR.

K. **Staffing Levels:** Loomis Village schedules the following number of nursing and personal care workers for its assisted living units as determined by the number of residents and the acuity level of the residents residing in the facility.

2 Resident Assistants each shift, seven days/week
(7 a.m. – 3 p.m.) (3 p.m. – 11 a.m.) (11 a.m. – 7 a.m.)

1 Reception/Security person 24 hours/day seven days per week

1 Licensed Nurse Monday – Friday (8 a.m. – 4 p.m.)

A member of the maintenance staff and the housekeeping staff is normally in the facility from 8 a.m. – 4 p.m. seven days/week.

All overnight staff is awake. The facility Administrator is on call seven days/week, 24 hours/day, and the licensed nurse is available to staff for telephone consultation at all times.

Staffing is determined by the number of residents and the acuity level of the residents residing in the facility. The acuity of each resident and census is reviewed monthly and staffing is adjusted accordingly.

L. **Release of Medical Information:** Resident consents to the release of medical information to Loomis Village by any physician, hospital, or other health care provider. Resident also agrees to the release of medical information by Loomis Village to the providers listed above.

M. **Additional Health Care Services:** Any health care services not specifically mentioned in this Agreement as being the responsibility of Loomis Village are Resident's responsibility. This includes, but is not limited to, medical and health practitioners, hospitalization, skilled nursing care, tests and x-rays, medications, home care, and therapies.

Loomis Village
PERSONAL PERFORMANCE CRITERIA FOR ASSISTED LIVING
December 1, 2006 (rev.)

Personal performance criteria are guidelines used to evaluate the individual Resident's level of personal independence and his/her level of physical and mental ability to provide self-care. These criteria are considered when making Resident placement decisions at the time of admission and throughout the period of residency. The existence of a disability or a sensory deficit is not a criterion in and of itself; the ability to perform certain activities is the determinant of the Resident's qualification for assisted living and the need for additional services.

The following criteria are factors used to determine if a Resident is suited for assisted living:

1. Able to bathe, groom, and dress self with assistance of one aide.
2. Able to ambulate or self-transport within apartment; may require assistance in transport outside apartment.
3. Able to transfer from one location to another with the assistance of one aide.
4. Able to feed self.
5. Able to administer own medications or receive reminders to self-administer medications. Residents may not remain in Assisted Living if permanently on medication whose side effects pose a threat of complications or a need for ongoing skilled monitoring.
6. If a Resident requires ongoing scheduled professional nursing care it must be provided by a licensed home care agency or a private provider of their choice.
7. Continent of bowel and bladder or self-managed incontinence.
8. Mentally alert to a degree that does not compromise the health or safety of self or others.
9. Oriented to person, place, and time to a degree that does not compromise the health or safety of self or others.
10. Able to attend breakfast, lunch, and dinner in the Dining Room regularly.
11. Able to maintain an orderly personal living space and clean personal clothing with assistance.
12. Able to leave campus for personal needs or personal reasons with assistance.
13. Able to have personal care met, as described above, with no more than one hour of direct care per day.

Services not provided include but are not limited to:

1. Two person lift and transfer assistance
2. Assistance with feeding
3. Management of wandering behavior
4. Skilled Nursing services such as sterile dressing, changes, injections, ear lavage

5. More than one hour of individual personal care per day

The following notes concern the application of the personal performance criteria for assisted living:

- A. Loomis Village endeavors to maintain Residents at the most independent level of housing or care at which their needs can be met. Many times these needs may require support services (refer to B. below).
- B. Loomis Village provides assisted living residents with resident assistants 24 hours daily. This assistance is available where the resident needs only one aide to provide care. Residents who desire or require more assistance than that regularly provided for criteria 1, 2, 11, 12, or 13 may have additional assistance provided on a scheduled basis by a qualified nursing assistant or home health aide. This assistance must be approved and coordinated by the nurse. The resident will be charged according to the current rate for home care as listed in Fees for Additional Services.

Loomis Village considers the concept of apartment independence. In some cases, when two people share the same apartment, the supporting activities of one person may be sufficient to offset the personal performance deficits of the other. As long as both people live together and function as a unit to meet personal performance criteria 1, 2, 11, and 12, the one with the personal performance deficits may remain in assisted living.

- C. Residents may use assistive devices such as canes, crutches, walkers, wheelchairs (manual or electric) and small motorized carts to maintain their ability to self-transport.
- D. The permanent inability to meet any of the criteria 3-10 with the assistance regularly provided by the resident assistants means that it is no longer appropriate for the resident to remain in Assisted Living. A move to the Nursing Center will be determined as appropriate to meet the resident's needs.
- E. Loomis Village distinguishes short-term performance deficits from long-term performance deficits. Short-term deficits may be met through temporary home care or temporary Nursing Center placement. Long-term deficits will usually be met through transfer to the Nursing Center.
- F. Whenever a resident is hospitalized or requires skilled nursing care outside of Loomis Village, his/her ability to meet the criteria is reassessed prior to returning to Loomis Village by the Assisted Living Director or designee.

RESIDENT SCREENING AND ASSESSMENT PLAN - INITIAL

POLICY

Each assisted living Resident shall have a service plan developed prior to the Resident moving into the facility and shall address the specific and individual needs, preferences and daily routines of the Resident. Independent Residents who elect health support services will have an Initial Resident Health Assessment prior to the initiation of health support services. The Service Plan shall be based on the Pre-Admission Health Assessment, a current evaluation (within the past three months) by the Resident's physician or authorized practitioner, and information provided by the Resident, the Resident's family/significant other or legal representative. The service plan for assisted living residents living in certified units will meet the requirements of 651 CMR 12.04 (6).

PURPOSE

Pre-Admission Health Assessment - The purpose of the Pre-Admission Health Assessment is to assure that the prospective resident is able to meet the performance criteria established for residence in assisted living and that the facility is able to meet the health care needs and preferences of the resident prior to being approved for admission.

Initial Resident Service Plan Development - The purpose of the Initial Resident Service Plan is to identify the resident's goals and the types, approach, intensity and frequency of services and supports prior to move-in so that the staff can be prepared and oriented to the needs of the Resident upon move-in.

PROCEDURE

1. Pre-admission Screening and Assessment

1. The Marketing Department will be responsible for scheduling a meeting between the Resident and other appropriate parties to complete the Initial Resident Health Assessment prior to the resident moving in to Assisted Living.

2. A medical release form, signed by the prospective resident, along with the Physician's Assessment Form, shall be sent to the resident's primary care physician or authorized practitioner to obtain a current evaluation (no more than three months prior to move in) of the Resident's physical, cognitive, and psychosocial condition. The Resident or the Resident's representative is responsible to have the Resident's physician or authorized practitioner complete the required form and return it to the facility prior to the Resident moving in.

3. The nurse will conduct an initial screening and assessment to determine:
a. The prospective Resident's service needs and the preferences and ability of the Residence to meet those needs;
b. The prospective Resident's functional abilities based on his or her cognitive status;
c. Whether SAMM is appropriate for the Resident based on the following:
1.) The completion of an observational assessment by the nurse to determine whether the Resident is capable of performing the particular method(s) of independent medication administration; and
2.) A written statement by the nurse documenting the Resident's capability of performing a particular method(s) of independent medication administration.

d. Whether the Resident is at risk for elopement; and
e. Whether the Resident is suitable for a special care residence.

4. The preadmission assessment shall note the name of any Legal Representative or any other person who has been documented as having decision-making authority for the Resident and the scope of his or her authority.
5. The initial screening findings shall be documented and disclosed to the Resident, his or her Legal Representative and Resident Representative, if any, before the Resident moves into the Residence.
6. Based on the information gathered in the preadmission assessment and the information received from the Resident's physician, the Assisted Living Director and the Administrator will make the final determination regarding admission of the Resident to the facility. If the facility is unable to meet the needs of the prospective Resident, alternative methods of meeting the Resident's needs will be discussed and documented, including the need for a special care residence.

II. Service Plan Development

1. Prior to move in, the nurse will develop an individual Service Plan for the Resident based on the results of the Initial Resident Health Assessment, the physician's evaluation, and information provided by the Resident, the Resident's family/ significant other or legal representative. The Resident will participate in the development of the service plan to the maximum extent possible. In addition the Resident's legal representative or Resident Representative will participate to the extent he or she is authorized, willing and able to be involved. The service plan shall include the evaluation, conducted in the last three months by the Resident's physician or authorized practitioner, of the prospective Resident's physical, cognitive, and psychosocial condition. It is the responsibility of the Resident or his or her representative to have the physician's or authorized practitioner's evaluation completed.
2. The Residence shall, at a minimum, document its assessment findings for the Resident on the following:
 - a. Allergies;
 - b. Diagnoses;
 - c. Medications (including dosage, method of administration and frequency);
 - d. Dietary needs, including the need for a meal plan prescribed or ordered by a Resident's physician. The Residence has a qualified dietician to review the Resident's dietary needs and provide the Resident with diet management counselling;
 - e. Need for assistance in emergency situations;
 - f. History of psychosocial issues including the presence of disruptive behaviors, or behaviors which may present a risk to the health and safety of the Resident or others;
 - g. Level of personal care needs, including ability to perform ADLs and IADLs; and
 - h. Ability of the Resident to manage medication, including the ability to take medication on an as needed basis.
3. The nurse shall review the Resident's initial service plan within 30 days of the commencement of residency and document the review to ensure the Resident's needs and preferences are accurately incorporated therein and that the Residence is capable of meeting the Resident's needs in accordance with 651 CMR 12.00.
4. Each Service Plan shall be based on a current assessment of the Resident, and indicate the following:
 - a. The services needed, including the minimum service package provided for a monthly fee and any additional services the Resident needs;
 - b. The Resident's goals, and the frequency and duration of all services provided to address the

- Residents' particular physical, psychological and social needs, including but not limited to the following:
- 1.) Details of the manner in which the Residence shall provide for the presence of a 24 hour per day, on site staff and the manner in which the Residence shall provide for personal emergency response devices or procedures;
 - 2.) Details of the types of assistance with medications that the Residence shall provide, if any;
 - 3.) Description of services that will be provided by a person or entity or affiliated with the Assisted Living Residence or by a certified provider of ancillary health services (e.g. VNA services, private duty aides, adult day care) if the Resident, Resident Representative of the Legal Representative notifies the Assisted Living Residence that he or she has arranged for such services; and
 - 4.) The need for a meal plan prescribed or ordered by a Resident's physician. The Residence shall have a qualified dietician review the Resident's dietary needs, and provide the Resident with diet management counseling.
 - c. The service plans shall be in writing, signed and dated by the Resident or his or her Legal Representative, and by the Sponsor or his or her representative.
 - d. Following the Service Plan reassessment required by 651 CMR 12.04(7) (b), the nurse shall review the Service Plan not less than every six months, or at any time upon identifying a significant change in the Resident's condition, and document the review to ensure the Resident needs and preferences are accurately incorporated therein and that the Residence is capable of meeting the Resident's needs in accordance with 651 CMR 12.00.
 - e. The service plan shall be confidential except to the extent necessary to provide services and manage the operations of the Assisted Living Residence; provided that EOE/A may review the service plan at any time with the consent of the Resident or his or her Legal Representative.
5. With the permission of the Resident, appropriate family members/significant others are invited to attend Service Plan meetings. The Resident, family and significant others will be encouraged to participate in the development of the service plan to the maximum extent possible.
 6. The Resident and/or the Resident's legal representative, the Assisted Living Director and others in attendance at each Service Plan meeting are asked to sign and date the Service Plan. The Service Plan is kept in the Resident's health and wellness file and the Resident and/or the Resident's legal representative is provided a copy of the signed Service Plan.
 7. The Assisted Living Director will maintain a log that identifies the date for the next regularly scheduled Service Plan meeting. At least one week prior to the meeting the Director will notify the Resident and all other appropriate interested parties of the date and time of the meeting. The team, with the Resident and other interested parties, will complete the Service Plan Review Form.
 8. If a significant change in condition occurs, the Assisted Living Director will arrange for an additional Service Plan meeting to update and revise, if necessary, the current Service Plan.
 9. It is not necessary to complete a new Assessment Form or a new Service Plan each time it is updated. Changes may be written on the original document as long as:
 - a. Everyone who participates in the assessment or service plan process signs and dates the form to document their participation;
 - b. The Resident's current needs and preferences are accurately documented;
 - c. All additions or deletions are clear and legible;

- d. All changes are signed or initialed and dated by the nurse who conducted the assessment, so that Elder Affairs can determine when each change was made;
- e. All notations are made in pen; and
- f. Liquid paper, correction tape or similar products are not used.

10. If no change is necessary, this will be documented on the assessment or service plan and the documentation will be signed and dated to indicate the time and date it was determined no change was needed.



Individual Service Plan

revised 07/29/15

- Pre Admission 30 Day Review Six (6) Month Review Start of Health Support Services Significant Change

Resident's Name: _____ Apt. _____ Date of Birth: ____/____/____

Physician's Name: _____ Telephone: (____) ____ - ____ - ____ Fax: (____) ____ - ____

Pharmacy Name: _____ Telephone: (____) ____ - ____ - ____ Fax: (____) ____ - ____

Diagnosis: _____

Advanced Directives:

DNR / Comfort Care Orders Yes No Where is the original kept? _____

Health Care Proxy Yes No Name: _____

Power of Attorney Yes No Name: _____

Scope of Authority: (legal, financial, medical, etc) _____

Guardian Yes No Name: _____

Scope of Authority: (legal, financial, medical, etc) _____

Resident Consents to family members' participation in service planning Yes No
If yes, specify name(s) of such family members: _____

Resident's Goals: (1) _____

(2) _____

(3) _____

Assistance Needed in an Emergency? Yes No If yes, type _____

Fire Safety Review Date: ____ / ____ / ____



Resident's Name: _____

revised 07/29/15

Individual Service Plan

Allergies: Medication Yes No If yes, list _____

Environmental Yes No If yes, list _____

Food Yes No If yes, list _____

Latex Yes No

Diet:

Is the resident aware of the Mindful Menu options offered to achieve a low sodium, low fat, low sugar diet as recommended by his physician? Yes No If yes, describe in detail: _____

Please describe any dietary preferences (likes, dislikes, etc.) _____

Basic Assisted Living Service Plan Includes:

- Up to one (1) hour per day of assistance with A.D.L.s and I. A.D.L.s
- Emergency response via pull cord in room and bathroom
- Emergency Response Pendant
- Wellness program providing health screening and health education
- Coordination of health services
- Housekeeping and flat linen services weekly
- Maintenance services
- Utilities, except for telephone and premium cable channels
- Varied activity program
- Scheduled transportation to medical and dental appointments
- 24 hour awake Resident Assistant staff

The following staff may have access to my apartment via key entry

- Resident assistants who are working their assigned shift
- Housekeeping staff for weekly cleaning during their assigned shift
- Maintenance staff for routine or emergency maintenance
- Director of Assisted Living
- Security Staff or Administrator in emergency situation

Resident's Name: _____

Assignment	Specifics	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Bathing (describe in detail)								
Grooming (describe in detail)								
Dressing – includes TED stockings (describe in detail)								
Undressing								
Bed Making (describe in detail)								
Housekeeping (describe in detail)								
Laundry (describe in detail)								

Does the resident have stove access? Yes No

Hearing Aid(s) Yes No If yes, Left Ear Right Ear Both Glasses Yes No Dentures / Bridge Yes No

Assignment	Specifics	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Eye Glasses, Inhaler, Nebulizer, etc (describe in detail)								
Continence (describe in detail)	Bladder							
	Bowel							



Resident's Name: _____

Individual Service Plan

revised 07/29/15

Prosthetic Device(s) Yes No If yes, specify: _____

Fall Risk Yes No Elopement Risk Yes No If yes, responsible party: _____

Assignment	Specifics	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Daily Orientation to Schedule (describe in detail)								
Calendar / Activities of Interest								

Comments: _____

Assignment	Specifics	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Dementia Support / Cognitive Issues (describe in detail)								

Behavioral Program:

Is the resident on a specific behavioral program? Yes No If yes, describe in detail: _____



Resident's Name: _____

Individual Service Plan revised 07/29/15

Assignment	Specifics	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Escort to Breakfast or Tray in Room (describe in detail)								
Escort to Lunch or Tray in Room (describe in detail)								
Escort to Dinner or Tray in Room (describe in detail)								
Medication Support Self, Family, Nurse (describe in detail)								
Medication Plan for AM Indep., SAMM, LMA (describe in detail)								
Medication Plan for Noon Indep., SAMM, LMA (describe in detail)								
Medication Plan for PM Indep., SAMM, LMA (describe in detail)								
Medication Plan for HS Indep., SAMM, LMA (describe in detail)								
Medication Plan for Other Indep., SAMM, LMA (describe in detail)								
Safety Check (describe in detail)	Shift 1							
	Shift 2							
	Shift 3							



Resident's Name: _____

Individual Service Plan

revised 07/29/15

Bed rails or positioning device- The risk associated with the use of bed rails or positioning bars has been reviewed with me and I understand to the best of my and / or my responsible party's ability that in some cases these devices can increase the incident of falls or head trauma due to falls and other accidents such as strangulation and entrapment. If I choose to use one I will be assessed by a Physical or Occupational therapist to insure that I can safely get out of bed and that this device in no way acts as a restraint.

Signature: _____ Date: ____ / ____ / ____

Outside Service Providers:

Name: _____ Telephone: (____) _____ - _____

Assignment Specifics: _____

Name: _____ Telephone: (____) _____ - _____

Assignment Specifics: _____

Name: _____ Telephone: (____) _____ - _____

Assignment Specifics: _____



Individual Service Plan

revised 07/29/15

Resident's Name: _____

Introductory Visit Complete

Resident Signature: _____

Date: ____/____/____

Assisted Living Director's Signature: _____

Date: ____/____/____

Resident Assistants' Signatures & Date:

RA Signature: _____

RA Signature: _____

RA Signature: _____

RA Signature: _____

RA Signature: _____

RA Signature: _____

RA Signature: _____

RA Signature: _____

RA Signature: _____

RA Signature: _____

RA Signature: _____

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Nurses Signature: _____

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Nurses Signature: _____

Nurses Signature: _____

Nurses Signature: _____

Nurses Signature: _____

Nurses Signature: _____

Loomis Communities
CANCELLATIONS AND TERMINATIONS

The Residency Agreement will be terminated when:

1. Resident dies and all belongings are removed from the apartment.
2. Resident moves permanently to the Nursing Center and all belongings are removed from the apartment.
3. Resident moves permanently to another location outside of Loomis Village, after giving 30 days written notice and removing all belongings from the living unit.
4. Either party gives 30 days notice to the other party of such party's intention to terminate without cause; and the resident vacates and removes all belongings from the apartment; or
5. The term of the residency agreement expires; and all belongings are removed from the apartment.

The remaining Resident in the case of dual occupancy may terminate this Agreement if one of the above situations occurs. However, the death or move of one Resident shall not necessarily affect the continuation of the Agreement for the other.

B. The Agreement may be terminated by Loomis Village with 30 days' prior written notice if Resident:

1. fails to make payment of fees promptly;
2. breaches this Agreement;
3. fails to follow Loomis Village's policies and procedures;
4. engages in activities or conduct disruptive to the Loomis Village community;
5. has care needs which cannot be met by Loomis Village staff and the resident refuses to supplement care with an outside provider; or
6. fails to execute an extension and amendment of this Agreement prior to the expiration of the current Agreement.

Such termination shall be in accordance with the provisions of landlord-tenant laws as established in M.G.L.C.186 or M.G.L.C.239. Criteria to be used will include: Personal Performance Criteria, as set forth in Exhibit 1, records of payment, and documentation in the resident's health and wellness file.

Loomis Village reserves the right to determine if a Resident's care needs are being met appropriately in the Assisted Living setting. The Resident Care Committee has the authority to make the decision to terminate the Agreement:

- ◆ if the Resident fails to meet the Personal Performance Criteria as described in Exhibit 1;
 - ◆ if the Resident's physical or mental condition poses a danger to Resident or others, in the opinion of Loomis Village;
 - ◆ if the Resident needs skilled nursing services which cannot be provided by a Certified Provider of Ancillary Health Services or by a licensed hospice.
- Loomis Village reserves the right to transfer a resident temporarily to an appropriate facility immediately in the case of serious threat to the health or safety of Resident or other Residents or employees of Loomis Village.
- C. The monthly service fees shall be payable until the later of the end of the period provided above or the removal of all personal property from the unit. If all personal property is not removed within 30 days of the termination of this Agreement, Loomis Village has the right to store such property at the expense of Resident or Resident's estate. If the property is stored longer than 90 days, Loomis Village has the right to sell the property upon 30 days' notice, and return the proceeds to Resident or the estate, less any costs for storage, sale, or other amounts due Loomis Village. In the event Resident fails to vacate the unit upon termination of this Agreement, Loomis Village may bring an action for summary possession in accordance with applicable law.
- D. The vacated unit must be left in a condition satisfactory to Loomis Village. Loomis Village may charge the Resident or Resident's estate for any repair or cleaning, other than normal wear, needed to restore the unit to its former condition.

Loomis Communities
OTHER PROVISIONS

A. **Dietary:** Loomis Village does not provide therapeutic diets ordered by a physician or authorized practitioner. Loomis Village menu's meet nutritional criteria of being well balanced. Health options are identified at all meals for those preferring to consume sugar-restricted, low fat and sodium-restricted diets. These options are identified by a symbol on the menu and are part of the "Mindful Menu" Program. Fresh fruit is always available as a dessert. Menu's are reviewed by the dietician every six months.

The dietary staff will cut or chop resident's food in the kitchen prior to serving for those resident's with physical limitations. Staff will not feed residents on an ongoing basis. Kosher diets are not provided. Residents make their own choice regarding any food allergies they may have.

B. **Enrichment Activities:** Loomis Village offers a wide variety of activity programs, including but not limited to:

- Exercise programs
- Musical performances
- Current affairs
- Wellness programs
- Arts and crafts projects
- Cooking and baking
- Games
- Intellectual events and stimulation
- Social gatherings
- Movies
- Reminiscences
- Weekly shopping trips and rides
- Trips to various places of resident interest

Activities are offered from 9 a.m. to 8 p.m. seven days a week. A minimum of four hours of scheduled programming is offered each day. Scheduled activities are augmented by spontaneous and individualized interactions 24 hours a day.

C. **Security and Guest Policies:** Loomis Village provides 24-hour awake reception/security staff. All guests are requested to sign in when arriving and sign out when leaving. The guest sign in / sign out book is located in the Reception area of the facility.

Residents are asked to sign out when leaving the facility and to indicate their destination and an estimated time of return. The sign out book is located in the

D. Non Resident Uses of the Loomis Village Facilities

The exterior doors of the building are locked at 8pm. Reception area of the facility, or in Assisted Living by the exit door. Loomis Village accounts for the presence of residents living in assisted living at all three meals and at bedtime. An awake Resident Assistant is stationed on each floor during the 11 p.m. – 7 a.m. shift.

The Loomis Village assisted living is located in the Village Center and is part of a Continuing Care Retirement Community. While the assisted living section is separate from the independent living spaces, all common areas in the independent living are available for use by Residents who live in both independent living and assisted living. Common areas located in independent living are also utilized from time to time by people from the community, including holding events to which the public is invited. Such events are staffed by at least one additional staff member who is assigned to the event, in addition to the Assisted Living staff and the Security guard. After 8 p.m. all outside doors are locked and the only access to the building by non-Residents is through the front door where the Security Guard controls access to the building.



LOOMIS VILLAGE EMERGENCY RESPONSE PROCEDURE FOR ASSISTED LIVING RESIDENTS

General Instructions:

- All residents should remain in your apartment unless you are told it is unsafe to do so by a staff member. If it is necessary to evacuate, a staff person or emergency personnel will come to your apartment and assist you to the appropriate location.
- Listen to the radio or watch your television for the latest update on severe weather conditions.
- Tune your television to Channel 918 for any information specific to Loomis Village.

In the event of a fire:

WHEN YOU HEAR THE FIRE ALARM:

1. If you are in your apartment, stay in your apartment. Feel the door of your apartment. **If the door is not hot**, open the door and look up and down the hallway. If you see no smoke, remain inside your apartment and close your door, but do not lock it. **If the door is hot**, do not open it. Place a wet towel along the bottom of the door.
2. Close your windows.
3. Turn off all electrical appliances except your lights and television.
4. Tune to Channel 918 on your television. When the alarm has been shut off, the staff will put a message on Channel 918 indicating that it is "All Clear."
5. If it is necessary to evacuate, a staff person or fire personnel will come to your apartment and assist you to the appropriate location.
6. Remain inside and awake until the alarm has been turned off.

IF THERE IS A FIRE IN YOUR APARTMENT:

1. **Remain calm.** Leave immediately, closing your door.
2. Locate and pull the fire alarm nearest your apartment. These can be found on the wall near all red "Exit" signs.
3. Alert nearby residents if it can be done safely.



Loomis Village

ASSISTED LIVING FULL DISCLOSURE RECEIPT

- I. I was advised by Loomis Village that I had the right to have an advisor present with me before meeting with them.

Signature, Resident

Date

Signature, Legal Representative

Date

Signature, Loomis Representative

Date

- II. The Elder Affairs Consumer Guide and the Loomis Village Disclosure Statement were provided and reviewed with me.

Signature, Resident

Date

Signature, Legal Representative

Date

Signature, Loomis Representative

Date

- III. The Loomis Village Residency Agreement was provided and reviewed with me.

Signature, Resident

Date

Signature, Legal Representative

Date

Signature, Loomis Representative

Date

