

ANNUAL REPORT CHECKLIST

FISCAL YEAR ENDED: 12/31/2022

PROVIDER(S):

Mennonite Brethren Homes, Inc.

CCRC(S):

Palm Village Retirement Community

PROVIDER CONTACT PERSON:

Jim Higbee, Interim President/CEO

TELEPHONE NUMBER:

559-638-6933

E-MAIL ADDRESS:

jimhigbee@palmvillage.com

A complete annual report must consist of 3 copies of all of the following:

- ☒ Annual Report Checklist.
- ☒ Annual Provider Fee in the amount of: \$9581
 - ☒ If applicable, late fee in the amount of: \$2353
- ☒ Certification by the provider's **Chief Executive Officer** that:
 - ☒ The reports are correct to the best of his/her knowledge.
 - ☒ Each continuing care contract form in use or offered to new residents has been approved by the Department.
 - ☒ The provider is maintaining the required liquid reserves and, when applicable, the required refund reserve.
- ☒ Evidence of the provider's fidelity bond, as required by H&SC section 1789.8.
- ☒ Provider's audited financial statements, with an accompanying certified public accountant's opinion thereon.
- ☒ Provider's audited reserve reports (prepared on Department forms), with an accompanying certified public accountant's opinion thereon. (NOTE: Form 5-5 must be signed and have the required disclosures attached (H&SC section 1790(a)(2) and (3)).
- ☒ "Continuing Care Retirement Community Disclosure Statement" for **each** community.
- ☒ Form 7-1, "Report on CCRC Monthly Service Fees" for **each** community.
- ☐ Form 9-1, "Calculation of Refund Reserve Amount", if applicable.
- ☐ Key Indicators Report (signed by CEO or CFO (or by the authorized person who signed the provider's annual report)). The KIR may be submitted along with the annual report, but is not required until 30 days later.



May 31, 2023

Department of Social Service
Continuing Care Contracts Branch
744 P Street M/S 10-90
Sacramento, CA 95814

RE: Certification by Chief Executive Officer

Dear Sir or Madam:

This letter is to serve as certification concerning the annual report for Palm Village Retirement Community.

The annual report and any amendments thereto are correct to the best of my knowledge.

Each continuing care contract form in use or offered to new residents has been approved by the Department.

As of the date of the CEO's certification, Palm Village Retirement Community is maintaining the required liquid reserve.

Sincerely,

Jim Higbee
Interim CEO/President

NATIONWIDE MUTUAL INSURANCE COMPANY**COMMERCIAL PROPERTY FORMS AND ENDORSEMENTS**Policy Number: **ACP CPP 3019912318**Policy Period: From **03/01/22** To **03/01/23**Named Insured: **MENNONITE BRETHREN HOMES INC**

Form	Date	Title
CP0010	1012	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CP0030	1012	BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
CP0140	0706	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
CP0299	0607	CANCELLATION CHANGES
CP0449	0220	CALIFORNIA CHANGES - REPLACEMENT COST
CP1030	1012	CAUSES OF LOSS - SPECIAL FORM
CP1034	1012	EXCLUSION OF LOSS DUE TO BY-PRODUCTS OF PRODUCTION OR PROCESSING OPERATIONS
CP1040	1012	EARTHQUAKE AND VOLCANIC ERUPTION ENDORSEMENT
CP1270	0996	JOINT OR DISPUTED LOSS AGREEMENT
CP1510	1012	PAYROLL LIMITATION OR EXCLUSION
CP1540	0607	CALIFORNIA - CIVIL AUTHORITY CHANGES
CP7067	0194	COMMERCIAL PROPERTY CONDITIONS
CP7100	0405	PROPERTY AMENDATORY ENDORSEMENT
CP7117	0917	EQUIPMENT BREAKDOWN COVERAGE
CP7118	0917	EQUIPMENT BREAKDOWN COVERAGE SCHEDULE
CP7189	0416	SENIOR LIVING COMMUNITIES PLATINUM PROTECTION PLUS ENDORSEMENT
CP7301	0917	PROTECTIVE SAFEGUARDS
CP9903	1219	CANNABIS EXCLUSION ENDORSEMENT
IL0017	1198	COMMON POLICY CONDITIONS
IL0102	0220	CALIFORNIA CHANGES - ACTUAL CASH VALUE
IL0104	0720	CALIFORNIA CHANGES
IL0241	0116	CALIFORNIA - DESIGNATED ADDITIONAL PERSON TO RECEIVE NOTICE CANCELLATION OR NON
IL0270	0720	CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL
IL0935	0702	EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES
IL0952	0115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IL0985	0115	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
IN0001	0416	CONSUMER COMPLAINTS AND INFORMATION
IN5017	0593	IMPORTANT NOTICE FOR RENEWAL POLICIES
IN7406	0107	IMPORTANT FLOOD INSURANCE NOTICE
IN7636	1211	IMPORTANT EARTHQUAKE INSURANCE NOTICE - ONE TO FOUR FAMILY DWELLINGS
IN7809	1115	DATA BREACH & IDENTITY RECOVERY SERVICES

CP-DF (10-89)

NATIONWIDE MUTUAL INSURANCE COMPANY

COMMERCIAL PROPERTY FORMS AND ENDORSEMENTS

Policy Number: **ACP CPP 3019912318**

Policy Period: From **03/01/22** To **03/01/23**

Named Insured: **MENNONITE BRETHREN HOMES INC**

Form	Date	Title
IN7854	0917	PROTECTIVE SAFEGUARD ENDORSEMENT ADVISORY NOTICE TO POLICYHOLDERS
IN8028	0220	NOTICE TO POLICYHOLDERS CANNABIS EXCLUSIONS
LI0995	0107	CONDITIONAL EXCLUSION OF TERRORISM
10940	0789	CA INSURANCE GUARANTEE ASSN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
SENIOR LIVING COMMUNITIES PLATINUM PROTECTION
PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
CAUSES OF LOSS - SPECIAL FORM

- A. Throughout the BUILDING AND PERSONAL PROPERTY COVERAGE FORM, CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM, and the CAUSES OF LOSS - SPECIAL FORM, the phrase "within 100 feet" is replaced by "within 1,000 feet".
- B. Under the BUILDING AND PERSONAL PROPERTY COVERAGE FORM or the CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM, the following amendments are made:
1. Under Section A. Coverage, 1. Covered Property, the following is added to b. Your Business Personal Property:
Automated External Defibrillator (AED).
 2. Under Section A. Coverage, 2. Property Not Covered, the following amendments are made:
 - a. Paragraph a. is deleted and is replaced by:
Accounts, bills, currency, food stamps or other evidences of debt, "money", notes, or "securities", except as provided in the Accounts Receivable, Employee Dishonesty and Money and Securities Coverage Extensions and the Computer Fraud And Funds Transfer Fraud, Credit Card Invoices Coverage, Forgery Or Alteration Additional Coverage and Liability for Resident's Property in this endorsement.
 - b. Paragraphs g. and m. are deleted and replaced by:
Foundations of buildings, structures, machinery or boilers if their foundations are below:
 - 1) The lowest basement floor; or
 - 2) The surface of the ground, if there is no basement.
Except as provided in the Foundations and Underground Pipes Coverage Extension in this endorsement.
 3. Under Section A. Coverage, 4. Additional Coverages, the following amendments are made:
 - a. In Additional Coverage a. **Debris Removal**, paragraph 4), the \$25,000 amount, wherever it appears, is increased. The most we will pay for loss or damage under this Additional Coverage is subject to a \$250,000 blanket limit specific to this endorsement. See Section B. 11. Blanket Limit for additional information on this limit.
 - b. In Additional Coverage b. **Preservation of Property**, paragraph 2), 30 days is replaced by 90 days.
 - c. In Additional Coverage c. **Fire Department Service Charge**, the first paragraph is replaced by the following:
When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay the actual cost of your liability for fire department service charges.
 - d. In Additional Coverage d. **Pollutant Clean Up and Removal**, the \$10,000 limit is increased to \$100,000.
 4. Under the BUILDING AND PERSONAL PROPERTY COVERAGE FORM, Section A. Coverage, 4. Additional Coverages, paragraph e. **Increased Cost of Construction** is deleted and replaced by the following:
 - e. **Ordinance or Law Coverage**

exclusion 2.a. does not apply to this Coverage Extension.

The most we will pay under this Coverage Extension is \$50,000 per occurrence.

This Coverage Extension is subject to the Business Personal Property deductible in the Commercial Property Declarations.

c. Computers and Media

You may extend the insurance that applies to Your Business Personal Property to apply to direct physical loss or damage caused by a Covered Cause of Loss to computer "equipment" and replaceable "media" that you own, lease, rent, or for which you are otherwise legally responsible.

This Coverage Extension applies to property located on a premises designated in the Commercial Property Declarations. However, we will not pay for loss or damage caused by or resulting from interruption of power supply, power surge, blackout or brownout.

We will not pay for loss, damage, or expense including actual loss of business income and necessary extra expense in any one occurrence until the amount of loss or damage exceeds the \$500 Deductible. We will then pay the amount of loss or damage in excess of that \$500 Deductible, up to the applicable Limit of Insurance.

The most we will pay for loss, damage, or expense including actual loss of business income and necessary extra expense under this Coverage Extension is subject to a \$250,000 blanket limit specific to this endorsement. See Section B. 11 Blanket Limit for additional information on this limit.

d. Computers and Media – Laptop and Off-Premises Coverage

You may extend the insurance that applies to Your Business Personal Property to apply to direct physical loss or damage caused by a Covered Cause of Loss to computer "equipment" including laptops and replaceable

"media" that you own in the course of transit or temporarily at a location you do not own, lease or operate.

However, we will not pay for loss or damage caused by or resulting from interruption of power supply, power surge, blackout or brownout.

We will not pay for loss, damage, or expense including actual loss of business income and necessary extra expense in any one occurrence until the amount of loss or damage exceeds the \$500 Deductible. We will then pay the amount of loss or damage in excess of that \$500 Deductible, up to the applicable Limit of Insurance.

The most we will pay for loss or damage under this Coverage Extension is \$10,000.

e. Employee Dishonesty

1) You may extend the insurance provided by this Coverage Form to apply to:

a) Your Business Personal Property, and "money" and "securities".

b) Your residents' personal property, and "money" and "securities". Residents' personal property does not include property described under A. Coverage, section 2. Property Not Covered, paragraphs b. through j. and l. through q.

c) The legal obligation you have because of the theft or unauthorized use of your business credit, debit or charge cards issued to you or registered in your name or the name of your business.

d) Loss resulting from "fraudulent instruction" directing a financial institution to transfer, pay or deliver "money" or "securities" from your "transfer account"; or

e) Loss directly related to the use of any computer to fraudulently cause a transfer of covered property from inside the

described premises to a person (other than a messenger) or place outside those premises.

- 2) The loss or damage to such property must result from dishonest acts committed by any of your "employees" acting alone or in collusion with other persons (except you or your partner) with the manifest intent to:

- a) Cause you to sustain a loss or damage; and also
- b) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other "employee" benefits earned in the normal course of employment) for:

- (1) Any "employee"; or
- (2) Any other person or organization intended by the "employee" to receive that benefit.

- 3) We will not pay for loss or damage:

- a) Resulting from any dishonest or criminal act that you or any of your partners commit whether acting alone or in collusion with other persons; or

- b) The only proof of which as to its existence or amount is:

- (1) An inventory computation; or
- (2) A profit and loss computation.

- 4) We will pay only for loss or damage you sustain through acts committed or events occurring during the Policy Period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.

- 5) This coverage does not apply to any "employee" immediately upon discovery by you or any of your partners, officers or directors, not

in collusion with the "employee", of any dishonest act committed by that "employee" before or after being hired by you.

- 6) We will pay only for covered loss or damage discovered not later than one year from the end of the Policy Period.

- 7) If you (or any predecessor in interest) sustained loss or damage during the period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage has expired, we will pay for it under this Coverage Extension provided:

- a) This Coverage Extension became effective at the time of cancellation or termination of the prior insurance; and

- b) The loss or damage would have been covered by this Coverage Extension had it been in effect when the acts or events causing the loss or damage were committed or occurred.

- 8) The insurance under the preceding paragraph is part of, not in addition to, the Limit of Insurance applying to this Coverage Extension and is limited to the lesser of the amount recoverable under:

- a) This Coverage Extension as of its effective date; or

- b) The prior insurance had it remained in effect.

- 9) All loss or damage is considered one occurrence if it:

- a) Is caused by one or more persons; or

- b) Involves a single act or series of related acts.

- 10) The most we will pay under this Coverage Extension is \$100,000 per occurrence; however, Your residents' personal property, and "money" and "securities", is limited to \$5,000 per resident client per occurrence.

- 11) A resident client may have other insurance covering the same property as this insurance. This insurance is intended to be primary, and not to contribute with such other insurance.

f. Foundations and Underground Pipes

You may extend the insurance that applies to Your Building to apply to loss or damage to:

- 1) Foundations of buildings, structures, machinery or boilers if their foundations are below:
 - a) The lowest basement floor; or
 - b) The surface on the ground, if there is no basement;
- 2) Underground pipes, flues, and drains and;
- 3) The cost of excavating, grading, back-filling or filling.

Payments under this Coverage Extension will not increase the Building applicable Limit of Insurance.

The most we will pay for loss under this Coverage Extension is subject to the Applicable Limit of Insurance for the Building.

This Coverage Extension is subject to the deductible shown in the Commercial Property Declarations for the Building.

The Additional Condition, Coinsurance, does not apply to this Coverage Extension.

g. Liability for Resident's Property

- 1) You may extend the insurance provided by the Coverage Form to apply to those sums that you become legally obligated to pay as damages because of loss or damage to personal effects and personal property, other than "money" and "securities", belonging to a resident client, except as follows:
 - a) Liability you assume under any written contract or agreement.
 - b) Your release of any other person or organization from legal liability.

- c) Loss or damage to covered property carried or held by a resident client as samples, for sale or for delivery after sale.
- d) Loss or damage to property belonging to you or any of your "employees".

The following additional condition applies:

If there is loss or damage to an item that is part of a pair or set, we will pay the fair and reasonable part of the total value of the pair or set. In settling the proportion of the loss or damage we will give fair consideration to the importance of the article in relation to the pair or set. But no such loss or damage shall in any way be considered a total loss of the pair or set.

The most we will pay under this extension is up to \$5,000 per resident client, subject to a maximum of \$25,000 per occurrence of loss or damage. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the \$250 Deductible. We will then pay the amount of loss or damage in excess of that \$250 Deductible, up to the applicable Limit of Insurance.

- 2) You may extend the insurance provided by the Coverage Form to apply to those sums that you become legally obligated to pay as damages because of loss or damage to "money" and "securities" belonging to a resident client. This Extension covers "money" and "securities" of your resident clients only while those "money" and "securities" are in a safe or safe deposit box on the insured premises for safekeeping.

We will pay for damages under this extension when loss or damage to "money" and "securities" exceeds \$100, but \$3,000 is the most we will pay in any one occurrence for that part of the loss that exceeds \$100.

professional because of "food contamination" alleged by such patrons to have been transmitted or caused by ingestion of your food.

HOWEVER, this coverage does not apply to you, your employees or, unless they are an affected patron, members of either's household.

- 2) Food contamination means an incidence of food poisoning to one or more of your patrons as a result of:
 - a) Tainted food you purchased;
 - b) Food which has been improperly stored, handled or prepared; or
 - c) A communicable disease transmitted through one or more of your "employees".
- 3) The most we will pay under this Additional Coverage for loss in any one occurrence is:
 - a) \$100,000 for extra expenses;
 - b) \$100,000 for "business income";
 - c) \$50,000 for additional advertising expenses; and
 - d) \$50,000 for inoculation expense.
- 4) We will not pay any fines or penalties levied against you by the Board of Health or any other governmental authority as a result of the discovery or suspicion of food contamination at the described premises.

p. Forgery Or Alteration

- 1) We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes or similar written promises, orders or directions to pay a sum certain in "money" that are:
 - a) Made or drawn by or drawn upon you; or
 - b) Made or drawn by one acting as your agent,
 or that are purported to have been so made or drawn.
- 2) If you are sued for refusing to pay any instrument covered in Paragraph 1) above, on the basis

that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense.

- 3) The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$100,000.
- 4) We will treat mechanically reproduced facsimile signatures the same as handwritten signatures.

q. Key Person Replacement Expense Coverage

We will pay up to \$25,000 for necessary and reasonable recruitment expenses you incur to replace a licensed nursing home administrator, director of nursing or chief financial officer in the event of their death or permanent and total disability because of a work related accident.

r. Limited Business Income

- 1) We will pay up to \$250,000 for the actual loss of "Business Income", including "rental value", you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property at premises which are described in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises includes the area within 1,000 feet of such premises.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of a building, your premises means:

- a) The portion of the building which you rent, lease or occupy;
- b) The area within 1,000 feet of the building or within 1,000 feet of the premises described in the Declarations, whichever

FORM 1-1
RESIDENT POPULATION

<u>Line</u>	<u>Continuing Care Residents</u>	<u>TOTAL</u>
[1]	Number at beginning of fiscal year	153
[2]	Number at end of fiscal year	150
[3]	Total Lines 1 and 2	303
[4]	Multiply Line 3 by ".50" and enter result on Line 5.	X.50
[5]	Mean number of continuing care residents	151.5
All Residents		
[6]	Number at beginning of fiscal year	263
[7]	Number at end of fiscal year	251
[8]	Total Lines 6 and 7	514
[9]	Multiply Line 8 by ".50" and enter result on Line 10.	X.50
[10]	Mean number of <i>all</i> residents	257
Divide the mean number of continuing care residents (Line 5) by the		
[11]	mean number of <i>all</i> residents (Line 10) and enter the result (round to two decimal places).	0.59

Line

FORM 1-2
ANNUAL PROVIDER FEE

TOTAL

[1]	Total Operating Expenses (including depreciation and debt service - interest only)	17,261,240
[a]	Depreciation	905,538
[b]	Debt Service (Interest Only)	117,469
[2]	Subtotal (add Line 1 a and 1 b)	1,023,007
[3]	Subtract Line 2 from Line 1 and enter result.	16,238,233
[4]	Percentage allocated to continuing care residents (Form 1-1, Line 11)	0.59
[5]	Total Operating Expense for Continuing Care Residents (multiply Line 3 by Line 4)	9,580,557
[6]	Total Amount Due (multiply Line 5 by .001)	x .001 9,581

PROVIDER: Mennonite Brethren Homes, Inc.
COMMUNITY: Palm Village Retirement Community

To the Board of Directors
Mennonite Brethren Homes, Inc.
d/b/a Palm Village Retirement Community

INDEPENDENT AUDITOR'S REPORT

Opinion

We have audited the liquid reserve requirements in the accompanying continuing care reserve report of Mennonite Brethren Homes, Inc. d/b/a Palm Village Retirement Community ("Palm Village Retirement Community") (a California nonprofit health care entity), which comprise the Forms 5-1 through 5-5 (the "Report") as of and for the year ended December 31, 2022.

In our opinion, the continuing care reserve report Forms 5-1 through 5-5 present fairly, in all material respects, the liquid reserve requirements of Palm Village Retirement Community as of and for the year ended December 31, 2022, in conformity with the report preparation provision of California Health and Safety Code Section 1792.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Report section of our report. We are required to be independent of Palm Village Retirement Community and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Basis of Accounting

The Report was prepared for the purpose of complying with California Health and Safety Code Section 1792 and is not intended to be a complete presentation of the assets, liabilities, revenues and expenses of Palm Village Retirement Community and as such is a basis of accounting other than accounting principles generally accepted in the United States. Our opinion is not modified with respect to that matter.

Responsibilities of Management for the Report

Management is responsible for the preparation and fair presentation of the Report in accordance with the report preparation provision of California Health and Safety Code Section 1792 and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of a Report that is free from material misstatement, whether due to fraud or error.

In preparing the Report, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Palm Village Retirement Community's ability to continue as a going concern within one year after the date that the Reports are available to be issued.

Auditor's Responsibilities for the Audit of the Report

Our objectives are to obtain reasonable assurance about whether the Report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the Report.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the Report, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the Report.
- Obtain an understanding of internal control relevant to the audit 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 Palm Village Retirement Community's internal control. Accordingly, no such opinion is expressed.
- Evaluate 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 Report.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Palm Village Retirement Community's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Report on the Audit of the Consolidated Financial Statements

We have audited, in accordance with auditing standards generally accepted in the United States, the consolidated financial statements of Palm Village Retirement Community and Subsidiary as of and for the years ended December 31, 2022 and 2021, and our report thereon dated July 10, 2023, expressed an unmodified opinion on those consolidated financial statements.

Restriction on Use

This Report is intended solely for the information of the Board of Directors and management of Palm Village Retirement Community and the California Department of Social Services and is not intended to be, and should not be, used by anyone other than these specified parties. However, this Report is a matter of public record and its distribution is not limited.

Wipfli LLP

Wipfli LLP

July 10, 2023
Irvine, California

FORM 5-1
LONG-TERM DEBT INCURRED
IN A PRIOR FISCAL YEAR
(Including Balloon Debt)

Long-Term Debt Obligation	(a) Date Incurred	(b) Principal Paid During Fiscal Year	(c) Interest Paid During Fiscal Year	(d) Credit Enhancement Premiums Paid in Fiscal Year	(e) Total Paid (columns (b) + (c) + (d))
1	8/1/2005	655,000	41,197	-	696,197
2					
3					
4					
5					
6					
7					
8					
TOTAL:			41,197	-	696,197

*(Transfer this amount to
Form 5-3, Line 1)*

NOTE: For column (b), do not include voluntary payments made to pay down principal.

PROVIDER: Mennonite Brethren Homes, Inc

FORM 5-2

LONG-TERM DEBT INCURRED

DURING FISCAL YEAR

(Including Balloon Debt)

Long-Term Debt Obligation	(a) Date Incurred	(b) Total Interest Paid During Fiscal Year	(c) Amount of Most Recent Payment on the Debt	(d) Number of Payments over next 12 months	(e) Reserve Requirement (see instruction 5) (columns (c) x (d))
1	-	-	-	-	-
2					
3					
4					
5					
6					
7					
8					
TOTAL:		-	-	-	0

*(Transfer this amount to
Form 5-3, Line 2)*

NOTE: For column (b), do not include voluntary payments made to pay down principal.

Provider comment: Received SBA PPP loan on 04/05/2021 for \$56,382. No principal or interest paid as the Organization has received forgiveness on the entire amount on 8/31/2022. There is no other long-term debt incurred during fiscal year.

PROVIDER: Mennonite Brethren Homes, Inc

Form 5-1 & 5-2 Financial Statement Reconciliation
For year ended 12/31/22

Principal payments

Form 5-1 Long-Term Debt Obligations

Form 5-2 Long-Term Debt Obligation

1 (b) 655,000

1 (c) -

See A 655,000

Interest payments

Form 5-1 Long-Term Debt Obligations

Form 5-2 Long-Term Debt Obligation

1 (c) 41,197

1 (b) -

See B 41,197

Audited Financial Statement: Consolidated Statements of Cash Flows

2022

Cash Flows from Operating Activities

Interest paid

B (41,197) see reconciliation below

Interest paid reconciliation

Interest expense

36,940

Amortization

41,549

78,489 **c**

Change in unamortized financing costs 2010 Bond

2022 31,987

2021 42,458

(10,471) **d**

Change in unamortized financing costs 2010 Bond

2022 96,120

2021 122,941

(26,821) **e**

c 78,489

d (10,471)

e (26,821)

agrees to interest paid per Audited Financial Statement: Consolidated Statements of Cash Flows

41,197

Audited Financial Statement: Consolidated Statements of Cash Flows

2022

Cash Flows from Financing Activities

Principal payment on long-term debt

A (655,000)

FORM 5-3
CALCULATION OF LONG-TERM DEBT RESERVE AMOUNT

Line		TOTAL
1	Total from Form 5-1 bottom of Column (e)	696,197
2	Total from Form 5-2 bottom of Column (e)	-
3	Facility leasehold or rental payment paid by provider during fiscal year, (including related payments such as lease insurance)	
4	TOTAL AMOUNT REQUIRED FOR LONG-TERM DEBT RESERVE:	696,197

PROVIDER: Mennonite Brethren Homes, Inc

FORM 5-4
CALCULATION OF NET OPERATING EXPENSES

<u>Line</u>	<u>Amounts</u>	<u>TOTAL</u>
1 Total operating expenses from financial statements		<u>17,261,240</u>
2 Deductions		
a Interest paid on long-term debt (see instructions)	<u>41,197</u>	
b Credit enhancement premiums paid for long-term debt (see instructions)	<u>-</u>	
c Depreciation	<u>905,538</u>	
d Amortization	<u>-</u>	
e Revenues received during the fiscal year for services to persons who did not have a continuing care contract	<u>10,221,772</u>	
f Extraordinary expenses approved by the Department	<u>-</u>	
3 Total Deductions		<u>11,168,507</u>
4 Net Operating Expenses		<u>6,092,733</u>
5 Divide Line 4 by 365 and enter the result.		<u>16,692</u>
6 Multiply Line 5 by 75 and enter the result. This is the provider's operating expense reserve amount.		<u><u>1,251,931</u></u>

PROVIDER: Mennonite Brethren Homes, Inc
COMMUNITY: Palm Village Retirement Community

Line 2e

Revenues received during the fiscal year for services to persons who did not have continuing care contract 10,221,772 see reconciliation below

Audited Financial Statement: Consolidated Statements of Activities

Total Revenue	15,659,664	
Residential services	(4,132,787)	see A
Accommodation fees	(795,092)	
Consulting income	(271,468)	
Other income	(238,545)	
	<u>10,221,772</u>	D

Calculation of non-CCRC revenue from "Residential services" revenue per the Stmt of Activities

Audited Financial Statement: Consolidated Statements of Activities

	Residential services B	14,354,559	see reconciliation to cash flows below
<i>Less: CCRC revenues</i>			
Assisted Living Revenue - Private Pay	(2,225,082)		
Assisted Living Revenue - LOC	(263,703)		
Assisted Living Revenue - Memory Care	(784,798)		
Independent Living (Patio Home) Maintenance	(659,204)		
Total CCRC revenues	(4,132,787)	A	(4,132,787)
Total non-CCRC revenues		<u>10,221,772</u>	D

Audited Financial Statement: Consolidated Statements of Cashflows

Cash Flows from Operating Activities

Cash received from residents 15,437,707 C see reconciliation below

Reconciliation to Audited Financial Statement: Consolidated Statements of Cash Flows

Audited Financial Statement: Consolidated Statements of Activities

Residential services 14,354,559 B
Other income 238,545

Audited Financial Statement: Consolidated Statements of Cashflows

Change in account receivable	(730,724)		
	<u>310,518</u>		
Change in allowance for doubtful accounts	(420,206)		(420,206)
Provision for bad debts			
b	310,518		

Audited Financial Statement: Consolidated Statements of Cashflows

Change in accommodation fee deposits	9,000	
Deferred revenue from consulting services	(38,635)	
Other reconciling items		
Refundable accommodation fee	599,174	
Deferred revenues	<u>595,270</u>	
	1,294,444	1,294,444

see sum total below

agrees to Cash received from residents per Audited Financial Statement: Consolidated Statements of Cash Flows C 15,437,707 Sum of above

FORM 5-5
ANNUAL RESERVE CERTIFICATION

Provider Name: Mennonite Brethren Homes, Inc.

Fiscal Year Ended: 12/31/2022

We have reviewed our debt service reserve and operating expense reserve requirements as of, and for the period ended 12/31/2022 and are in compliance with those requirement

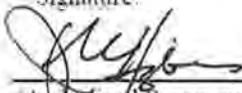
Our liquid reserve requirements, computed using the audited financial statements for the fiscal year are as follows:

	<u>Amount</u>
[1] Debt Service Reserve Amount	696,197
[2] Operating Expense Reserve Amount	1,251,931
[3] Total Liquid Reserve Amount:	1,948,128

Qualifying assets sufficient to fulfill the above requirements are held as follows:

	Amount (market value at end of quarter)	
<u>Qualifving Asset Description</u>	<u>Debt Service Reserve</u>	<u>Operating Reserve</u>
[4] Cash and Cash Equivalents	887,061	988,950
[5] Investment Securities		996,019
[6] Equity Securities		
[7] Unused/Available Lines of Credit		
[8] Unused/Available Letters of Credit		
[9] Debt Service Reserve		(not applicable)
[10] Other:		
(describe qualifying asset)		
Total Amount of Qualifying Assets Listed for Liquid Reserve:	[11] 887,061	[12] 1,984,969
Total Amount Required:	[13] 696,197	[14] 1,251,931
Surplus/(Deficiency):	[15] 190,864	[16] 733,038

Signature:


(Authorized Representative)

Date:

05/23/2023

Interim CEO/President

(Title)

Form 5-5 attachment item [11] and item [12] Qualifying Assets Reconciliation

Consolidated Statement of Financial Position

Current Assets

Cash & Cash equivalents 1,588,950 ➤

Assets Limited as to use

Under indenture agreement, held for debt services 287,061 ➤

Emergency Funds 996,019 ➤

Total 2,872,030 A

<u>Debt Service Reserve</u>	<u>Operating Reserve</u>	<u>Total</u>
600,000	988,950	1,588,950
287,061		287,061
	996,019	996,019
887,061	1,984,969	2,872,030 A
agrees to item [11] and item [12] of Form 5-5 ANNUAL RESERVE CERTIFICATION		

Per Capita Costs of Operations

Total Operating Expenses \$ 17,261,240

Mean Number of All Residents 257

Per Capita Costs of Operations \$ 67,164

CONTINUING CARE RETIREMENT COMMUNITY DISCLOSURE STATEMENT

Date Prepared: 5/20/2023

Facility Name: Palm Village Retirement Community

Address: 703 W. Herbert Ave, Reedley

Zip Code: 93654

Phone: 559-638-6933

Provider Name:

Mennonite Brethren Homes, Inc.

Facility Operator: Mennonite Brethren Homes, Inc.

Religious Affiliation: Mennonite Brethren

Year Opened: 1942 # of Acres: 17.8 Miles to Shopping Center: 1 Miles to Hospital: 2.5

☒ Single Story ☒ Multi-Story ☐ Other:**Number of Units:**

Residential Living	Number of Units	Health Care	Number of Units
Apartments – Studio:		Assisted Living:	53 suites
Apartments – 1 Bdrm:		Skilled Nursing:	120 beds
Apartments – 2 Bdrm:		Special Care:	16 beds
Cottages/Houses:	81 units	Description:	Alzheimers/Dementia

RLU Occupancy (%) at Year End: 87.7%

Type of Ownership: ☒ Not for Profit
☐ For ProfitAccredited? ☐ Yes By:
☐ NoForm of Contact: ☒ Continuing Care ☐ Life Care ☒ Entrance Fee ☒ Fee for Service
(Check all that apply) ☐ Assignment of Assets ☐ Equity ☐ Membership ☒ RentalRefund Provisions: ☐ Refundable ☐ 90% ☐ 50%
(Check all that apply) ☐ Repayable ☐ 75% ☒ Other:

Range of Entrance Fees: \$102,000 - \$230,719

Long-Term Care Insurance Required? ☐ Yes ☒ No

Health Care Benefits Included in Contract: 14 days respite care ea year for independent living

Entry Requirements: Min Age: _____ Prior Profession: N/A Other: N/A

Resident Representative(s) to, and Resident Members on, the Board:

(briefly describe provider's compliance and residents' roles): Residents nominate and select resident rep. to the board annually. Resident rep. is a non-voting member. Resident member is a voting member, nominated by resident councils then selected by board for 1 yr term

All providers are required by Health and Safety Code section 1789.1 to provide this report to prospective residents before executing a deposit agreement or continuing care contract or receiving any payment. Many communities are part of multi-facility operations which may influence financial reporting. Consumers are encouraged to ask questions of the continuing care retirement community that they are considering and to seek advice from professional advisors.

Facility Services and Amenities

Common Area Amenities	Available	Fee for Service	Services Available	Included in Fee	For Extra Charge
Beauty/Barber Shop	☒	☒	Housekeeping (<u>3</u> Times/	☒	☒
Billiard Room	☒	☐	Month at \$_____each)		
Bowling Green	☐	☐	Meals (<u>3</u> /Day)	☒	☒
Card Rooms	☐	☐	Special Diets Available	☒	☒
Chapel	☒	☐			
Coffee Shop	☒	☐	24-Hour Emergency Response	☒	☐
Craft Rooms	☒	☐	Activities Program	☒	☐
Exercise Room	☒	☐	All Utilities Except Phone	☐	☐
Golf Course Access	☐	☐	Apartment Maintenance	☒	☐
Library	☒	☐	Cable TV	☒	☒
Putting Green	☐	☐	Linens Furnished	☒	☐
Shuffleboard	☐	☐	Linens Laundered	☒	☐
Spa	☐	☐	Medication Management	☒	☒
Swimming Pool –	☐	☐	Nursing/Wellness Clinic	☐	☐
Indoor			Personal Home Care	☒	☒
Swimming Pool –	☐	☐	Transportation – Personal	☒	☒
Outdoor			Transportation – Prearranged	☒	☒
Tennis Court	☐	☐	Other: _____	☐	☐
Workshop	☐	☐			
Other: _____	☐	☐			

Provider Name: Mennonite Brethren Homes, Inc.

Affiliated CCRCs	Location (city, state)	Phone (with area code)

Multi-Level Retirement Communities	Location (city, state)	Phone (with area code)

Free-Standing Skilled Nursing	Location (city, state)	Phone (with area code)

Subsidized Senior Housing	Location (city, state)	Phone (with area code)

NOTE: Please indicate if the facility is a life care facility.

Provider Name: Mennonite Brethren Homes, Inc.

Income and Expenses [Year]	2019	2020	2021	2022
Income from Ongoing Operations				
Operating Income (Excluding amortization of entrance fee income)	14,652,291	14,943,814	14,092,093	14,864,572
Less Operating Expenses (Excluding depreciation, amortization, and interest)	14,784,705	15,268,887	15,478,587	16,238,233
Net Income From Operations	(132,414)	(325,073)	(1,386,494)	(1,373,661)
Less Interest Expense	(77,847)	(32,739)	(72,368)	(117,469)
Plus Contributions	192,248	341,405	145,323	137,761
Plus Non-Operating Income (Expenses) (Excluding extraordinary items)	17,981	3,504	2,136,642	35,963
Net Income (Loss) Before Entrance Fees, Depreciation And Amortization	(32)	(12,903)	823,103	(1,317,406)
Net Cash Flow From Entrance Fees (Total Deposits Less Refunds)	1,055,901	1,038,960	798,458	749,706

Description of Secured Debt (as of most recent fiscal year end)

Lender	Outstanding Balance	Interest Rate	Date of Origination	Date of Maturity	Amortization Period
Cert of Participation	2,776,893	0.2%	2005	08/01/26	21 years

Financial Ratios (see last page for ratio formulas)

Financial Ratios [Year]	CCAC Medians 50th Percentile (optional)	2020	2021	2022
Debt to Asset Ratio		19.46	17.91	14.55
Operating Ratio		102.18	109.82	110.03
Debt Service Coverage Ratio		1.11	1.06	1.66
Days Cash On Hand Ratio		104.68	77.49	35.46

Provider Name: Mennonite Brethren Homes, Inc.**Historical Monthly Service Fees** (Average Fee and Change Percentage)

Residence/Service [Year]	2019	%	2020	%	2021	%	2022	%
Studio								
One Bedroom	775	8.00	791	2.00	807	2.00	839	4.00
Cottage/House	839	8.00	856	2.00	873	2.00	908	4.00
Assisted Living	125	5.00	128	2.00	131	2.00	136	4.00
Skilled Living	282	3.00	288	2.00	291	1.00	303	4.00
Special Care	282	3.00	288	2.00	291	1.00	303	4.00

Comments from Provider:**Financial Ratio Formulas****Long-Term Debt to Total Assets Ratio**

$$\frac{\text{Long Term Debt, less Current portion}}{\text{Total Assets}}$$

Operating Ratio

$$\frac{\text{Total Operating Expenses - Depreciation Expense - Amortization Expense}}{\text{Total Operating Revenues - Amortization of Deferred Revenue}}$$

Debt Service Coverage Ratio

$$\frac{\text{Total Excess of Revenues Over Expenses} + \text{Interest, Depreciation, and Amortization Expenses} + \text{Amortization of Deferred Revenue} + \text{Net Proceeds from Entrance Fees}}{\text{Annual Debt Service}}$$

Days Cash On Hand Ratio

$$\frac{\text{Unrestricted Current Cash \& Investments} + \text{Unrestricted Non-Current Cash and Investments}}{(\text{Operating Expenses - Depreciation - Amortization})/365}$$

NOTE: These formulas are also used by the Continuing Care Accreditation Commission. For each formula, that organization also publishes annual median figures for certain continuing care retirement communities.

CCRC Ratios	2020	2021	2022	Debt to Asset Ratio	2022	
Revenues	15,843,064	15,113,288	15,659,664			
Exclude: Amortization of Entrance Fee Income	(899,250)	(1,021,195)	(795,092)	LT debt, less current portion	2,220,000	
Income from Ongoing Operations	14,943,814	14,092,093	14,864,572	Total assets	15,260,360	14.55%
Operating Expenses	16,151,550	16,421,348	17,261,240	Operating Ratio		
Exclude: Depreciation	(849,924)	(870,393)	(905,538)	Total Operating Expenses Less Depreciation	16,355,702	
Exclude: Interest Expense	(32,739)	(72,368)	(117,469)	Total Operating Revenues Less Amortization of Deferred Revenue	14,864,572	110.03%
Operating Expenses	15,268,887	15,478,587	16,238,233			
Net Income from Operations	(325,073)	(1,386,494)	(1,373,661)	Debt Service Coverage Ratio		
Less: Interest Expense	(32,739)	(72,368)	(117,469)	Total excess of revenue over expenses	(1,427,852)	
Plus Contributions	341,405	145,323	137,761	Plus: Interest	117,469	
Plus Non operating income (expenses)	3,504	2,136,642	35,963	Plus: Depreciation	905,538	
Total other income		2,281,965	173,724	Plus Amort of Deferred Revenue	795,092	
Net income (loss) before EF and Depreciation	(12,903)	823,103	(1,317,406)	Plus Net Proceeds from EF	749,706	
Net Cash Flow from EF	1,038,960	798,458	749,706	Annual Debt Service	685,000	1.66
Debt to Asset Ratio	19.46	17.91%	14.55%	Days Cash on Hand Ratio		
Operating Ratio	102.18	109.84%	110.03%	Unrestricted Current Cash	1,588,950	
Debt Service Ratio	1.11	1.06	1.66	Plus Unrestricted Non-current cash		
Days Cash on Hand Ratio	104.68	77.49	35.46	(Operating Expenses less Depreciation)	44,810	
				divided by 365		35.46

Net cash flow from entrance fees

Deposits
Less refunds

FS lines on stmt of cash flows:

Deferred revenue from accommodation fees 1,123,700
Refund of accommodation fees (373,994)
749,706

Description of secured debt

All info same as last year except for outstanding balance

Outstanding Bal

Per Stmt of Financial Position
Current maturities of bonds payable 685,000
Bonds payable, less current portion and deferred financing costs 2,091,893
2,776,893

FORM 7-1
REPORT ON CCRC MONTHLY SERVICE FEES

	RESIDENTIAL LIVING	ASSISTED LIVING	SKILLED NURSING
[1] Monthly Service Fees at beginning of reporting period; (indicate range, if applicable)	839.00 per month	138.00 per day	303.00 per day
[2] Indicate percentage of increase in fees imposed during reporting period; (indicate range, if applicable)	4.00%	4.00%	4.00%

Provider comment: Rates are increased on 01/01/22 and not at other times during the year.

Check here if monthly service fees at this community were not increased during the reporting period. (If you checked this box, please skip down to the bottom of this form and specify the names of the provider and community.)

[3] Indicate the date the fee increase was implemented: 2/1/2022
(If more than 1 increase was implemented, indicate the dates for each increase.)

[4] Check each of the appropriate boxes:

☒ Each fee increase is based on the provider's projected costs, prior year per capita costs, and economic indicators.

☒ All affected residents were given written notice of this fee increase at least 30 days prior to its implementation.

Date of Notice: 12/28/21 **Method of Notice:** USPS and hand delivery

☒ At least 30 days prior to the increase in monthly service fees, the designated representative of the provider convened a meeting that all residents were invited to attend.

Date of Meeting:

☒ At the meeting with residents, the provider discussed and explained the reasons for the increase, the basis for determining the amount of the increase, and the data used for calculating the increase.

☒ The Provider distributed the documents to all residents by [Optional - check all that apply]:
Emailed the documents to those residents for whom the provider had email addresses on file

☒ Placed hard copies in resident cubby

☒ Placed hard copies at designated locations

☒ Provided hard copies to residents upon request, and/or

☒ Other: USPS

Date of Notice: 12/28/21

☒ The provider provided residents with at least 14 days advance notice of each meeting held to discuss the fee increases.

Date of Notice:

☒ The governing body of the provider, or the designated representative of the provider posted the notice of, and the agenda for, the meeting in a conspicuous place in the community at least 14 days prior to the meeting.

Date of Posting: 12/28/2021 **Location of Posting:** RCC Main Lobby

☒ Providers evaluated the effectiveness of consultations during the annual budget planning process at a minimum of every two years by the continuing care retirement community administration. The evaluation, including any policies adopted relating to cooperation with residents was made available to the resident association or its governing body, or, if neither exists, to a committee of residents at least 14 days prior to the next semiannual meeting of residents and the Provider's governing body and posted a copy of that evaluation in a conspicuous location at each facility.

Date of Posting: **Location of Posting:**

[5] ☒ On an attached page, provide a concise explanation for the increase in monthly service fees including the amount of the increase and compliance with the Health and Safety Code

Provider: **Community:**

PROVIDER: Mennonite Brethren Homes, Inc.

COMMUNITY: Palm Village Retirement Community



Report on CCRC Monthly Service Fees for 2022
Explanation of the Increase in Monthly Service Fees

Fee increases for Residential Living averaged 4%, Assisted Living averaged 4%, and Skilled Nursing averaged 4%. Cost of living increased by 5.9% as represented by social security adjustment for 2022. The fee adjustments were due to increases in the following expense areas: cost of labor, insurance, food, general supplies, utilities, capital improvements. Any excess in the rate increase was used to build reserves.

Form 7-1 Attachment Monthly Care Fee Increase

[NOTE: The provider must include a narrative with this attachment to explain how they complied with the Health and Safety Code. Below is an example how the monthly care fee increase was determined in conjunction with the narrative using projected costs. This attachment does not address "Per Capita Costs" but could partly incorporate elements of "Economic Indicators" into the function of projecting future costs.]

FORM 7-1 MONTHLY CARE FEE INCREASE (MCFI)
ANNUAL REPORTING FISCAL YEAR (F/Y) 2022

Dollar Amounts in Thousands

Line	Fiscal Years	2020	2021	2022
1	F/Y 2020 Operating Expenses ¹	(16,225)		
2	F/Y 2021 Operating Expenses ² (Adjustments if any, Explained Below)		(16,418)	
3	Projected F/Y 2022 Results of Operations (Adjustments Explained Below)			13,479
4	F/Y 2022 Anticipated MCF Revenue ² Based on Current and Projected Occupancy and Other ⁴ without a MCFI			1,271
5	Projected F/Y 2022 (Net) Operating Results ² without a MCFI (Line 3 plus Line 4)			14,750
6	Projected F/Y 2022 Anticipated Revenue Based on Current and Projected Occupancy and Other with MCFI 4.0%			1,322
7	Grand Total - Projected FY 2022 Net Operating Activity After 4.00% MCFI (Line 3 plus Line 6)			14,801

Adjustments Explained:

Line 3 Results of Operations

Total projected operating revenue	14,497
Projected non-operating income	253
Total projected operating revenue and non-operating income	14,750
Less: Total operating exp	14,469
Total projected income (loss)	281

Monthly Care Fee Increase: 4.00%