

# *Continuing Care Retirement Communities*

**A Guide Book for the New Jersey Consumer**



**State of New Jersey**  
Chris Christie, *Governor*

**Department of Community Affairs**  
Lori Grifa, *Acting Commissioner*

Additional copies of this booklet may be obtained by writing to:

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# *Table of Contents*

Letter from the Commissioner	1
Introduction	3
Continuing Care Retirement Community (CCRC)	4
The Regulation of Continuing Care Retirement Communities	5
Certificate of Authority	6
Continuing Care	7
Types of Plans	
Amenities	
Continuing Care At Home	
Finding Information About a Specific CCRC	
Providers	10
Management of CCRCs	
Financial Considerations	11
NJ Requires a CCRC to Disclose Important Information	
Costs Related to CCRCs	12
Application Fee	
Entrance Fee	
Monthly Service Fee	
Contracts	14
Non-Binding Reservation	
Application for Admission	
Residence and Care Agreement	
Mandated Contract Contents	
Ending a Contract with a CCRC	
Final Note to Consumer	17
APPENDIX I - List of New Jersey Certified CCRCs	18
APPENDIX II - Consumer Check List	22
APPENDIX III - Contract Check List	25
APPENDIX IV - Management/Provider Check List	28
APPENDIX V - Financial Considerations	30
APPENDIX VI - Glossary	31
APPENDIX VII - Resources	35
APPENDIX VIII - Additional Reading References	39
APPENDIX IX - Listing By Counties	40

**G R E E T I N G S   F R O M**

# Governor Jon S. Corzine and Commissioner Joseph V. Doria, Jr.

With more than 1.2 million seniors living in New Jersey, our need for a variety of residence and care alternatives grows. Continuing Care Retirement Communities (CCRCs) offer quality residential, social and health care services, and are an option to consider for independent living.


CCRCs offer a combination of living accommodations and care geared toward the specific needs of residents. As the need for care increases, so do the services.

In an effort to protect consumers, the Department of Community Affairs (DCA) is entrusted with the authority of regulating CCRCs in New Jersey. This guidebook was created to assist individuals who are thinking about moving into one of these facilities. Inside is a list of certified facilities and an overview of housing options, commonly used contracts, fees and refund policies, as well as the financial obligations shouldered by the facilities' management.

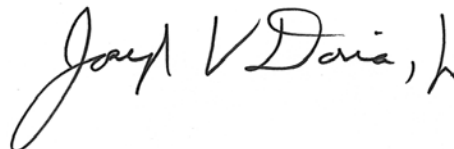
This booklet also contains a checklist that you can use to compare facilities and suggests important questions to ask about the contract, management and operations of a CCRC facility. The checklist is another great tool that can be used to help consumers make an informed choice before signing a Residence and Care Agreement with a provider.

We hope you find this guide helpful in your search for a quality home that suits all of your unique needs.

With regards,



Jon S. Corzine  
*Governor*



Joseph V. Doria, Jr.  
*Commissioner*



# *Introduction*

New Jersey senior citizens are an ever increasing segment of the New Jersey population. The New Jersey Division of Labor Market and Demographic Research has estimated that by the year 2010 New Jersey's population age 65 years and older will be 1,216,200. In a publication entitled "Aging into the 21st Century" the Administration on Aging states that nationally there are currently over 3 million Americans over 85. The agency predicts that this number is expected to reach over 8 million by 2030 and over 18 million by the year 2050. New Jersey can anticipate at least a proportionate share of that prediction.

The common belief that most older Americans require or are living in nursing homes is inaccurate. Many elderly people live independently in the community. Their residence may be a home they own or the home of a family member or friend.

Many senior citizens are enjoying good physical and mental health and are interested in maintaining an active social life. Some credit for the increase in elderly independence can be attributed to the advancement of geriatric medicine. Much of the credit, however, should go to these people themselves for their awareness and practice of good health habits before they reached retirement age, better preparation for retirement, and the emergence of groups that foster communication among senior citizens and advocate their needs to the public and elected officials.

While many senior citizens remain in their homes or in the homes of family and friends, others want or need living arrangements which offer additional services and a guarantee of long-term care. Some older Americans wish to enjoy retirement but no longer wish to care for a large home. Others, living on a fixed income, want to move to a maintenance-free home at an affordable cost. Listed here are six housing options available to senior citizens of New Jersey.

1. Senior Citizen Rental/Subsidized Apartments
2. Residential Hotels/Congregate Housing
3. Residential Health Care Facilities regulated by the Department of Health
4. Board and Care Homes, Sheltered Housing Adult Care Homes, regulated by the Department of Community Affairs
5. Adult Retirement Villages/Communities regulated by the Planned Real Estate Development Section within the Department of Community Affairs
6. Continuing Care Retirement Communities regulated by the Continuing Care Retirement Community Section within the Department of Community Affairs.

This guide book is designed to assist the New Jersey consumer who is looking at the sixth option, Continuing Care Retirement Communities.

## **Continuing Care Retirement Community (CCRC)**

It may help to begin with a definition of a Continuing Care Retirement Community and note the distinctions between a CCRC and another somewhat similar arrangement, an Adult Retirement Community.

A Continuing Care Retirement Community, sometimes referred to as a “lifecare” community, is dedicated to the older adult, usually 55 years and older. One distinguishing characteristic of a CCRC is the combination of living accommodations and a “continuum of care” (described on page 7), including provisions for health care. A second distinguishing characteristic is in the content of the contract between a resident and a CCRC. A contract with a CCRC is an agreement to purchase service and the right to live in a specific place; it is not an agreement to lease or purchase property. Finally, and perhaps most importantly, the level of service provided by a CCRC can increase as the resident ages and the resident’s needs increase.

The American Association of Homes for the Aging defines a CCRC as:

An organization that provides housing, services, and health care (including long-term care), to people of retirement age. The community must provide increasing levels of care that meet the needs of individual residents, beginning with independent living and providing a variety of health and nursing care services. It offers a contract based on an entry fee that guarantees shelter and access to various health care services, whether these are pre-funded or on a fee-for-service basis.

In return for an entrance fee and a monthly service fee, a CCRC resident can receive continuing care for the remainder of a lifetime if the resident desires, and if the resident meets the health and financial requirements of the facility.

The Department of Community Affairs issues a Certificate of Authority to CCRC facilities which comply with the State law and regulations that govern CCRCs.

Remember that a Certificate of Authority from the state should not be considered an endorsement by the State of New Jersey.

Another form of retirement community which is sometimes confused with a CCRC is an Adult Retirement Community (ARC). Like a CCRC, an Adult Retirement Community is a planned development which accommodates the older adult, usually age 55 and over. Unlike a CCRC however, in an ARC, an individual can either purchase or rent the living unit, and there is no provision for health care.

Adult Retirement Communities are not regulated by the CCRC law or regulations; they are, however, regulated by the Planned Real Estate Development (PRED) Section of the Department of Community Affairs. For more information on Adult Retirement Communities, contact the PRED staff at (609) 984-7574, or write the New Jersey Department of Community Affairs, Division of Codes and Standards, PRED Section, P. O. Box 805, Trenton, NJ 08625.



# **The Regulation of Continuing Care Retirement Communities**

Since 1987, the State of New Jersey has regulated Continuing Care Retirement Communities. New Jersey's regulation of CCRCs seeks to protect consumers by strengthening the long-term financial stability of CCRCs, and by requiring CCRCs to disclose a wide range of important information to the consumer before any money is spent or any contract is signed.

The New Jersey law calling for regulation, known as the Continuing Care Retirement Community Regulation and Financial Disclosure Act (N.J.S.A. 52:27D-330 et seq.), requires those who own or run a CCRC (also known as "providers") to register their facility with the State and prepare a Disclosure Statement describing their services, financial stability, fees and other contract terms. Copies of the Disclosure Statement are available from a provider to anyone who is considering living in a CCRC. Potential consumers should telephone, write or visit a CCRC to obtain a copy of its Disclosure Statement before signing any contract or agreement.

By enacting this law, the State of New Jersey recognized the need to protect senior citizens and their families from the tragic consequences that can result when a CCRC provider becomes insolvent or unable to offer responsible care. Protecting a senior citizen in this case is especially important because contracting with a CCRC often leads to the expenditure of much or all of a senior citizen's life savings.

If a provider complies with all the provisions of the Act, the Department of Community Affairs provides a Certificate of Authority to the CCRC.

Under the Act, only those facilities that fulfill the CCRC criteria described within the Act will be eligible for certification. Once certified, the CCRC will be monitored by the Department on a regular basis.

To see that the law is carried out, the State of New Jersey adopted regulations, known as the Continuing Care Retirement Community Regulation and Financial Disclosure Act Regulations (N.J.A.C. 5:19-1.1 et seq.).

The Division of Housing and Development, now known as the Division of Codes and Standards, in the Department of Community Affairs, was chosen to administer and enforce these regulations. Within the Division, the Continuing Care Retirement Community Section of the Bureau of Homeowner Protection has been given responsibility for enforcement of the regulations.

The CCRC Staff is available to answer any questions you may have after reading this guide book. Members of the CCRC staff may be reached by calling (609) 633-3888 or writing to: the N.J. Department of Community Affairs, Division of Codes and Standards, Bureau of Homeowner Protection, CCRC Section, P. O. Box 805, Trenton, NJ 08625-0805.

## **Certificate of Authority (C.O.A.)**

The Department of Community Affairs will issue a Certificate of Authority to CCRC facilities that have demonstrated compliance with the regulations. This certification should not be considered an endorsement of the CCRC facility, but instead, as an affirmative determination that all of the following requirements of the regulations have been met satisfactorily:

1. The provider can fulfill its obligations under the Continuing Care Agreement if the resident complies with the terms of the offer.
2. There is reasonable assurance that all proposed improvements can be completed as represented.
3. The provider, its officers and/or principals have not been convicted of a crime in this State, the United States, or foreign country within the past 10 years, the seriousness of which, in the opinion of the Department, warrants the denial of certification.
4. The provider, its officers and/or principals have not been subject to any permanent injunction or final administrative order restraining a false or misleading plan involving a facility disposition, the seriousness of which, in the opinion of the Department, warrants the denial of certification.
5. The Disclosure Statement requirements have been satisfied.

A Certificate of Authority will be issued only to the CCRCs that have complied with all the regulations and whose facilities fulfill the characteristics of a CCRC specified in the regulations, a summary of which is as follows:

1. A facility that offers living accommodations and health care through an agreement in a contractual form;
2. A facility that offers a continuum of care (continuing care) to senior citizens of New Jersey for a period greater than one year, or for the duration of the resident's life if he/she so desires;
3. A facility where one enters into a contractual agreement for services rather than a contract to purchase or lease real estate;
4. A facility in which the continuum of care combines independent living accommodations with the provisions for health care and social services, as well as the assurance of access to assisted and long term care;
5. A facility that offers this care in return for an entrance fee and a monthly service fee; and
6. A facility whose entrance fee is not less than twelve (12) times the monthly service fee.

# Continuing Care

The phrase “a continuum of care” (continuing care) means that the care provided by a CCRC will progress or increase as the needs of the individual resident increase.

The following components of continuing care are described in detail in the Disclosure Statement and contract of a regulated CCRC. Potential residents should find out which of these components are available and the specific details related to how a particular CCRC defines, manages and charges for these components. This information should be available in the Disclosure Statement, the contract and any brochures the CCRC may publish. Telephone, write or visit a CCRC you are considering to request this information. A list of CCRCs is included in this book beginning on page 18.

A.. Independent Living — A living unit chosen by the resident for his or her exclusive use in which the resident can live and function independently.

B. Assisted Living/Personal Care — Should a resident require assistance and/or supervision with one or more activities of daily living, then, depending on the facility and the degree of care needed, assistance to a resident may be given in a variety of settings. Possibilities include:

1. Assistance in the resident’s living unit;
2. Transfer to a residential health care unit which is located within the community and which has been licensed by the New Jersey Department of Health;
3. Transfer to a designated supervised unit specifically reserved by the provider for assisted living within the community.

\*Assisted Living facilities are licensed by the Department of Health.

C. Long Term Care/Nursing Home — When a resident can no longer function independently and requires constant supervision or care, that care will be provided in a long term care facility, commonly known as a nursing home, which has been licensed by the New Jersey Department of Health.

## Types of Plans Through Which Continuing Care Is Offered

Continuing Care Retirement Communities regulated by the Act differ from other retirement communities in that they assure access to specified health care services, including long term care, should the need arise. Continuing care offered by CCRCs may include all the components described above. However, the contract of a CCRC facility must be read carefully to determine under which conditions that care will be provided.

A CCRC will offer continuing care through a variety of contract plans which can be divided into three basic types:

A. The All-Inclusive Plan - The fees in this plan pay for shelter, residential services and amenities, and long term nursing care as needed at no additional cost, except for adjustments of operating costs due to inflation. There are some slight variations among facilities, but, generally, in an All-Inclusive plan the health care costs are paid through all of the fees paid to the facility by all of the residents, regardless of individual resident needs.

B. The Modified Plan - This plan also includes shelter, residential services, and amenities. However, this plan covers only a portion of health care offered, usually for a specified time in the long-term facility (nursing home). After the specified time, the resident who needs the care pays for it at an additional charge, or the resident will pay for the health care at a fee which is less than the fee charged to non-residents.

C. Fee-for-Service Plan - This plan usually includes shelter, residential services and amenities, and sometimes emergency health care. It usually guarantees access to long-term care, but the resident who receives care will pay for it as an additional cost.

Monthly fees vary according to the type of plan, size of the living unit, number of occupants, and number of services included in the contract.

## **Amenities**

CCRCs offer the New Jersey senior resident a community life style as well as an assurance of access to long-term health care. You may find that CCRCs offer a variety of services and amenities to residents, all available without ever needing to leave the community. Amenities and services to look for in brochures and contracts include:

A. Useful services and facilities, such as an activities director for apartment residents and health care residents, auditorium, carports or garages, chapel and chaplain, craft room and craft programs, exercise room and instructor, game room, garden plots, golf course/putting green, greenhouse, guest accommodations, hiking or walking trails, library, resident council, swimming pool, tennis courts, woodworking or metal shop.

B. Professional health services, such as dentist's office, pharmacy, physician's office, and resident nurse's office on site

C. Commercial services, such as a bank, barber/beauty shop, cable television, coffee shop,

## **Continuing Care At Home**

“Continuing care at home” means the provision of nursing, medical or other health related services at the members’ home or another location pursuant to a care agreement effective for the life of the member or for a period greater than one year, including mutually terminable contracts and in consideration of the payment of an entrance fee with or without other periodic charges. The care contract must guarantee housing with a higher level of care, if and when required by the health condition of the member. An individual who is provided continuing care is one who is not related by consanguinity or affinity to the person who provides the care.

This is an alternative program for receiving continuing care in New Jersey in accordance with the Continuing Care Retirement Community Regulation and Financial Disclosure Act (N.J.S.A. 52:27D-330 et seq.). Under the “at home” program, individuals (designated as members), enter into a care contract with a certified provider to receive continuing care in their own residences.

In addition to providing nursing, medical and other health related services in the home of the member, the care agreement guarantees housing in an assisted living or long term care facility for the reception of lifelong health care services when required. The “at home” program is designed to permit members to remain independent and age in place in the comfort and privacy of the member’s own home. It is often a more affordable means of receiving lifelong health care services.

## **Finding Information About A Specific CCRC**

Each certified CCRC publishes a Disclosure Statement and a brochure describing its services and amenities. However, if you are seriously considering a CCRC as a housing alternative, you should be aware that the regulations stipulate that:

1. Because a potential resident will be expending a substantial sum of money in the form of an entrance fee and a monthly service fee, and entering into a legally binding contract, a potential resident must be well informed as to the services and benefits that will be provided;
2. This information must be presented to the potential resident in the form of a Disclosure Statement, which includes the contract to be signed;
3. The Disclosure Statement must be written in plain English and in language understandable to the potential resident; and
4. The resident must receive the Disclosure Statement before any contract is signed.

All the topics discussed in this Guide Book must be explained in the Disclosure Statement specific to each certified CCRC. You, your family, as well as your legal and financial advisors, should carefully review the Disclosure Statement of the CCRC you are investigating. Never hesitate to call the facility to clarify any questions.

## **Providers**

A provider, according to the Act, is a person or group of people who undertakes the responsibility to provide continuing care in a facility. A provider of a CCRC may be an individual, a corporation, a partnership, or some other legal entity entering into a business venture to provide continuing care. The business venture may be designed as a profit or a non-profit organization. It may or may not be affiliated with a religious group, a fraternal group, or some other community organization.

The provider makes available a choice of living units for occupancy for as long as the resident can function independently. The resident is paying for the right to occupy a particular unit and receive contracted services, including access to long term care, instead of purchasing or renting the unit.

### **Management of CCRCs**

A provider may choose to employ an administrator or an executive director to oversee the daily operation of a CCRC. Another option of the provider is to engage a management company to operate and manage the facility. However, the ultimate responsibility for the CCRC and its residents rests with the provider.

Most providers also select a Board of Directors/Trustees who will assist in setting policies, making decisions, and developing short and long term goals for the operation of a CCRC. If a Board of Directors exists, a list of their names and business addresses will be found in the Disclosure Statement. Some facilities also list them in their advertising brochure.

As a joint effort, the provider and the Board of Directors should develop a mission statement or philosophy that expresses why the community exists, whom it will serve, and how it will operate. It is the mission statement or philosophy that guides the development of policies, goals, and the decision-making process.

One of the most important features of a CCRC is how well it is run. The administration and operation of a CCRC affects not only the quality of care offered, but also its long term financial stability.

Who manages a CCRC must be clearly defined in the Disclosure Statement and may also be included in any advertising information distributed by the CCRC you are investigating. You and your adviser should examine the information, and, if possible, visit the facility, meet the administrator or his or her representative, and speak to several residents.

## **FINANCIAL CONSIDERATIONS**

Continuing Care in a community setting requires a major financial investment by both the resident and the provider. For the resident or potential resident, contracting with a CCRC can involve spending most or all of a life time of savings. For the provider, the delivery of promised services over the length of residents' contracts requires sound financial and actuarial management.

To help you explore the financial questions you should ask before contracting with a CCRC, this section discusses information about the finances of the CCRC itself that the management must present to you before you sign a contract. This section also discusses information about the types of expenses you are likely to have if you apply to or contract with a CCRC.

### **New Jersey Requires CCRCs To Disclose Important Information To Consumers Before Any Contract Is Signed**

To make sure important information about the financial condition of a provider is available to the consumer, New Jersey's regulations mandate that each CCRC prepare and make available to consumers a Disclosure Statement.

This Disclosure Statement includes the provider's certified financial statement, which contains the income and expense statements and the balance sheets of the facility. In addition, the Disclosure Statement must provide information regarding the financial security provisions undertaken by the provider to continue operations. Such provisions should include escrow accounts, reserve funds, the manner in which funds will be invested, and who will make the decisions for investing this money.

In the case of a new or planned CCRC that is not yet operating, statements reflecting projections of this financial information must be available in the Disclosure Statement.

All of this information will assist you in judging the financial stability of a CCRC. It is advisable that you, your legal adviser and your financial adviser carefully review and fully understand this information before you sign any contract.

## **Costs Related To CCRCs**

There are three fees involved in contracting with a CCRC — the application fee, entrance fee, and monthly service fee.

Please note that there is a relationship between the size of the entrance fee and whether or not a facility is regulated under the CCRC Act. Only those CCRCs charging an entrance fee 12 times greater than the monthly service fee are regulated by this Act. Facilities charging a lesser entrance fee are not regulated by the CCRC Act. You, the consumer, should investigate whether or not the facility is regulated and which department of State government has jurisdiction over the facility.

### **Application Fee**

An application fee, sometimes referred to as a processing fee, is the first cost you may incur when considering CCRC housing. You should expect to pay this fee when applying for admission to a CCRC that has obtained a Certificate of Authority.

The provider may charge an application fee, separate from the entrance fee and monthly service fee, to cover the cost of processing an individual's application to enter a CCRC facility.

The regulations stipulate that the application fee may not be greater than \$500 unless the provider can demonstrate that the actual cost exceeds \$500.

Application fees are not always refundable. You, the consumer, should be informed whether or not your application fee is refundable before submitting an application.

### **Entrance Fee**

An entrance fee is defined by the Act as a one-time lump sum of money paid to a provider for the occupancy of an independent living unit chosen by you, the resident, and for the provision of health care. Entrance fees vary from facility to facility, based on the type of living unit chosen, the number of occupants, the services offered, and the provisions for the refund of fees. Entrance fees to CCRCs with a permanent refund policy are generally higher than the entrance fee of a facility offering a declining refund policy.

The provider must specify clearly in the contract and the Disclosure Statement the amenities and services that will be provided in return for the entrance fee, as well as conditions for the refund of the entrance fee.

### **Monthly Service Fee**

The monthly service fee is a charge that residents pay the provider in return for the services



identified in the contract. This monthly service fee varies from facility to facility.

Factors which influence the monthly service fee are the size of the unit, the number of occupants, the type of plan offered, and the types and number of services included in the basic monthly fee.

The Disclosure Statement and the contract must describe in detail which services are included with the monthly service fee and which services are available for additional fees.

Because the monthly service fee is subject to inflation, increases in the monthly service fee should be expected. The Disclosure Statement must provide you with an explanation of the method by which fees will be adjusted. When dealing with a CCRC that has been operating for some time, you may request to see the percent of increase which has occurred over the past five years. If the CCRC is not yet operating or has been operating only a short time, and the provider or parent organization runs other CCRCs, you may examine the percentage of change in monthly fees that has occurred in those facilities.

The regulations mandate that once residency has been established, the provider must give the resident a 30 day advance written notice before changing the monthly fee or services.

To help you study and compare CCRCs, this Guide Book includes a service check list (see Appendix II, beginning on page 22). Use the checklist to identify which services are and are not included in fees at one or more CCRCs. Then use the checklist to compare costs and services of the CCRCs you are investigating.

# Contracts

A contract is a promise or set of promises, the performance of which the law recognizes as a duty, and for breach of which the law gives a remedy.

You can expect to complete three types of documents when dealing with a CCRC: (1) a Non-Binding Reservation, (2) an Application for Admission to CCRC, and (3) a Residence and Care Agreement.

## **Non-Binding Reservation (NBR)**

This document is used by providers who are in the development stage or who are adding additional units to an existing facility. The NBR allows a potential resident to reserve a living unit in a specific CCRC, for a period of time, in return for a monetary deposit not to exceed 10% of the expected entrance fee. This deposit, with or without interest depending on the agreement, is totally refundable at any time at the request of the potential resident. The Non-Binding Reservation is effective for one year or until a Certificate of Authority is issued by the Department of Community Affairs. An application/processing fee may not be assessed when entering into a non-binding agreement.

The potential resident who has signed an NBR will be notified by the provider when the CCRC facility has been issued a Certificate of Authority. At that point, the potential resident will be asked to enter into a binding contract – the Residence and Care Agreement – within a specific period of time. When signed by both parties – the provider and the potential resident – this document becomes legally binding. At this time a provider may charge an application fee, and a Disclosure Statement must be provided if it has not yet been received by the potential resident. If the potential resident decides not to execute the Residence and Care Agreement, the provider will cancel the NBR and refund the entire deposit.

## **Application For Admission**

The Application form is a personal profile of the potential resident's finances and health. The provider determines eligibility for admission from the information provided. Costs incurred by the provider to process this information constitute the application fee.

An application or processing fee may be charged when applying to a certified CCRC before entering into an agreement. The application fee cannot exceed \$500 unless the provider can demonstrate that his cost for processing the application exceeds \$500.

## **Residence And Care Agreement (R&C AGREEMENT)**

A Residence and Care Agreement, once signed by the potential resident and the provider, is a legally binding document. The R&C Agreement is the contract between the resident and the provider, and must contain all of the terms regarding housing and care to which both parties agree.

Only facilities that have obtained a Certificate of Authority may offer a Residence and Care Agreement.

Before you sign a Residence and Care Agreement or contract, the CCRC must provide you with a certified Disclosure Statement, including a copy of the agreement.

## **Mandated Contract Contents**

The regulations mandate specific contents which must be found in a CCRC binding contract (R&C Agreement) to protect both the consumer and the provider.

To highlight a few, the regulations stipulate that a contract shall:

- Be written in plain English and in language understandable by a lay person; be reasonable and not impose undue restrictions or hardships upon the resident;
- Specify clearly what benefits and services the resident will receive in return for the entrance fee and monthly service fee, and which services will be provided for additional fees;
  - Specify the length of time for which the contract will be in effect;
- Define the conditions which will enable the resident to continue as a member of the community and/or cancel the contract;
- Define conditions of refundability of deposits, entrance fees, and application fees.

As a potential resident, you should expect to find a lengthy contract clearly defining not only the few points highlighted above, but all of the conditions required to ensure your expenditure for lifetime living accommodations and health care.

Remember that many CCRCs offer more than one type of contract, with different benefit plans offered in return for different entrance fees and monthly service fees. For this reason, it is essential that before signing any contract you review the contract with a lawyer, financial planner or both. These professionals should be able to explain all components of a contract, clarify questions, and advise you.

## **Ending A Contract With A CCRC**

You should also know that it is possible, under some circumstances, to end your contract with a CCRC. One way to do this is a rescission of the contract. Another way is through cancellation of the contract. Both options are described here.

### **Rescission**

Once the legally binding Residence and Care Agreement has been signed, you, the resident, have an additional 30 days to examine the contract with your family and your legal and financial planners. You have the right to cancel a contract without penalty within 30 days after signing the contract. This means that the provider must refund to you any money paid toward the entrance fee with or without interest. However, the provider has the right to retain the application fee.

## **Cancellation**

After the 30 day rescission period you may cancel the contract at any time, before or after occupancy of a unit within the CCRC. The provisions for cancellation must be clearly defined in the R&C Agreement you have signed. The Act stipulates that after residency has been established, either party — the resident or the provider — may cancel the contract upon giving at least 60 days notice. The provisions for refund of entrance fees upon cancellation are specific to each provider. For this reason you should review the contract with a lawyer, a financial planner, or both, before you sign any contract.

In summary, when thinking about contracts it is important to note that an NBR is not binding on you, the consumer, and it may be cancelled at any time with or without cause. The NBR does bind the provider unless the provider withdraws or discontinues the project. However, a Residence and Care Agreement is a binding contract, and if the resident does not cancel within the 30 day rescission period, the provider has the right to impose a penalty, which should be clearly defined in the contract.

## **A Final Note To The Consumer**

This Guide Book has provided you with a general overview of Continuing Care Retirement Communities. If you are considering a CCRC as a housing choice, please review information from this book, as well as all questions you have about life in a Continuing Care Retirement Community, with a financial adviser and a legal adviser before signing any contract.

Finally, if you make the decision to enter a contract with a CCRC, it is advisable that you consider the additional points listed below.

1. Enlist the services of your legal adviser to develop a last will and testament.
2. In a legal document, name the person to whom you would want to grant durable power of attorney for making your decisions should a medical condition make you unable to do so.
3. Indicate your preferences on the use of extraordinary measures to sustain life so that your preferred legal guardian may act accordingly.

We hope that you use this Guide Book not just as a source of information but as a source of questions you want to ask before contracting with a Continuing Care Retirement Community. Use this book to work with family, friends and your financial and legal advisers to make an informed decision when considering housing in a Continuing Care Retirement Community.













## APPENDIX II

### CONSUMER CHECK LIST

Listed below are a variety of services and amenities which may be offered by CCRCs. If you cannot identify an item in the material supplied to you by the facility, ask the CCRC representative about it. When comparing costs of CCRC's entrance fees and monthly service fees, check off which services are included in the basic fees, which services are available for additional fees and which services are not available. The variation of the services offered should be reflected in the variety of fees charged.

**KEY:**    **A** = Included in basic fee  
               **B** = Available for additional fee  
               **C** = Not Available

#### Accommodations

- Living Unit - (description and cost) \_\_\_\_\_

	A	B	C	Comments
<b>Utilities</b>				
- Heat				
- Air Conditioning				
- Electricity				
- Water/Sewer charge				
- Real estate tax				
<b>Telephone</b>				
- Service				
- Outlet only				
<b>T.V.</b>				
- T.V. Antenna				
- Cable Outlet				
- Cable Service				
<b>Meals</b>				
- Number of meals included in M.S.F.				
- Additional meals				
- Dining room (buffet/waiter service)				
- Tray service when approved by M.D.				
- Prescribed diets				
- Guest meals				
<b>Housekeeping</b>				
- Light housekeeping				
How often?				
- Heavy housekeeping				
How often?				
- What duties do they include?				

	A	B	C	Comments
<b>Laundry</b>				
- Bed linen (S)Supplied/(L)Laundered				
How often				
- Laundry facilities				
- Other laundry service				
<b>Maintenance and Repairs</b>				
- Electrical				
- Plumbing				
- Custodial				
- Exterior of Living Unit				
- Lawn and Snow Removal				
- Trash Removal				
<b>Security</b>				
- Emergency alert system in living unit				
- 24 Hour Response				
Who Responds?				
- Fire and smoke alarms				
- Sprinkler system				
- Security at entrance				
- Security on duty 24 hours				
<b>Transportation</b>				
- To local areas, shopping centers				
- Emergency ambulance service				
- To physician's office visits				
- Vehicle equipped for handicapped individual				
<b>Social Activities</b>				
- Activities Director				
- Social				
- Cultural				
- Educational				
- Spiritual				
- Recreational				
<b>Parking</b>				
- (A)Assigned/(NA)Not Assigned				
- Garage available				
- Guest Parking				
- Carports				
<b>Health Related Services</b>				
- Medical Director				
- Physician care				
- Consulting physician				
- Physician office on site				
- Annual or routine physical exam				
- X-ray and laboratory facilities				
- Personal Care Unit				

	A	B	C	Comments
- Residential Health Care Unit				
- Long term care unit				
- Assistance with bathing and dressing in living unit				
- Prescription medicines				
- Psychiatric therapy/consultations				
- Physical therapy				
- Occupational therapy				
- Social services				
- 24 hour nursing services				
- Nursing visits to living unit				
- Physician visits to living unit				
Amenities	On-Site			
	Yes	No		
- Alzheimer's or related diseases unit				
- Auditorium				
- Bank				
- Barber/Beauty shop				
- Chapel/Chaplain				
- Coffee shop/Snack bar				
- Craft rooms and programs				
- Dentist office on site				
- Exercise room and program				
- Game room				
- Garden plots				
- Golf course/putting green				
- Greenhouse				
- Guest accommodations				
- Hiking and Walking Trails				
- Library				
- Lounges				
- Pharmacy				
- Postal service (stamps/packages, etc.)				
- Private dining room/catering				
- Resident council				
- Storage space (outside of unit)				
- Store for gifts, food, sundries				
- Swimming pool (indoor or outdoor)				
- Tennis courts				
- Washer/dryer in units				
- Woodworking or metal shops				
<b>Other</b>				
- Burial arrangements				
- Are there any other costs not listed?				
- Are there any other services not listed?				
Other Services Not Listed				
Refund Policies				

## **APPENDIX III**

### **Contract Check List**

Below is a list of questions, answers to which should be found in the Disclosure Statement and Contract. If the answers cannot be found by you, or are not clear, ask the CCRC Representative to clarify those points for you.

- Has the CCRC received a Certificate of Authority from the Department of Community Affairs?
- Has the CCRC received Certification to solicit Non-Binding Reservations?
- What type of document is being presented for your signature?
  - Non-Binding Reservation?
  - Residence and Care Agreement?
  - Application for Admission?
- What is the effective length of time of the contract?
- What financial assets must you demonstrate in order to qualify for entry into this CCRC?
- What type insurance policies, if any, are required as an admission prerequisite?
- What physical conditions will qualify or disqualify a person for residency at this CCRC?
- Will an additional fee be charged if a potential resident has a pre-existing medical condition?
  - If so, how is the fee determined?
  - Who makes the determination?
- What is the minimum age required for admission? Are any exceptions made?
- What percentage of the entrance fee is required as a deposit when signing a Non-Binding Reservation? A Residence and Care Agreement?
  - When is the balance due?
- Under what conditions may you cancel your contract?
  - How may you do this?
- If you cancel your reservation or contract, will your money be refunded with or without interest?
- Are the conditions for the cancellation and refund of deposits, entrance fees, and application/processing fee clearly defined?

- For the rescission period, 30 days immediately after signing the contract?
  - After 30 days but prior to taking occupancy of your unit?
  - For each contracted individual?
  - When a resident terminates or leaves the facility?
  - When a resident is permanently placed in the long term facility?
  - When the death of a resident occurs in the living unit?
    - In the long term care unit?
  - Is the payment of the refund conditioned by the resale of your vacated living unit?
- Does your contract describe conditions of residency and adjustments in the entrance fee/monthly service fee when:
    - resident marries another resident?
    - resident marries a non-resident?
    - a spouse dies?
- What is the total cost of the entrance fee?
    - The monthly service fee?
    - The Application fee?
    - Are the costs for single and double occupancy clear?
- What amenities are included in the entrance fee?
- What services are included in the monthly service fee?
  - Are there additional fees?
  - What is the length of time services are provided?
  - How will you be notified of a change in Service?
- When a resident can no longer live independently is the resident and/or the family included in the decision to transfer out of the living unit?
- If the resident is incapacitated and cannot participate in the making of decisions is the family consulted before or after the transfer is made?
- How long will a living unit be held when a resident is transferred to:
    - the Assisted-living area?
    - the Long-term care facility?
- If there are two residents in one living unit, what happens to the remaining resident when:
    - one is transferred permanently to the long term care facility?
    - one resident expires?
- Under what conditions will the independent living unit be reassigned by the provider?
- How may a resident continue to live in a CCRC if he/she develops financial difficulties and is unable to pay the monthly service fee?

- Under what circumstances may a provider remove the resident or terminate the contract?
- Under those circumstances, will the resident be due a refund?
- Does the resident have the right to contest this decision? How?
- Will the monthly service fee change when a resident is permanently assigned to:
  - the Long-term facility?
  - the Assisted-care facility?
- May the resident have overnight guests in the:
  - Living Unit?
  - How long are guests permitted to stay in the living unit?
  - If not, are there other accommodations for overnight guests?
  - What costs are involved, if any, for overnight guests?



## **APPENDIX IV**

### **Management/Provider Check List**

The Act and the Regulations mandate that the management provide the potential resident with full disclosure of the financial obligations of the facility and the provisions that have been undertaken by the provider to assure continued operation of the facility.

Below is a list of questions regarding the management and the operation of a CCRC. Answers to these questions should give you information to assess the financial stability of a CCRC.

#### **Provider**

- Who is the owner/Provider of the CCRC?
- Is the Provider a non-profit or a for-profit corporation?
- Is the Provider affiliated with any other group?
- To what financial obligations is the Provider committed?
- Who determines policies?
- Who makes the management decisions that govern the CCRC?
- Do residents share or have an input in the management decisions?
  - If so, how?
  - Does the CCRC have a residents' council formed and functioning?
- Who develops short- and long-range plans for the CCRC?
  - The Provider alone?
  - A Board of Directors/Trustees?
- If a Board of Trustees exists, who are the members?
- Is a list of the Board Members' business affiliations, addresses, and experiences made available to you?

#### **Management/Operation Of CCRC**

- Is the CCRC administrator or his/her representative available to meet with you?
- Is the administrator employed by the Provider or has the provider contracted with a management company to operate the facility?

- What kind of experience has the administrator/management company had in the operation of a CCRC?
- Does the CCRC have a handbook on “Rules and Regulations” for residents available for you to review?
- Is the residential health care facility and/or the long-term facility licensed by the New Jersey Department of Health?
- Are the latest inspection reports available for you to review, if you so wish?
- May you visit with the residents and ask them questions about the CCRC?
- Does the CCRC have written policies on admission requirements that you may review?
- What has the occupancy rate been over the last 1 - 5 years?

## **APPENDIX V**

### **Financial Considerations**

- Is the most recent audited financial report of the CCRC available for you to review with your financial adviser?
- Is a yearly financial report made available to residents?
- Has a liquid reserve account been established?
  - Where?
- Under what circumstances may the reserve money be released for use?
- Is your entrance fee deposit being held in an escrow account?
  - Where?
  - When and how can it be released to the provider?
- At what rate has the monthly service fee been increased over the last 1 - 5 years?

*It is important for you to know the answers to the above questions in order to evaluate the long-term viability of the CCRC based on the business experiences of the Provider and members of the Board of Trustees.*

*Before making a decision, go over all material with a qualified consultant to be assured that the CCRC demonstrates the financial resources and competence to meet your needs.*

## APPENDIX V I

### Glossary

**DEFINITIONS:** The following words and terms, extracted from the “Act”, shall have the following meanings when used in the contents of this guide book.

**“Act”** means the Continuing Care Retirement Community Regulation and Financial Disclosure Act (P.L. 1986, Chapter 103, N.J.S.A. 52:27D-330 e seq.), together with any amendatory or supplementary acts.

**“Application fee”** means the fee an individual is charged, in addition to an entrance fee or any other fee, to cover the provider’s reasonable cost for processing the individual’s application to become a resident at the facility. Application fees shall not exceed \$500 unless the provider can demonstrate that the actual cost of processing exceeds \$500.

**“Continuing care”** means the provision of lodging and nursing, medical or other health related services at the same or another location to an individual pursuant to an agreement effective for the life of the individual or for a period greater than one year, including mutually terminable contracts, and in consideration of the payment of an entrance fee with or without other periodic charges. An individual who is provided continuing care is one who is not related by consanguinity or affinity to the person who provides the care.

**“Continuing care at home”** means the provision of nursing, medical or other health related services at the members’ home or another location pursuant to a care agreement effective for the life of the member or for a period greater than one year, including mutually terminable contracts and in consideration of the payment of an entrance fee with or without other periodic charges. The care contract must guarantee housing with a higher level of care, if and when required by the health condition of the member. An individual who is provided continuing care is one who is not related by consanguinity or affinity to the person who provides the care.

**“Department”** means the Department of Community Affairs.

**“Entrance fee”** means a transfer to a provider of a sum of money or other property made or promised to be made as full or partial consideration for acceptance of a specified person as a resident in a facility, and includes a fee that is refundable upon the death, departure or option of the resident.

1. A fee which is less than the sum of the regular periodic charges for one year of residency is not considered an entrance fee for the purpose of the Act. A transfer of a sum of money or other property, by or on behalf of a resident, to a trust account that is managed by the facility or an independent trustee for the benefit of the resident is not considered an entrance fee for the purposes of the Act if the transfer is not a condition of admission or of continued stay and the principal amount and any interest thereon are the exclusive and sole property of the resident or the individual acting on behalf of the resident.

**“Facility”** means the place or places in which a person undertakes to provide continuing care to an individual.

**“Living unit”** means a room, apartment, cottage or other area within a facility set aside for the exclusive use or control of one person or of persons constituting a household unit.

**“Member”** means a person entitled to receive continuing care at home.

**“Operator or administrator”** means a person who operates or manages a facility for the provider.

**“Provider”** means a person who undertakes to provide continuing care in a facility or in the private residence of a member.

**“Resident”** means a person entitled to receive continuing care in a facility.

**“State”** means the State of New Jersey.

*The following definitions are usually accepted definitions when referring to statements describing continuing care as used in this Guide Book.*

**Activities of daily living** - are those activities normally performed by individuals which include bathing, dressing, eating, walking, toileting, and getting in and out of bed or chairs.

**Assisted Care Units/Personal Care Units** - are sheltered/specified units where assistance with activities of daily living is provided by support staff.

**Available at a charge** - means services for which residents pay an additional fee. This may also be referred to as a fee-for-service.

**Included in fees** - means services that are covered by the basic monthly service fee without an additional charge.

**Per diem rate** - is a daily cost charge which is paid by the patients admitted directly to the nursing care facility, who do not hold CCRC contracts; or by CCRC residents who must pay full price for the nursing care they require. This is usually the case in the fee-for-service plan.

**Permanent transfer** - implies that the resident has been moved to a higher level of health care and his/her living unit will be released for resale.

**Temporary transfer** - implies that although the resident has been moved to a higher level of health care, his/her living unit has not been released for resale.

## ***Additional Definitions: Commonly Used Terms***

**Area Agency on Aging (AAA)** - A local (city or county) agency that plans and coordinates various social and health service programs funded under the federal Older Americans Act (OAA) for persons 50 years of age and more. The network of AAA offices consists of more than 600 approved agencies. Call your city or county government for the name, address, and telephone number of the Area Agency on Aging office in your locality.

**Boarding Home (Rooming House)** - Residential accommodation that usually consists of a bedroom/sitting room, private or shared bathroom, and common dining area. This housing is open to persons of all ages.

**Chronic Illness** - An illness marked by long duration or frequent recurrence such as arthritis, diabetes, heart disease, asthma, and hypertension.

**Congregate Housing (Sheltered or Enriched Housing)** - Specially planned, designed and managed multi-unit rental housing, typically with self-contained apartments. Supportive services such as meals, housekeeping, transportation, social and recreational activities are usually provided.

**Co-payment** - The fixed dollar amount that you must pay for specific services under your health insurance plan, while the insurer pays the remaining costs. The copayment amount is set periodically and usually does not vary with the cost of the service.

**Deductible** - The total initial amount that you must pay for services covered under your insurance plan before benefits are paid by the insurer.

**ECHO Housing (Elder Cottage, Granny Flat)** - A self-contained, free-standing, removable living unit occupied by a relative on the same property and adjacent to a single-family home.

**Health Maintenance Organization (HMO)** - An organization that provides a wide range of health care services for a fixed payment made in advance.

**Medicaid** - A federal/state cooperatively funded and state-operated program of health benefits to qualifying low-income persons, established under Title XIX of the Social Security Act. States determine program benefits, eligibility requirements, rates of payment for agencies and institutions that provide services, and methods of administering the program under broad federal guidelines.

**Medicare** - A federal health insurance program for persons age 65 and over who are eligible for Social Security or Railroad Retirement benefits and for some people under 65 who are disabled. Medicare was established under Title XVIII of the Social Security Act. There are two parts: hospital insurance (Part A) which is automatic, and supplementary medical insurance (Part B), covering physician and other services, which is voluntary and requires the payment of a monthly premium.

**Medigap Insurance** - Private health insurance purchased to cover the gaps, and often some additional services, not covered under Medicare.

**Older Americans Act** - Federal legislation enacted in 1965 and since amended to set up a network of state and area agencies on aging to plan, coordinate, and fund local programs of services for persons age 60 or older.

**Out-of-Pocket-Payments** - Costs paid directly by an individual that are exclusive of insurance benefits.

**Reverse Mortgage** - One of the new financial plans designed to enable older homeowners to get cash for the equity in their homes while they continue to occupy them. Money is received in monthly payments or in lump-sum loans. The debt is outstanding for an agreed upon number of years, sometimes until the house is sold.

## **APPENDIX VII**

### **Resources Sources of Information**

NATIONAL ORGANIZATIONS who may be able to provide assistance through their local chapters or their affiliates. Some of these include:

American Association of Homes and Services for the Aging  
2519 Connecticut Avenue, N.W.  
Washington, DC 20008-1520  
(202) 783-2242  
(202-783-2255 (Fax)

American Association of Retired Persons  
601 E Street, N.W.  
Washington, DC 20049  
(202) 434-2277  
(800) 424-3410

American Health Care Association  
1201 L Street, N.W.  
Washington, DC 20005  
(202) 842-4444  
(202) 842-3860 (Fax)

National Association of State Units on Aging  
1201 L Street, N.W.  
Suite 350  
Washington, DC 20005  
(202) 898-2578  
(202) 898-2583 (Fax)

National Council on the Aging, Inc.  
300 D Street, S.W.  
Suite 801  
Washington, DC 20024  
(202) 479-1200  
(202) 479-0735 (Fax)

National Senior Citizens Law Center  
1101 14th Street N.W.  
Suite 400  
Washington, DC 20005  
(202) 289-6976  
(202) 289-7224 (Fax)



NEW JERSEY OFFICES/ORGANIZATIONS that may offer information on Aging issues and housing options

New Jersey State Department of Community Affairs

Division of Codes and Standards  
Planned Real Estate Development  
P. O. Box 805  
Trenton, NJ 08625-0805  
(609) 984-7574

For information on condominiums, co-operatives and age-restricted communities

Landlord/Tenant Information  
P. O. Box 805  
Trenton, NJ 08625-0805  
(609) 292-4174

For Truth-In-Renting booklets describing landlord and tenant rights  
Automated ordering information

Continuing Care Retirement  
Community Section  
P. O. Box 805  
Trenton, NJ 08625-0805  
(609) 984-7574

For information or to discuss problems and/or file a complaint regarding CCRCs

Bureau of Rooming and  
Boarding House Standards  
P. O. Box 804  
Trenton, NJ 08625-0804  
(609) 984-4256

For information or to discuss problems and/or file a complaint regarding Boarding Homes

Bureau of Housing Inspection  
P. O. Box 810  
Trenton, NJ 08625-0810  
(609) 633-6210

For information or to discuss problems and/or file a complaint regarding hotels and multiple dwellings

New Jersey State Department of Health and Senior Services

[www.nj.gov/health](http://www.nj.gov/health)

NJ EASE (toll-free)  
(877) 222-3737

From your home phone, to access your area's Agency on Aging for programs available in your county

Division on Senior Affairs  
P. O. Box 807  
Trenton, NJ 08625-0807  
800-792-8820  
(609) 588-3139

For information and referral to services for the elderly

Office of the Ombudsman for the  
Institutionalized Elderly  
P. O. Box 807  
Trenton, NJ 08625-0808  
(877) 582-6995  
(609) 943-4026

To file a complaint or to obtain  
advocacy services, especially  
relative to allegations of patient abuse

Division of Health Facilities  
Evaluation and Licensing  
P. O. Box 367  
Trenton, NJ 08625-0367  
(800) 367-6543

Information on Health and  
Licensed Health facilities

(800) 792-8820

Medicare Counselling Office

(800) 792-9770

To register a complaint against a  
health care facility

(609) 984-3270

Information on Assisted Living Facilities

(609) 984-8171

To order a copy of the Consumer Guide

#### New Jersey State Department of Human Services

Division of Medical Assistance  
and Health Services  
P. O. Box 712  
Trenton, NJ 08625-0712  
(609) 588-2620

For information on Home Care Programs

New Jersey State Department of Human Services offers a package of community-based services to eligible individuals through the Community Care Program for the Elderly and Disabled (CCPED). The Department also offers full Medicaid benefits to individuals at risk of institutionalization under the Home and Community Based Services for Blind and Disabled Adults and Children Program. For more information call the Office of Home Care Programs or the nearest Medicaid District Office.

## Other Toll-Free (800) Numbers to call

Medicare Information	1-800-462-9306
Social Security	1-800-772-1213
PAAD/Lifeline	1-800-792-9745
For information on prescription and energy assistance	
Legislative Hotline	1-800-792-8630
For information on pending Legislation	
Tax Information Hotline	1-800-451-8788
New Jersey Association of Non-Profit Homes for the Aging (NJANPHA)	(609) 452-1161
13 Roszel Road	
Suite A 104	
Princeton, NJ 08540-6211	

## **APPENDIX VIII**

### **Additional Reading References**

If you find that you want to read more about housing alternatives for older people, the following references may be useful. Each can be found either at your local library or through the organization listed with the publication. Write to the various publishers for their current price lists prior to placing an order.

#### **GENERAL**

- o “AARP Publications & A/V Programs: The Complete Catalog, American Association of Retired Persons, 601 E Street NW, Washington, DC 20049
- o “Truth in Renting - A Guide to the Rights and Responsibilities of Residential Tenants and Landlords in New Jersey” N.J. Department of Community Affairs, Office of Landlord/Tenant Relations, P. O. Box 805, Trenton, NJ 08625-0805
- o “Statewide Benefits for Older Persons” N. J. Department of Health and Senior Services, Senior Affairs, P. O. Box 807, Trenton, NJ 08625-0807, toll free (877) 222-3737
- o Federal Benefits for Older Persons CHIME “Counselling for Health Insurance Medicare Enrollees”, N. J. Department of Health and Senior Services, Senior Affairs, P. O. Box 807, Trenton, NJ 08625-0807, toll free (800) 792-8820
- o “A New Jersey Consumer Guide to Selecting a Nursing Home” New Jersey Department of Health, Division of Health Facilities Evaluation and Licensing, P. O. Box 367, Trenton, NJ 08625-0367

## **APPENDIX IX**

### **State of New Jersey Continuing Care Retirement Communities**

#### **Listing By Counties**

##### **BURLINGTON COUNTY**

The Evergreens  
Medford Leas  
Wiley Christian Retirement Community

##### **CAMDEN COUNTY**

Cadbury  
Cadbury Continuing Care At Home  
Fountains at Cedar Park  
Lions Gate

##### **ESSEX COUNTY**

Crane's Mill  
Winchester Gardens at Ward Homestead

##### **HUDSON COUNTY**

Fritz Reuter Altenheim

##### **MERCER COUNTY**

Meadow Lakes

##### **MIDDLESEX COUNTY**

Monroe Village

##### **MONMOUTH COUNTY**

Applewood Estates  
Navesink House  
Seabrook Village

##### **MORRIS COUNTY**

Franciscan Oaks  
Cedar Crest Village

##### **OCEAN COUNTY**

Crestwood Manor  
Harrogate  
Keswick Pines Manor

##### **PASSAIC COUNTY**

Holland Christian Home

##### **SALEM COUNTY**

Village at Friends Home

##### **SOMERSET COUNTY**

Arbor Glen at Bridgewater  
Fellowship Village  
Stone Bridge at Montgomery

##### **SUSSEX COUNTY**

Bristol Glen

##### **WARREN COUNTY**

House of the Good Shepherd

# **N O T E S**