

CONTINUING CARE RETIREMENT COMMUNITIES (CCRCs)

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



State of New Jersey
Philip D. Murphy, Governor

Department of Community Affairs
Lt. Governor Shelia Y. Oliver, Commissioner

Additional copies of this Guide Book may be obtained at

<http://www.nj.gov/dca/divisions/codes/offices/ccrc.html>

or by writing to:

NJ Department of Community Affairs
Division of Codes and Standards
Bureau of Homeowner Protection
CCRC Section
P.O. Box 805
Trenton, NJ 08625-0805

CCRC Section:

Phone: (609) 984-7574

Fax: (609) 292-2839

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Division of Codes and Standards

Edward M. Smith, Director

Continuing Care Retirement Community Section

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INTRODUCTION

Senior citizens are an ever increasing segment of the New Jersey population. “Aging into the 21st Century”, a publication using current statistics from the U.S. Census Bureau, estimates that there are currently 46.7 million Americans over 65 years old. The New Jersey Division of Labor Market and Demographic Research has estimated that by the year 2030, New Jersey’s population age 65 years or older is expected to reach over 1.9 million.

The common belief that senior citizens require or are living in nursing homes is inaccurate. Whether living in their own home or the home of a family member or friend, many senior citizens live independently in the community. With health awareness campaigns on the rise, more senior citizens are interested in better retirement preparation and maintaining an active social life.

While many senior citizens live independently, some want or need living arrangements which offer additional services and the guarantee of long-term care. Some wish to enjoy retirement and no longer wish to care for a large home. Others, living on a fixed income, want to move to 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 Bureau of Rooming and Boarding House Standards, within the Department of Community Affairs, or 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 (alternatively referred to as “Life Plan Community”¹.) 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 4), 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.

¹ Although all current New Jersey statutes and regulations governing CCRCs refer to them as Continuing Care Retirement Communities (CCRCs), there has been an effort amongst the industry to rebrand the name of Continuing Care Retirement Communities to “Life Plan Communities”. See <http://lifeplancommunity.org/> It’s all in the name: Life. Plan. Community.

“Even as they think about retirement—or, more likely, self-reinvention—the boomers have no intention of retreating. They want to get the most out of every moment, maintaining excellent health while looking forward to new possibilities and planning for the active lives they choose to lead. As senior living communities expand and evolve to accommodate these younger older adults, it’s time to reconsider the Continuing Care Retirement Community (CCRC). Two years ago, LeadingAge formed the NameStorm task force to determine whether and how to evolve the CCRC name and brand. After listening to hundreds of consumers and industry professionals, the task force selected “**Life Plan Community**” as the new category name.”

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. Adult Retirement Communities, however, are 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 (CCRCs). 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 between the consumer and the CCRC.

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 Section Staff is available to answer any questions concerning CCRCs and this guide book. Members of the CCRC Section Staff may be reached by calling (609) 978-7574 or writing to: 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

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:

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 by the CCRC.
3. The provider, its officers and/or principals have not been convicted of a crime in this State, the United States, or a 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 for the purchase or lease of real estate;
4. A facility in which the continuum of care combines independent living accommodations with 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.

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. Potential residents may telephone, write, or visit any CCRC being investigated to request this information. A list of CCRCs is included in this book beginning in Appendix VII on

pages 36 - 40. The following components of continuing care are described in detail in the Disclosure Statement and contract of a regulated CCRC.

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 (ADLs), 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.

(*Note: 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. Many 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 association, 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, postal service, private dining room/catering, store for gifts, food, and sundries.

“BILL OF RIGHTS FOR CONTINUING CARE RETIREMENT COMMUNITY RESIDENTS IN INDEPENDENT LIVING ACT” (N.J.S.A. 52:27D-360. 1, ET SEQ.)

The “Bill of Rights for Continuing Care Retirement Community Residents in Independent Living (CCRC),” pertains to a resident’s entry into a CCRC, occupancy, the transfer from an independent living environment, communication between the facility and the resident, financial issues, and termination of services. The bill also provides for penalties of between \$250 and \$50,000 if a CCRC violates the provisions of the bill.

Residents in a continuing care retirement community have special rights that are guaranteed by law, which include, but not limited to:

- **The right to be treated with dignity and respect.**

- **Residents have the right to be cared for in a manner that enhances quality of life, free from humiliation, harassment, or threats.**
- **The right to be free from physical, sexual, mental or verbal abuse, and financial exploitation.**

These are just a few rights of residents in CCRCs. A more complete list appears on page 42-44 of this Guidebook as Appendix IX. The **NJ Office of the Ombudsman for the Institutionalized Elderly (OOIE)** investigates allegations of abuse and exploitation of people age 60 or over who are living in continuing care retirement community facilities and other long-term health care facilities. Residents may call OOIE, confidentially and toll-free, at 1-877-582-6995 to make a complaint about abuse, neglect, or exploitation.

Government Offices Contact Information:

- **NJ Office of the Ombudsman for the Institutionalized Elderly (OOIE)**

1-877-582-6995

PO Box 852

Trenton, NJ 08625-0852

Email: ombudsperson@ooie.nj.gov

OOIE investigates allegations of abuse and exploitation of people who are age 60 and older, living in nursing homes, other long-term healthcare facilities and continuing care retirement communities.

By law, callers may remain anonymous and our case files are closed to the public. In an emergency, call 911.

- **Adult Protective Services (APS)**

1-800-792-8820

To report incidents or suspected incidents of abuse, neglect, and/or exploitation of a vulnerable adult living in the community (not a long-term care setting), please contact APS.

- **NJ Dept. of Community Affairs**

For concerns about apartment maintenance or fire safety, call the **Bureau of Housing Inspection at 609-633-6225.**

- **Planned Real Estate Development Program**

For information or to file a complaint regarding the disclosure requirements of CCRCs, call the **Planned Real Estate Development Program at 609-984-7574.**

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.

See Appendix VIII at Page 41 for the current list of "CCRC At Home Programs" that have applied for and received a Certificate of Authority from the New Jersey Department of Community Affairs.

OBTAINING INFORMATION FOR A SPECIFIC CCRC

Each certified CCRC publishes a Disclosure Statement and a brochure describing its services and amenities. However, consumers seriously considering a CCRC as a housing alternative 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. A potential resident, along with family members and legal and financial advisors, should carefully review the Disclosure Statement of the CCRC being considered. Never hesitate to call the facility to clarify any questions that may arise.

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 being investigated. The potential resident 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 explore the financial questions potential residents should ask before contracting with a CCRC, this section discusses information about the finances of the CCRC, this section discusses information about the finances of the CCRCs itself that the management must present before a contract can be signed. This section also discusses information about the types of expenses residents are likely to have when applying to or contracting 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 a potential resident in judging the financial stability of a CCRC. It is advisable that potential residents, along with legal and financial advisers, carefully review and fully understand this information before signing any contract.

COSTS RELATED TO CCRCs

There are three fees involved in contracting with a CCRC, namely, 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. Facilities charging a lesser entrance fee are not regulated by the CCRC Act. 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 incurred when considering CCRC housing. This fee is paid 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. The potential resident should be informed whether or not the 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 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 an explanation of the method by which fees will be adjusted. When dealing with a CCRC that has been operating for some time, a request may be made 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, potential residents 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 the potential resident study and compare CCRCs, this Guide Book includes a Consumer Check List (See Appendix I at Page 17), a Contract Check List (See Appendix II at Page 21), and a Management/Provider Check List (See Appendix III at Page 24). Use the check lists 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 being investigated.

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.

A potential resident 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 Resident 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)

The Residence and Care Agreement (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. An R&C Agreement, once signed by the potential resident and the provider, is a legally binding document.

Before the potential resident signs a Residence and Care Agreement or contract, the CCRC must provide 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 for the refund of deposits, entrance fees, and application fees.

A potential resident should expect to find a lengthy contract clearly defining not only the few points highlighted above, but all of the conditions required to ensure the resident's 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 to review any contract with a lawyer, financial planner or both before signing the contract. These professionals should be able to explain all components of a contract, clarify questions, and advise potential residents.

ENDING A CONTRACT WITH A CCRC

It is also important to note that it is possible, under some circumstances, to end a 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, the resident has an additional 30 days to examine the contract with family and legal and financial planners. Potential residents have the right to cancel a contract without penalty within 30 days after signing the contract. This means that the provider must refund 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, the contract may be cancelled at any time before or after occupancy of a unit within the CCRC. The provisions for cancellation must be clearly defined in the signed R&C Agreement. 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, potential residents should review the contract with a lawyer, a financial planner, or both before signing any contract.

In summary, when thinking about contracts it is important to note that an NBR is not binding on 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 a general overview of Continuing Care Retirement Communities. Anyone considering a CCRC as a housing choice please review information from this book, as well as all questions about life in a Continuing Care Retirement Community, with a financial adviser and a legal adviser before signing any contract.

Finally, for potential residents who make the decision to contract with a CCRC, it is advisable to consider these additional matters:

1. Consult with an attorney relative to the creation and execution of a Last Will and Testament.
2. Consult with an attorney relative to the creation and execution of a Power of Attorney, wherein the potential resident appoints a person of choice to act as an attorney-in-fact to make legal decisions on the resident's behalf should he or she be unable to do so.
3. Consult with an attorney relative to the creation and execution of an Advance Directive for Healthcare, wherein the potential resident appoints a person of choice to act as the Healthcare Representative to make medical care decisions on the resident's behalf should he or she be unable to do so.
4. Consult with an attorney relative to the creation and execution of a Living Will, wherein the resident indicates his or her wishes and/or appoints a person to make any decision regarding the continuance or removal of life sustaining treatment.

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

APPENDIX I

CONSUMER CHECKLIST

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 CCRCs' 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)

<u>Utilities</u>	A	B	C	Comments
- Heat				
- Air Conditioning				
- Electricity				
- Water/Sewer charge				
- Real estate tax				
<u>Telephone</u>				
- Service				
- Outlet only				
<u>T.V.</u>				
- T.V. Antenna				
- Cable Outlet				
- Cable Service				
<u>Meals</u>				
- 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				

<u>Housekeeping</u>				
- Light housekeeping				
<i>How often?</i>				
- Heavy housekeeping				
<i>How often?</i>				
- What duties do they include?				
<u>Laundry</u>				
- Bed linen (S)Supplied/(L)Laundered				
<i>How often</i>				
- Laundry facilities				
- Other laundry service				
<u>Maintenance and Repairs</u>				
- Electrical				
- Plumbing				
- Custodial				
- Exterior of Living Unit				
- Lawn and Snow Removal				
- Trash Removal				
<u>Security</u>				
- Emergency alert system in living unit				
- 24 Hour Response				
<i>Who Responds?</i>				
- Fire and smoke alarms				
- Sprinkler system				
- Security at entrance				
- Security on duty 24 hours				
<u>Transportation</u>				
- To local areas, shopping centers				
- Emergency ambulance service				
- To physician's office visits				
- Vehicle equipped for handicapped individual				
<u>Social Activities</u>				
- Activities Director				

- Social				
- Cultural				
- Educational				
- Spiritual				
- Recreational				
<u>Parking</u>				
- (A)Assigned/(NA)Not Assigned				
- Garage available				
- Guest Parking				
- Carports				
<u>Health Related Services</u>				
- Medical Director				
- Physician care				
- Consulting physician				
- Physician office on site				
- Annual or routine physical exam				
- X-ray and laboratory facilities				
- Personal Care Unit				
<u>Health Related Services –cont’d.</u>				
- Residential Health Care Unit				
- Long term care unit				
- Assistance with bathing				
- Prescription medicines				
- Psychiatric therapy/consultations				
- Physical therapy				
- Occupational therapy				
- Social services				
- Speech therapy				
- 24 hour nursing services				
- Nursing visits to living unit				
- Physician visits to living unit				
<u>Amenities</u>				
- 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				
- Elevators				
- 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				
<u>Other</u>				
- Burial arrangements				
- Are there any other costs not listed?				
- Are there any other services not listed?				
- Other Services Not Listed				
- Refund Policies				
- Smoking Allowed?				

APPENDIX II

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 III

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 are 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 IV

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

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 et 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" (ADLs) - 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. For more information see <http://www.state.nj.us/humanservices/doas/home/saaaa.html>

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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. A **reverse mortgage or** home equity conversion mortgage (HECM) is a type of home loan for older homeowners (62 years or older) that requires no monthly mortgage payments. Borrowers are still responsible for property taxes and homeowner's insurance. Reverse mortgages allow owners to access the equity they have built up in their homes and defer payment of the loan until: 1. They decide to sell the home; 2. The owner(s) of the home pass away; or 3. The owner fails to occupy the home for 12 consecutive months. Because there are no required mortgage payments on a reverse mortgage, the interest is added to the loan balance each month. The rising loan balance can eventually grow to exceed the value of the home, particularly in times of declining home values or if the borrower continues to live in the home for many years. However, the borrower (or the borrower's estate) is generally not required to repay any additional loan balance in excess of the value of the home. Any deficiency in the loan balance and proceeds from the sale of the home is typically covered by the FDIC insurance which is required to be obtained at the inception of the loan.

APPENDIX VI

RESOURCES / SOURCES OF INFORMATION

- **Leading Age**

2519 Connecticut Avenue, NW

Washington, D.C. 20008-1520

Email: info@LeadingAge.org

Twitter: [@LeadingAge](https://twitter.com/LeadingAge)

Phone: 202-783-2242

Fax: 202-783-2255

Website: <http://www.leadingage.org/>

- **American Association of Retired Persons (AARP)**

AARP

601 E Street, NW

Washington DC 20049

Phone: Toll-Free Nationwide: 1-888-OUR-AARP (1-888-687-2277)

Toll-Free TTY: 1-877-434-7598

Toll-Free Spanish: 1-877-342-2277

International Calls: +1-202-434-3525

Hours: Monday to Friday: 7 a.m. through 11 p.m. ET

Email: member@aarp.org

Website: <http://www.aarp.org/>

- **American Health Care Association (AHCA)**

AHCA

1201 L Street, N.W.

Washington, DC 20005

Phone: (202) 842-4444

Fax: (202) 842-3860

Email: help@lctrendtracker.com

Website: <https://www.ahcancal.org/Pages/Default.aspx>

- **National Association of States United for Aging and Disabilities (NASUAD)**

NASUAD
1201 15th St. NW
Ste. 350
Washington, DC 20005
Phone: (202) 898-2578
Fax: (202) 898-2583
Email: info@nasuad.org
Website: <http://www.nasuad.org/>

- **National Council on Aging (NCOA)**

NCOA
251 18th Street South
Suite 500
Arlington, VA 22202
Phone: 571-527-3900
Website: <https://www.ncoa.org/>

- **Justice in Aging**

1444 Eye Street
NW Suite 1100
Washington, DC 20005
202-289-6976

3660 Wilshire Boulevard
Suite 718
Los Angeles, CA 90010
213-639-0930

1330 Broadway
Suite 525
Oakland, CA 94612
510-663-1055

Website: <http://www.justiceinaging.org/>

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

- **New Jersey State Department of Community Affairs (DCA)**

- **Division of Codes and Standards**

Planned Real Estate Development
P. O. Box 805
Trenton, NJ 08625-0805

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

- (609) 984-7574
Website <http://www.nj.gov/dca/divisions/codes/offices/pred.html>
 - **Continuing Care Retirement Community Section** For information or to discuss problems and/or file a complaint regarding CCRCs
P. O. Box 805
Trenton, NJ 08625-0805
(609) 984-7574
Website: <http://www.nj.gov/dca/divisions/codes/offices/ccrc.html>
 - **Bureau of Rooming and Boarding House Standards** For information or to discuss problems and/or file a complaint regarding Boarding Homes
P. O. Box 804
Trenton, NJ 08625-0804
(609) 633-6251
(609) 341-3187 Fax
(609) 984-1706 Licensing
Website: <http://www.nj.gov/dca/divisions/codes/offices/roomingboarding.html>
 - **Bureau of Housing Inspection (BHI)** For information or to discuss problems and/or file a complaint regarding hotels and multiple dwellings.
P. O. Box 810
Trenton, NJ 08625-0810
(609) 633-6210
Website: <http://www.nj.gov/dca/divisions/codes/offices/housinginspection.html>
- **New Jersey State Department of Health and Senior Services**
Website: <http://www.state.nj.us/health/>
- **NJ EASE (Easy Access, Single Entry)**
The State of New Jersey initiated the NJ EASE (Easy Access, Single Entry) program to provide easy, local access to a coordinated system of consumer responsive services. By using the State telephone number, individuals or caregivers can receive information on a variety of services designed to foster the independence and dignity of New Jersey citizens in need of assistance.
(toll-free) (877) 222-3737 For information and referral to services for the elderly
From your home phone, to access your area's Agency on Aging for programs available in your county
- **Division of Aging Services**
NJ Department of Human Services
P. O. Box 715
Trenton, NJ 08625-0715

For Medicare counseling and general aging services questions: 1-800-792-8820
For PAAD, Sr. Gold, or Lifeline: 1-800-792-9745
For access to aging services in your county: 1-877-222-3737

Website: <http://www.state.nj.us/humanservices/doas/home/>

- **Office of the Ombudsman for the Institutionalized Elderly**
P.O. Box 852
Trenton, NJ 08625-0852
- To file a complaint or to obtain advocacy services, especially relative to allegations of patient abuse .

For general information call (609) 826-5090 or 1-877-582-6995

To file a complaint call Toll Free Intake Line: 1-877-582-6995

Email: ombudsman@advocate.state.nj.us

Fax: 609-943-3479

Website: <http://www.nj.gov/ooie/>

- **Division of Health Facilities Evaluation and Licensing**
P. O. Box 367
Trenton, NJ 08625-0367
(800) 367-6543
(800) 792-8820 – Medicare Counseling Office
(800) 792-9770 – To register a complaint against a healthcare facility.
- Information on Health and Licensed Health facilities

Website: <http://nj.gov/health/healthfacilities/>

- **New Jersey State Department of Human Services**

Website: <http://www.state.nj.us/humanservices/>

- **Division of Medical Assistance and Health Services**
P. O. Box 712
Trenton, NJ 08625-0712
1-800-356-1561
- For information on Home Care Programs

Website: <http://www.state.nj.us/humanservices/dmahs/home/index.html>

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**

- **Social Security** 1-800-772-1213
- **PAAD** 1-800-792-9745
Pharmaceutical Assistance to the Aged and Disabled
Website: <http://www.state.nj.us/humanservices/doas/services/paad/>

APPENDIX VII

CONTINUING CARE RETIREMENT COMMUNITIES (CCRCs) LISTINGS BY COUNTY

BURLINGTON COUNTY:

- The Evergreens
309 Bridgeboro Road, Moorestown, NJ 08057
Phone: 1-877-590-6566
Website: <http://www.evergreens.org/>
- Medford Leas
One Medford Leas Way, Medford, NJ 08055
Phone: 609-654-3000
Website: <http://www.medfordleas.org/>
- Wiley Christian Retirement Community
99 E. Main Street, Marlton, NJ 08053
Phone: 856-983-0411
Website: <http://www.wileymission.org/index2.html>
- Masonic Village
902 Jacksonville Road, Burlington, NJ 08016
Phone: 609-236-3900
Website: <http://www.njmasonic.org/>

CAMDEN COUNTY

- Premier Cadbury at Cherry Hill
2150 Route 38, Cherry Hill, NJ 08002
Phone: 856-667-4550
Website: <http://www.premiercadbury.com/long-term-care/ltc-rehabilitation>
- Cadbury Continuing Care at Home
2317 Church Road, Cherry Hill, NJ 08002
Phone: 856-667-5756
Website: <http://cadbury.org/at-home/>

- The Fountains at Cedar Parke
114 Hayes Mill Road, Atco, NJ 08004
Phone: 856-753-2000
Website: <http://cedarparke.com/>
- Lions Gate
1110 Laurel Oak Road, Voorhees, NJ 08043
Phone: 856-679-2200
Website: <https://www.lionsgateccrc.org/>

ESSEX COUNTY:

- Crane's Mill
459 Passaic Avenue, West Caldwell, NJ 07006
Phone: 973-276-6700
Website: <http://www.cranesmill.org/>
- Winchester Gardens
333 Elmwood Avenue, Maplewood, NJ 07040
Phone: 973-762-5050
Website: <http://winchestergardens.com/>

HUDSON COUNTY:

- Fritz Reuter Altenheim
3161 Kennedy Boulevard, North Bergen, NJ 07047
Phone: 201-867-3585
Website: <http://www.fritzreuter.com/>

MERCER COUNTY:

- Meadow Lakes
300 Meadow Lakes, East Windsor, NJ 08520
Phone: 609-448-4100
Website: <http://www.meadowlakesonline.org/>

MIDDLESEX COUNTY:

- Monroe Village

One David Brainerd Drive, Jamesburg, NJ 08831
Phone: 732-521-6400
Website: <http://www.monroevillageonline.org/>

MONMOUTH COUNTY:

- Applewood Estates
One Applewood Drive, Freehold, NJ 07728
Phone: 732-303-7400
Website: www.applewood.com
- The Atrium at Navesink Harbor
40 Riverside Avenue, Red Bank, NJ 07701
Phone: 732-842-3400
Website: <http://atriumatnavesink.org/>
- Seabrook Village
3000 Essex Road, Tinton Falls, NJ 07753
Phone: 732-643-2005
Website: <https://www.ericksonliving.com/seabrook>

MORRIS COUNTY

- The Oaks at Denville
19 Pocono Road, Denville, NJ 07834
Phone: 973-586-6000
Website: <http://www.oaksatdenville.org/>
- Cedar Crest Village
1 Cedar Crest Village Drive, Pompton Plains, NJ 07444
Phone: 973-831-3500
Website: <https://www.ericksonliving.com/cedar-crest>

OCEAN COUNTY:

- Crestwood Manor
50 Lacey Road, Whiting, NJ 08759
Phone: 732-849-4900
Website: <http://crestwoodmanoronline.org/>

- Harrogate
400 Locust Street, Lakewood, NJ 08701
Phone: 732-905-7070
Website: <http://www.harrogatelifecare.org/>
- The Pines at Whiting
509 Route 530, Whiting, NJ 08759
Phone: 732-849-0400
Website: <http://www.thepinesatwhiting.org/>

PASSAIC COUNTY:

- Holland Christian Home
151 Graham Avenue, North Haledon, NJ 07508
Phone: 908-595-6500
Website: <http://www.hchnj.org/>

SALEM COUNTY:

- Friends Village at Woodstown
One Friends Drive, Woodstown, NJ 08098
Phone: 856-769-1500
Website: <http://friendsvillage.org/>

SOMERSET COUNTY:

- Arbor Glen at Bridgewater
100 Monroe Street, Bridgewater, NJ 08807
Phone: 908-595-6500
Website: <http://www.arborglen.org/>
- Fellowship Village
8000 Fellowship Road, Basking Ridge, NJ 07920
Phone: 908-580-3800
Website: www.fellowshipseniorliving.org
- Fellowship Village Senior Living at Home
8000 Fellowship Road, Basking Ridge, NJ 07920

Phone: 1-877-392-5813

Website: www.fellowshipseniorliving.org

- Stonebridge at Montgomery
100 Hollinshead Spring Road, Skillman, NJ 08558
Phone: 609-759-3672
Website: <http://www.stonebridgeatmontgomery.org/>

SUSSEX COUNTY:

- Bristol Glen
200 Bristol Glen Drive, Newton, NJ 07860
Phone: 973-831-3500
Website: <https://bristolglen.umcommunities.org/>

UNION COUNTY

- Lantern Hill
535 Mountain Avenue, New Providence, NJ 07974
Phone: 1-800-824-5939
Website: <https://www.ericksonliving.com/lantern-hill>

WARREN COUNTY:

- House of the Good Shepherd
798 Willow Grove Street, Hackettstown, NJ 07840
Phone: 908-684-5900
Website: <https://www.hotgs.org>

APPENDIX VIII

CONTINUING CARE RETIREMENT COMMUNITIES (CCRCs) AT HOME PROGRAMS

- Fellowship Village Senior Living at Home
8000 Fellowship Road, Basking Ridge, NJ 07920
Phone: 1-877-392-5813
Website: www.fellowshipseniorliving.org
- Cadbury Continuing Care at Home
2317 Church Road, Cherry Hill, NJ 08002
Phone: 856-667-5756
Website: <http://cadbury.org/at-home/>

APPENDIX IX

“BILL OF RIGHTS FOR CONTINUING CARE RETIREMENT COMMUNITY RESIDENTS IN INDEPENDENT LIVING ACT” (N.J.S.A. 52:27D-360.1, ET SEQ.)

This is only a summary of your rights under the Bill of Rights for Continuing Care Retirement Community Residents in Independent Living Act (P.L. 2013, c. 167, N.J.S.A. 52:27D-360.1, et seq.). You may have other rights provided under this statute and other state or federal laws.

LIST OF RESIDENTS’ RIGHTS

MEDICAL CARE

- To refuse medication and treatment after you have been informed of the possible consequences of this decision.
- To choose a physician, advanced practice nurse, or physician assistant.
- To view or receive a copy of your own medical record, free of charge.
- To participate, either personally or through a legal representative, in all decisions regarding your own health care.
- To receive, upon request, a complete explanation of your medical condition, any recommended treatment, and the possible benefits or risks involved.
- To execute an advance directive concerning the use of life-sustaining treatment. You may appoint a legal representative with a durable power of attorney to act on your behalf with regard to health care decisions, and you can expect that the provisions of the advance directive will be executed to the fullest extent possible.
- If you are insured by a health maintenance organization (HMO), you have the right to be referred by your primary care physician to the nursing care unit that is part of your facility, provided that the unit has the capacity needed, and that the facility accepts the applicable reimbursement rate. This right also applies to any resident being discharged from a hospital.
- The facility must help you access any Medicare, Medicaid, or other applicable programs.
- To serve or participate in a local, state, or national residents’ association, or other similar organizations, without discrimination or reprisal.
- To retain and exercise all constitutional, civil and legal rights to which you are entitled.
- To be treated with respect, courtesy, consideration and dignity.

FREEDOM FROM ABUSE

- To serve or participate in a local, state, or national residents' association, or other similar organizations, without discrimination or reprisal.
- To retain and exercise all constitutional, civil and legal rights to which you are entitled.
- To be treated with respect, courtesy, consideration and dignity.

DISCHARGES AND TRANSFERS

- To occupy your chosen unit for as long as you can function independently, with or without the assistance of an aide or aides. The following exceptions may apply:
 1. you have violated the continuing care agreement or facility rules;
 2. the facility has cancelled the agreement with sufficient notice and cause; or
 3. the facility decides to raze or cease operating the structure, or the part of it in which your unit is located.
- Any determination that you cannot function independently, with or without the assistance of an aide or aides, shall be made by the facility's Director of Medical Services. The facility shall notify you, in writing, of your appeal rights.
- To receive every service, as contracted in the continuing care agreement executed upon admission, unless waived in writing, with the exception of changes required by state or federal law.

PRIVACY AND SELF DETERMINATION

- To privacy within your unit, except that personnel must be admitted for contracted services or to respond to an emergency or complaint.
- To hire a private caregiver or companion at your expense and responsibility.
- To receive guests and visitors at the facility.
- To allow guests to stay for a reasonable temporary period of time, in a guest apartment or unit in the facility, subject to reasonable policies and procedures.
- To leave and return to your unit at will, providing you inform the facility if you will be temporarily absent overnight, or for a longer period of time. The facility shall notify residents in writing as to whether they will be charged a per diem fee during any such time that they are absent from the facility.

VISITS AND ACTIVITIES

- To receive guests and visitors at the facility.

- To allow guests to stay for a reasonable temporary period of time, in a guest apartment or unit in the facility, subject to reasonable policies and procedures.
- To leave and return to your unit at will, providing you inform the facility if you will be temporarily absent overnight, or for a longer period of time. The facility shall notify residents in writing as to whether they will be charged a per diem fee during any such time that they are absent from the facility.

FINANCES AND CONTRACT ISSUES

- To receive 30-days advance written notice prior to any fee increase.
- To appoint a legal representative with a durable power of attorney to handle financial matters.
- If you request it, the facility must provide you with a fee schedule for any uncovered services before you agree to them.
- The facility shall not modify or reduce the scope of provided services, with the exception of modifications required by state or federal assistance programs, without providing residents with a minimum of 30-days prior notice. You have the right to cancel your continuing care contract with the facility for any reason upon giving 60-days written notice. You will then have a right to a full or partial refund of your entrance fee as provided in your contract or as required by law.
- You have the right to 60-days written notice if the facility wishes to cancel your contract. This right is subject to certain conditions provided by law, including the requirement for “just cause.” You also have the right to challenge the facility’s notice of cancellation by requesting a hearing. You may also have the right to a full or partial refund of your entrance fee, as provided by law.
- You have the right to remain in the facility even if you are experiencing financial difficulties, subject to certain limitations provided by law.
- If you are experiencing financial difficulties, you may investigate thoroughly with the facility any financial assistance which may be available in order to allow you to remain in the facility. The facility must also provide sustaining charitable assistance, subject to certain conditions permitted by law.
- If you vacate the facility and you are entitled to a full or partial refund, the facility must refund your entrance fee, less certain deductions permitted by law.

PROTECTION OF RIGHTS

- To expect the facility to resolve your concerns in a timely manner.
- To express complaints without fear of interference, discharge, or reprisal.
- To contact the **Office of the Ombudsman for the Institutionalized Elderly** or any advocate or agency which provides health, social, legal, or other services to advocate on behalf of residents if you feel that your rights are being violated.
- To request from the facility, and receive without undue delay or cost, a copy of the rights of nursing home, assisted living and continuing care retirement community residents.