



New Horizons at Choate, LLC

New Horizons at Marlborough, LLC

DISCLOSURE OF RIGHTS AND SERVICES

Pursuant to 651 CMR 12.08(3), this Disclosure Statement has been prepared jointly by New Horizons at Choate, LLC and New Horizons at Marlborough, LLC, on behalf of their respective not-for-profit communities, known as New Horizons at Choate (“NHC”), at 21 Warren Avenue, Woburn, MA 01801, and New Horizons at Marlborough (“NHM”), at 400 Hemenway Street, Marlborough, MA 01752 (NHC and NHM referred to hereinafter as “Provider”). Where specified, some of the terms and provisions below apply only to NHC and not to NHM, and vice versa.

1. New Horizons communities are multi-story, brick and concrete senior housing facilities designed by registered architects. Both communities feature handicapped access, elevators, single and double-unit apartments with lockable entry doors and private bathrooms, kitchen facilities, common dining rooms, assembly and activity spaces, and designated parking areas. Access to cooking capacity is provided for all residents. NHC is certified to operate 35 assisted living units, and NHM is certified to operate 90 assisted units.
2. Provider intends to provide housing, meals, light housekeeping, and opportunities for socialization to residents aged 62 and older in order that they may reside in peace and contentment. Provider is not a nursing home as licensed by the commonwealth of Massachusetts and does not at any time directly provide nursing or medical care.
3. Provider recognizes that its residents may require assistance with various daily tasks of a personal or health-related nature and therefore has contracted with a home health care agency to be located on-site in order to accommodate such needs. NHC’s home health care agency is Winchester Home Care (a division of Winchester Hospital) and NHM’s home health care agency is Care Solutions, Inc. (“Care Solutions”). NHC provides for a nurse to be on-site from 8 AM to 5 PM on weekdays, and from 9 AM to 3 PM on weekends. NHM provides for a nurse to be on-site 24-hours a day, to oversee the delivery of services by certified home health aides and to respond to resident emergencies. The nurses are strictly prohibited from providing any skilled nursing care at either community. Certified home health aides are present in direct proportion to the programs of care specified in the Service Plans of the residents. The Resident Service Coordinator (RSC), who may hold nursing or other medical credentials, oversees and directs the activities of all assigned home health aides and support staff. The RSC manages the initial and ongoing assessment of each resident, developing, reviewing, and revising a service plan to meet his or her individualized needs. The RSC evaluates the overall effectiveness and efficiency of the assisted living program.

4. Assisted living residences, by law, may not provide 24-hour skilled nursing care, and therefore are not appropriate for all prospective residents. Residents of assisted living communities are not “monitored” by staff. New Horizons’ emphasis upon supportive independent living means that it is entirely *inappropriate* to ever “guarantee” the safety and/or security of any resident. Individuals seeking a more controlled environment are encouraged to consider a nursing home or other appropriate facility. In the interest of a resident’s continued well-being, Provider may include family members, health care providers, and others in meetings and planning, at the discretion of the executive director and as outlined in the Residence Agreement.
5. A courtesy front desk attendant is on duty 24 hours a day, seven days per week. Building entrance doors are intended to be locked 24 hours a day, with the exception of the main entrance door, which is typically locked at 8:00 PM and unlocked between 5:00 AM and 6:00 AM. Notwithstanding this, New Horizons is a community where residents and guests come and go quite freely. As such, **Provider does not provide security services**. Residents are responsible for keeping apartment entrance doors locked at all times, and for calling 911 or the front desk in the event of any suspicious activity they may observe either inside or outside the building at any time. It is Provider’s policy not to release resident names, phone numbers, suite addresses, or any other personal information, whether requested by phone, in person, or otherwise, unless the requestor is identified by name on the resident’s signed Key Authorization Form. Unless noted on this form, any callers or visitors, including those appearing to provide health related or other services (excluding emergency services), must individually obtain any and all appropriate contact information needed to locate and/or contact a resident at any time.
6. Each resident is required to have a complete physical examination by a physician of his or her choice prior to moving into New Horizons. A standard Physician’s Statement must be completed and submitted to New Horizons prior to move-in, evidencing that the prospective resident is generally in an acceptable state of health to reside at New Horizons and fully capable of self-maintenance in his or her residence, unless arrangements are made for additional services. The Resident Service Coordinator then meets with each prospective resident to determine whether his or her care needs can be appropriately accommodated at New Horizons.
7. Provider’s employees and those of the respective home health care agencies must conduct themselves in a manner that upholds the Resident Bill of Rights, a copy of which is attached hereto. Residents are expected to refrain from behavior that disturbs the quiet enjoyment of others in the community.
8. Residents are not obligated to use the services of the applicable on-site home health care agency and may contract with other third-party providers at any time for the health services that suit their needs and preferences.

9. Residents requiring assistance each day with activities of daily living and for whom Provider coordinates such assistance, are classified as “assisted living residents” and must maintain a Service Plan in accordance with guidelines established by the Commonwealth’s Executive Office of Elder Affairs. At NHC, emergency services are not available for independent living residents through the on-site agency. At NHM, a request by an independent resident for emergency service is typically responded to by a nurse from the on-site home health care agency, and results in a charge of \$55 per visit.

In Woburn, the assisted living program is typically staffed as follows: Resident Service Coordinator: 8:00 AM – 5:00 PM weekdays, 9:00 AM – 3:00 PM weekends, on call and readily available 24 hours per day; One aide: 7:00 AM – 7:00 PM; One aide: 6:00 AM – 2:00 PM; One aide: 6:00 AM – 10:30 AM; One aide: 2:00 PM – 10:00 PM; Two aides: 7:00 PM – 7:00 AM; An administrative assistant is on duty Monday through Friday, from 8:00 AM to 4:00 PM, and a centralized front desk is staffed 24 hours per day, seven days per week. All staff are required to remain awake at all times while on duty.

In Marlborough, the assisted living program is typically staffed as follows: Resident Service Coordinator: 9:00 AM - 5:00 PM and Assistant Resident Service Coordinator: 8:00 AM - 4:00 PM weekdays; Six aides: 6:00 AM - 2:00 PM; One aide 7:00 AM - 3:00 PM; Two aides 2:00 PM - 10:00 PM, One aide 3:00 PM - 9:00 PM; One aide 3:00 PM - 11:00 PM, One aide 4:00 PM - 12:00 AM; Two aides 12:00 AM - 8:00 AM daily. This pattern may adjust to meet the programs of care stated on the Service Plans. Inclusive of the Resident Service Coordinator, a contracted nurse is on-site for emergencies 24 hours every day. An administrative assistant is on duty Monday through Friday, from 7:30 AM to 4:00 PM, and a centralized front desk is staffed 24 hours per day, seven days per week. All staff are required to remain awake at all times while on duty.

10. The Resident Service Plan (attached hereto) is adapted to meet each resident’s individual care and service needs. The service plan is initially created upon admission and reviewed and modified at least every six months, and whenever there is a significant change in the resident’s health status and/or family circumstances. The service plan is signed by the resident or his or her legal/resident representative, and the Resident Service Coordinator.
11. In Woburn, the Resident Service Coordinator, any nurses, certified home health aides, and certified nursing assistants, are trained in cardiopulmonary resuscitation (CPR). If a resident does not have a Do Not Resuscitate (DNR)/Comfort Care order in place, CPR will typically be used at the discretion of the responder, if the resident appears to have stopped breathing, and/or if the heart has stopped beating. In Marlborough, the home health care agency does not provide CPR under any circumstances.

12. **Self-Administered Medication Management (SAMM):** Offered by the on-site home health care agencies, self-administered medication management means initiating the following procedures when reminding each applicable resident to take his or her medication or when prompted by a resident for “as needed” medication: checking the package (cassette, blister pack, etc.) to ensure that the name on the package is that of the resident; reading the name of the medication and directions, and responding to any questions the resident may have regarding the directions on the label; and, for “as needed” medication, reminding the resident of the time and dosage last taken; opening prepackaged medication and/or opening containers/bottles if requested by resident; observing each resident while he or she takes his or her medication; and documenting in writing the observation of the resident’s actions regarding medication. Self-administered medication management shall only be performed by an individual who has completed Personal Care Training as set forth in 651 CMR 12.07(3) or 651 CMR 12.07(6), or a practitioner or nurse licensed in Massachusetts, and only to the extent allowed by laws, regulations and standards governing nursing practice in Massachusetts. Medications must be stored in the resident’s suite (central storage of resident medication is prohibited in an assisted living residence). Provider will provide a refrigerator to store medication in a resident’s suite if refrigeration is required. The agencies’ respective written policies regarding self-administered medication management are attached hereto. NHM offers Limited Medication Administration, NHC does not.
13. **Cost:** Resident shall pay a service fee each month to Provider (“Monthly Service Fee”) in an amount as is then established by Provider (based in part upon the size and location and the number of persons who reside in the Living Accommodation and such other criteria as Provider may establish). Provider may annually adjust the Monthly Service Fee, effective January 1 of each calendar year. In addition, a separate fee for assisted living services is due and payable to Provider by residents in the assisted living program. Resident shall receive at least 30 days’ advance written notice of any increase in the Monthly Service Fee and/or assisted living fees. New Horizons does not currently offer any financial subsidies for residents.
14. **Payment Terms:** On or about the 22nd day of each calendar month, Provider will present an itemized monthly billing statement to the resident, which will typically include: the Monthly Service Fee for the following month; any meal credits to resident for the preceding month, if applicable; all telephone and cable charges, if applicable; any other charges for additional services to resident for services rendered during the preceding month; and any other amounts then due to Provider. The monthly statement is due and payable on or before the *first* day of each next month. Resident shall be obligated to pay the Monthly Service Fee and any other applicable charges each month during the term of the Residence Agreement, notwithstanding the transfer of resident on a temporary basis to a hospital, nursing care or other health care facility. The Residence Agreement may be canceled without penalty at any time

with two months' written notice, or promptly following a resident's passing. More details are included in the Residence Agreement.

15. **Services Offered:** Services included in the Monthly Service Fee are three meals per day, weekly light housekeeping, maintenance and repair, groundskeeping and scheduled group transportation, as set forth in the Residence Agreement. Provider offers several enrichment activities for residents, seven day a week, including bingo, exercise programs, computer classes, movies, wellness presentations, cards, active games, musical performances, religious services, craft classes, off-site trips, book clubs, and writing groups. Activities are typically provided a minimum of four hours per day. Notice shall be given from time to time about additional services that Provider may make available at additional charge, including but not limited to: personal laundry and dry cleaning services; hair salon; limousine service; group travel trips; adult education classes; art; theater; orchestra or lecture series. Charges for these services may be paid in cash or itemized on the monthly statement and are payable with the Monthly Service Fee.
16. **Therapeutic / modified diets:** Provider offers three meals daily to residents, based upon a nutritionally balanced menu reviewed and approved by a registered dietician at least twice annually. In addition to standard menu options, Provider also offers low-fat, low-sodium, and no-sugar-added selections at all meals. At NHC, residents with physician ordered therapeutic diets are required to consume all meals in the assisted living dining room. Residents at NHM requiring therapeutic diets are required to be enrolled in the assisted living program. Fees for required chef, management, and dietician time, as published in the list of available services, may be transferred to the resident, as applicable. Typically, the physician's order will be sent through the resident/family to Provider's food service director (FSD) and dining room managers to assess Provider's ability to accommodate the recommended diet. If Provider is able to accommodate the diet, the FSD will meet with the resident and a consulting registered dietician to develop a corresponding therapeutic diet plan. Additional fees of \$38 per hour for chef/management time, and \$75 per hour for dietician time may be transferred to the resident, as applicable. Residents are always allowed to make their own choices, and neither Provider nor the applicable home health care agency is responsible for ensuring that a resident complies with his or her therapeutic diet at any time.
17. **Limitation of Activities of Daily Living (ADL):**
 - Neither Provider, nor the home health care agencies, provide assistance with feeding.
 - Provider and the home health care agencies are legally precluded from managing uncontrolled incontinence.
18. **Limitation on Behavioral Management:**
 - Neither Provider, nor the home health care agencies, provide behavioral management (e.g. preventing a resident from wandering, enforcing dietary needs, preventing a resident from riding the bus, etc.).

- Neither Provider, nor the home health care agencies, manage combative behavior, including verbal and/or physical abuse toward other residents or staff members.
 - Neither Provider, nor the home health care agencies, manage repeated behavior that disturbs the quiet enjoyment of members of the community.
19. **Services not offered:** Provider does not:
- Serve more than three meals daily.
 - Repair, maintain or replace personal property of residents (including electronics, furniture, pets, plants).
 - Provide nursing, social service or medical care.
 - Provide escorts or assistance to individuals participating in off-site events on New Horizons' bus (arrangements may be made through an off-site agency).
 - NHC does not provide transportation to medical appointments. NHM, however, does provide limited transportation services to medical appointments (drop-off and pick-up services are currently offered Monday-Friday on a set schedule).
20. **Bed Rails:** The Executive Office of Elder Affairs prohibits use of bed rails as a physical restraint in assisted living communities. Bed rails have been found in some cases to increase the incidence of falls or head trauma due to falls and other accidents such as strangulation and entrapment. Information regarding bed rail alternatives may be obtained from a primary care physician.
21. **Instructions to residents for disasters and emergencies:** Provider maintains an Emergency Preparedness Plan and other policies to reasonably ensure continuity of operations during emergencies, including fire, flood, severe weather, and loss of heat, electricity or water services.

In the event the building fire alarm system is activated, the local fire department advises residents should remain in their suites with doors closed or in the common area where they are located at the time of the alarm, unless fire is in the vicinity. This “shelter-in-place” policy requires the fire department (only) to initiate and supervise any evacuation. In the event of a fire or other hazard in a suite, the resident is to immediately vacate, close the door, and proceed to the front lobby, or follow the exit route shown on or near the inside of his/her suite entry door.

Provider maintains generators capable of maintaining common area lighting, minimal suite lighting and elevator power. Cessation of operations may not be necessary even if this back up support fails. The food service department may switch to bottled water and ready-to-serve canned product in the event cooking or refrigeration capacity is compromised due to power loss, and propane fuel is typically maintained to support backup cooking capacity.

In the event fire, catastrophic flood, severe weather or other emergency/disaster forces a cessation of Provider's operations, residents typically must either activate their personal emergency plans for alternate housing, or utilize emergency shelter as directed by the city or state.

22. **Grievance Procedure:** In the event of any complaint arising in connection with a resident's tenancy, management staff will generally be available during normal business hours to any resident wishing to voice a complaint and seeking redress.

Additionally, residents may contact the Assisted Living Ombudsman at any time, with or without prior notification to Provider, in order to address any complaint concerning his or her residency.

Assisted Living Ombudsman
The Executive Office of Elder Affairs
One Ashburton Place, Fifth Floor
Boston, Massachusetts 02108

1-800-AGE INFO (1-800-243-4636), 1-617-727-7750, TDD/tty: 1-800-872-0166

By signing below I declare that I have received, read, and understood this Disclosure of Rights and Services.

**RESIDENT(s) or
LEGAL REPRESENTATIVE of RESIDENT(s)**

**RESIDENT(s) or
LEGAL REPRESENTATIVE of RESIDENT(s)**

Signature

Signature

Print name

Print name

Accepted:

- NEW HORIZONS AT CHOATE, LLC
- NEW HORIZONS AT MARLBOROUGH, LLC

By: _____

Dated: _____