

# **Assisted Living Residence (ALR) Uniform Disclosure: What You Need To Know**

The purpose of this document is to provide you with information about Assisted Living Residences (ALRs). Part I answers some general questions. Part II gives you more specific information.

In addition to the Uniform Disclosure, you will also find a worksheet to help you organize the information you gather to compare different ALRs. Sample questions you may wish to ask when visiting ALRs to determine which might be best for you also are enclosed.

## **Part I - General Information**

### **What is Assisted Living?**

Assisted living promotes aging in place by providing housing and care to people who may need assistance in a home-like setting. ALRs must provide a private bedroom and bath, living space, kitchen capacity and lockable door for each resident. This may differ slightly in Special Care Units for residents with dementia. ALRs are licensed by the Vermont Department of Disabilities, Aging and Independent Living, Division of Licensing and Protection.

### **If I move to an ALR, will I be able to “age in place” or stay here forever?**

The goal is for individuals to age in place. However, there are certain events that may make it necessary for you to move. You may need more care than the ALR can provide or that you can afford. Rate increases may affect whether the ALR is affordable for you.

### **Are there some individuals who require too much care for an ALR?**

Yes. The ALR cannot admit or retain individuals who have an acute illness that requires hospital care. It cannot admit anyone who uses a ventilator or respirator or who needs suctioning, or the assistance of two people to walk or transfer from a bed to a chair. The ALR cannot admit anyone with a stage III or IV decubitus (pressure or non-pressure related) ulcer. If someone’s condition changes and they need this higher level of care (excluding hospital care) after they have been admitted to the ALR, they may remain in place, if the ALR has the capacity to provide the necessary care and agrees to let them stay.

## **What services must the ALR provide?**

All ALRs must offer the following services:

- ✓ Three (3) meals a day, including special diets ordered by a physician
- ✓ Snacks and beverages between meals
- ✓ Transportation - (4 trips/month up to 20 miles for each round trip)
- ✓ Medication assistance and administration
- ✓ Coordinated health care services
- ✓ Nursing overview
- ✓ Assistance with personal care including bathing, dressing, meals/eating, toileting, grooming, walking and transferring from bed to a wheelchair
- ✓ Housekeeping
- ✓ Linen and personal laundry
- ✓ Daily activities program

## **Will ALRs provide additional services?**

That varies from ALR to ALR. Some ALRs offer optional services such as additional housekeeping, internet access, cable TV, WiFi, special outings or assistance paying your bills. The ALR may include these services in their monthly rate or you may have to pay an additional amount for these services. Some ALRs may also provide additional services if your care needs increase. In addition to the services that all ALRs must provide under the law listed above, an ALR will list the services it can provide and the fee, if applicable, on its admission agreement.

## **How much does an ALR cost?**

ALRs set their own rates. Rates will vary from ALR to ALR. They will also vary within each ALR depending on the services that you receive or the size of your unit. ALRs are required to offer consumers different service packages. Generally, ALRs will charge a higher rate for packages that include more services. Even though you agree upon a certain rate when you move into the ALRs, the ALR can increase its rates any time as long as you receive 30 days written notice in advance of the increase (90 days if significant to allowing aging in place).

## **How do I pay for an ALR?**

Generally, people use their income (social security, pension, dividends) or assets (savings, stock, retirement funds) to pay for the ALR. Some ALRs participate in the Medicaid program or in state or federal housing programs. For individuals who qualify, these programs may cover all or a portion of the cost of the ALR.

## **Who staffs the ALR?**

Unlike nursing homes, there is no minimum staffing requirement in an ALR, but the ALR must always have sufficient staff to provide necessary care and maintain a safe and healthy environment. ALRs must have a registered nurse on staff or on contract to consult with other ALR staff about your health concerns and to coordinate and consult with community health care providers. ALRs must also have a person on duty and in charge at all times. If the ALR has more than 15 residents, there must be a staff person awake at all times. Unlike nursing homes, staff that provide personal care to residents do not have to be licensed.

## **How can I be sure that I will receive quality care?**

State regulations require all ALRs to provide quality care. The ALR must work with you to develop and maintain a care plan that assesses your individual care needs. The Division of Licensing and Protection (DLP) conducts annual inspections to ensure that ALRs are providing quality care. DLP will also investigate specific complaints it receives about care and services. The Vermont Long Term Care Ombudsman Project, a special project of Vermont Legal Aid, Inc., and Disability Rights Vermont (DRVT) are also available to help you with any concerns you have about care, services or quality of life in the ALR.

## **Can I be discharged from the ALR or transferred to another unit within the ALR?**

Yes, but only for very specific reasons:

- you do not pay your rental or service charges;
- you are a serious threat to your own safety or the safety of other residents and the threat can not be resolved through the care plan process;
- you need more care than the ALR can provide; or
- you refuse to follow the admission agreement.

You must receive written notice 30 days prior to any discharge from the ALR and 72 hours prior to a transfer within the ALR. You have the right to challenge or appeal the proposed move. The notice will tell you how to do this. If you need assistance contact DLP, LTC Ombudsman or DRVT.

## **What should I do before I sign an ALR admission agreement?**

Be sure to get a copy of the agreement and read it carefully. If you have questions about specific provisions, ask the ALR to explain them to you. If you change any terms of the agreement, be sure that both you and a facility representative initial the change. You may wish to ask a lawyer to review the agreement. You may be eligible for legal services through the Vermont Senior Citizens Law Project. Or, you can get advice from the LTC Ombudsman or your local Area Agency on Aging (only if over 60). Although the Division of Licensing and Protection (DLP) does not require providers to use a specific admission agreement, you should contact DLP if you think the agreement contains any unfair or illegal provisions.

## **Why is the admission agreement so important?**

The admission agreement will determine what services you receive and how much they cost. This contract will have a direct impact on your care and your quality of life. It could determine if you can bring your cat with you, if your son can have a cigarette when he comes to visit or if you can have a glass of wine with your niece when she graduates from college. Transportation limits may require that you choose your trips. For example, whether you will be able to go to church AND your reading group every week. And, it will determine if you can stay at the ALR if your care needs or financial situation change.

### **IMPORTANT TELEPHONE NUMBERS**

<b>Division of Licensing and Protection</b>	<b>(802) 241-0480</b>
<b>Vermont Ombudsman Project</b>	<b>(800) 889-2047</b>
<b>Disability Rights Vermont</b>	<b>(802) 229-1355</b>
<b>Agency on Aging, Senior Help Line</b>	<b>(800) 642-5119</b>
<b>VT Senior Citizens Law Project</b>	<b>(800) 889-2047</b>

**PART II**  
**ASSISTED LIVING RESIDENCE (ALR)**  
**UNIFORM CONSUMER DISCLOSURE STATEMENT**

ALR Name: \_\_\_\_\_

Address: \_\_\_\_\_

Website and/or email: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Number of Units: \_\_\_\_\_

Manager: \_\_\_\_\_

ALR Owner: \_\_\_\_\_

Date this disclosure statement was completed/reviised: \_\_\_\_\_

**A. Policies/Programs. Does the ALR--**

1. Participate in the Assistive Community Care Services (ACCS) program (Medicaid)?  
 Yes    No
2. Limit the number of residents it will retain through ACCS?  
 Yes    No
3. Participate in Enhanced Residential Care (ERC) waiver program (Medicaid)?  
 Yes    No
4. Limit the number of ERC residents?  
 Yes    No
5. Participate in federal or state housing or other subsidy programs?  
 Yes    No
6. Retain residents with care needs beyond scope of mandatory ALR services?  
 Yes    No
7. Require you to disclose personal financial information upon admission?  
 Yes    No
8. Allow smoking?  Yes    No   If yes, are there restrictions? \_\_\_\_\_
9. Allow pets?  Yes    No   If yes, are there restrictions? \_\_\_\_\_
10. Have a dementia or other special unit?  Yes  No, type: \_\_\_\_\_
11. Have any variances from the state for apartment size, building features, etc.?  
 Yes    No   List: \_\_\_\_\_

**B. Additional Charges (For example, Deposits or Fees)**

	<u>Additional Charge?</u>		<u>Refundable?</u>	
1. Application	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. Security/Damage	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3. Cleaning	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4. Pet	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5. Smoking	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6. Keys	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
7. Other	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**C. Pharmacy Services**

1. Does the ALR have a specific arrangement with a pharmacy for obtaining medications?  Yes  No Name of Pharmacy: \_\_\_\_\_

*Note: If the consumer requires medication administration and chooses the ALR's pharmacy, it is included in the basic rate.*

2. If the consumer chooses a different pharmacy and the consumer requires medication administration, is there a charge to arrange for pharmacy services?  
 Yes  No If so, how much? \_\_\_\_\_

**D. Unit or Apartment Rate**

- |                |     |             |            |
|----------------|-----|-------------|------------|
| 1. Efficiency  | N/A | Rate: _____ | Per: _____ |
| 2. One bedroom | N/A | Rate: _____ | Per: _____ |
| 3. Two bedroom | N/A | Rate: _____ | Per: _____ |
| 4. Other       | N/A | Rate: _____ | Per: _____ |

**E. Rates for Services & Packages the ALR MUST Offer**

1. Basic package: Rate: \_\_\_\_\_ Per: \_\_\_\_\_  
2. Tier 1 Package: Rate: \_\_\_\_\_ Per: \_\_\_\_\_

Describe services: \_\_\_\_\_

3. Tier 2 package: Rate: \_\_\_\_\_ Per: \_\_\_\_\_

Describe services: \_\_\_\_\_

