LivingTerms

DOCUMENT REVIEW

Glenwater Assisted Living

Prepared for: Sample Family

Sample Report

1 WHAT YOU'RE PAYING FOR

This is an assisted living Residence and Care Agreement with a month-to-month term. The packet includes the 16-page agreement only. **Appendices A through E were not included**, and many prices are in Appendix A.

ENTRANCE / COMMUNITY FEE

$20,000.00 (one time)

Due when you sign and before move-in. **$500** is never refundable. The rest is refundable only in the two situations described in Checklist item C.

ONGOING MONTHLY COST

$520.12 per day (initial Daily Fee, Resident One)

This is **$235.00** for General Services plus **$285.12** for Care Services. For scale, 30 days at $520.12 is $15,603.60, but the agreement does not state a monthly total. A second-person fee is not listed.

PAYMENT TERMS

Due the 1st of each month

Payment is late on the 6th, with a **$50** late fee plus **10% per year** interest on the unpaid balance. Payment is by check or money order. Partial first months are prorated.

CARE-RELATED COSTS

$0.72 per care point, per day

The care fee equals assessment points times this "Care Point Value." The document does not state the point total. $285.12 ÷ $0.72 works out to 396 points.

HIGHER-CARE COSTS

Not specified in the document

Rates for new Care Services, the Pine Neighborhood Program, and one-on-one care are all "as set forth in Appendix A," which was not provided.

WHAT'S INCLUDED

- Apartment with water, electricity, heat, garbage, and maintenance
- Three meals a day plus daily snacks
- One load of personal laundry and bed/bath linens weekly
- Daily tidying, weekly housekeeping, annual thorough cleaning
- Scheduled transportation to medical, shopping, and similar trips (limited, first-come)
- Emergency call button, smoke detector, and sprinklers
- Care Services based on the resident's assessment (priced through care points)
- Tray service for up to 3 days of temporary illness, or during an outbreak closure of the dining area

WHAT COSTS EXTRA

- Telephone, cable TV, and internet (Appendix A)
- Basic furniture, personal care supplies, extra laundry and housekeeping (Appendix A)
- Special diets, other tray service, and guest meals (Appendix A)
- Unscheduled or out-of-area transportation, and some activities
- Hourly pet services (Appendix A)
- Care beyond what the assessment indicates, and one-on-one supervision (Appendix A)
- Health items the community says it won't furnish or pay for: physician and nursing services, medications, medical supplies, eyeglasses, hearing aids, dentures, and similar
- Move-related costs: fee difference for a pricier apartment, move costs on your own request, damage beyond normal wear, storage, and up to 5 days' per diem on move-out

2 TERMS, EXPLAINED

Term	What it means

Community Fee	A one-time $20,000 payment made before move-in, mostly non-refundable.
Daily Fee	The total per-day charge for the apartment, general services, and care services, billed monthly.
Care Point Value	The $0.72 daily price of each assessment point, multiplied by the resident's points to set the care fee.
Resident Evaluation	The community's points-based assessment of needs, updated annually or after a significant change, which determines the care services and fee.
Pine Neighborhood Program	The program a resident may be asked to transfer to if they develop Alzheimer's or another dementia. The agreement does not otherwise describe it.
Optional Services	Extra-charge services listed in Appendix A, billed monthly on top of the Daily Fee.
Companion	A person hired by the resident or family who may do only non-specialized tasks such as tidying, reading, or snacks, and no hands-on care.

3 THE LIVINGTERMS CHECKLIST

A. Care-Level Changes

VAGUE

The community re-evaluates annually or after a "significant change" in condition, and decides on a different service level "in consultation with" the resident, family, and physician. "Significant change" is not defined, and the Resident Evaluation Form showing point values was not included.

B. Rate-Increase Notice

CLEAR

Changes to the General Services fee, Care Point Value, or Optional Services fees require **30 days' written notice**. If the resident begins receiving different Care Services because of a change in care needs, the new fees apply **immediately**.

C. Community-Fee / Refund Terms

CLEAR

After the $500 non-refundable portion, the balance is refunded in full within 30 days if the pre-move-in assessment finds the community cannot care for the resident. It is also refunded pro-rata, by dividing the amount paid by 90 and multiplying by the days left, if the agreement ends within the first 90 days due to death, hospitalization, or permanent transfer. It is not refundable for any other reason, or at all after day 90.

D. Daily Care Commitments

VAGUE

Care tasks are named (bathing, dressing, medication management, toileting, and others), but the agreement says it does not guarantee "a specific number of minutes or amount of care on any given day." No staffing ratios or response times are stated.

E. Extra / Excluded Costs

VAGUE

Many extra charges are named, but their prices are in Appendix A, which was not uploaded. Prices for the extra services and for the excluded health items are not stated.

F. Referenced Documents / Appendices

MISSING

Not included: Appendix A (fees), B (Pet Addendum), C (Residents' Rights), D (smoking), E (House Rules), the Resident Evaluation Form, the Pine Neighborhood amendment and informed consent form, and the Resident Handbook (which the agreement says was given at move-in).

G. One-On-One Supervision

VAGUE

The trigger is stated: a resident who becomes a danger to self or others and refuses to transfer, when the community decides one-on-one care is necessary. The fee is only "see Appendix A," which was not provided, so the charge cannot be calculated.

H. Termination / Discharge

CLEAR

The resident may leave for any reason with **30 days' written notice**. The community may end the agreement with 30 days' notice for listed reasons, including needs it cannot meet, safety or health endangerment, nonpayment, or closure. It may give less notice for safety or health endangerment, urgent medical needs, or a stay under 30 days.

I. Absence Credits

VAGUE

A credit for food and care applies after more than 14 consecutive days away, starting on day 15. The food credit amount is in Appendix A, which was not provided. The care credit equals "additional care fees, if any."

J. Memory Care / Higher-Care Provisions

VAGUE

A resident who develops dementia "may be asked to transfer" to the Pine Neighborhood Program, which requires signing a separate amendment and informed consent form. The process is not detailed, those forms were not included, and the cost is only "as set forth in Appendix A."

K. Medicare-Related Contract Language

NOT PRESENT

The agreement does not mention Medicare or Medicaid. Its only references to insurance are recommendations for personal-property and liability coverage.

4 OTHER IMPORTANT TERMS

Apartment Substitution

The community may move the resident to another apartment "for any other reasonable purpose," as determined by the General Manager, and the resident "agrees to any such substitution." A pricier apartment means paying the difference in fees.

Private Caregivers And Extra Care

Private caregivers hired by the family may not provide hands-on care. Only community staff may do bathing, dressing, medication assistance, toileting, and transferring. Care beyond the assessment is available for an extra fee.

Fall Risk And Resident Liability

The agreement states that residents are not given one-on-one monitoring unless contracted, and that unpreventable falls and injuries may occur. The resident also accepts responsibility for injury or damage from their own acts or omissions and agrees to hold the community harmless.

Dispute Resolution

Before any legal action, both sides must meet informally and then try non-binding mediation, splitting the mediator's costs equally. Eviction cases and small-claims matters are excluded.

5 QUESTIONS WORTH ASKING

1. Can you provide copies of Appendices A through E, the Resident Evaluation Form, the Pine Neighborhood amendment and informed consent form, and the Resident Handbook, none of which were in this packet?

2. What counts as a "significant change in condition," how are assessment points assigned, and who makes the final decision on a change in service level?

3. Since the agreement does not guarantee a specific amount of care, how do the assessed points translate into the care actually delivered, and what happens if the resident or family disagrees with the points assigned?

4 What is the current price of each Appendix A extra, including special diets, extra laundry and housekeeping, unscheduled transportation, and care beyond the assessment?

5 What is the rate for one-on-one supervision, who decides when it starts and stops, and how is the family notified?

6 What is the daily food credit during an absence of more than 14 days, and how is the "additional care fees" credit calculated?

7 If the resident is asked to move to the Pine Neighborhood Program, what is the process and timeline, what is the daily rate, and what happens if the resident or family does not agree?