

3547

2015-2016 Regular Sessions

I N S E N A T E

February 12, 2015

Introduced by Sen. RANZENHOFER -- read twice and ordered printed, and
when printed to be committed to the Committee on Rules

AN ACT to amend the public health law, in relation to the ability of
continuing care retirement communities to offer seniors additional
service options; and to repeal certain provisions of such law relating
thereto

THE PEOPLE OF THE STATE OF NEW YORK, REPRESENTED IN SENATE AND ASSEM-
BLY, DO ENACT AS FOLLOWS:

1 Section 1. Subdivision 1 of section 4601 of the public health law, as
2 amended by chapter 659 of the laws of 1997, is amended to read as
3 follows:
4 1. "Certificates" or "certificate of authority" shall mean an authori-
5 zation in writing, approved by the council and issued by the commission-
6 er, for an operator to operate a continuing care retirement community
7 and to enter into continuing care retirement contracts AND CONTINUING
8 CARE AT HOME CONTRACTS pertaining to such community.
9 S 2. Subdivision 2-a of section 4601 of the public health law, as
10 amended by chapter 549 of the laws of 2014, is amended to read as
11 follows:
12 2-a. "Continuing care retirement [community] contract" OR "CONTINUING
13 CARE AT HOME CONTRACT" shall mean a single contract to provide a person
14 the services provided by a continuing care retirement community.
15 S 3. Subdivision 2-b of section 4601 of the public health law, as
16 amended by chapter 549 of the laws of 2014, is amended to read as
17 follows:
18 2-b. "Continuing care retirement community" or "community" shall mean
19 a facility or facilities established to provide a comprehensive, cohe-
20 sive living arrangement for the elderly, oriented to the enhancement of
21 the quality of life and which, pursuant to [the terms of the continuing
22 care retirement community] A contract, at a minimum:

EXPLANATION--Matter in *ITALICS* (underscored) is new; matter in brackets
[] is old law to be omitted.

LBD08853-01-5

1 a. FOR CONTINUING CARE RETIREMENT CONTRACTS, provides[, or supports
2 through continuing care at home,] independent living units, and meal
3 plan options. The independent living unit can be made available either
4 through a non-equity arrangement or through an equity arrangement
5 including, but not limited to a cooperative or condominium. For purposes
6 of this article, the purchase price of an independent living unit in an
7 equity arrangement, regardless of the form of the purchase agreement,
8 shall not be considered an entry fee for purposes of calculating reserve
9 liabilities, but shall be considered an entry fee for escrow purposes;

10 b. provides a range of health care and social services, subject to
11 such terms as may be included within the contract, which shall include
12 adult care facility services of an on-site or affiliated adult care
13 facility, and at a minimum, sixty days of prepaid services of an on-site
14 or affiliated nursing facility for residents not receiving services
15 under a fee-for-service contract;

16 c. provides access to health services as defined in the contract,
17 prescription drugs, and rehabilitation services;

18 d. nothing in this article shall eliminate the obligation of a contin-
19 uing care retirement community to provide at least sixty days of prepaid
20 nursing facility services to all residents, with the exception of resi-
21 dents receiving services under the terms of a fee-for-service continuing
22 care contract as defined in this section. The prepaid days must include
23 the first sixty days of nursing facility services, whether or not
24 consecutive, not covered by Title XVIII of the federal social security
25 act; [and]

26 e. communities established under this article and offering fee-for-
27 service continuing care contracts must offer, along with such fee-for-
28 service continuing care contracts, life care and/or continuing care
29 contracts as defined in subdivision eight-a of this section; AND

30 F. COMMUNITIES ESTABLISHED UNDER THIS ARTICLE OFFERING CONTINUING CARE
31 AT HOME CONTRACTS MUST ALSO OFFER CONTINUING CARE RETIREMENT CONTRACTS
32 AND MUST MAINTAIN A CONTINUING CARE RETIREMENT COMMUNITY THAT OPERATES
33 IN SUPPORT OF THE CONTINUING CARE AT HOME CONTRACTS.

34 S 4. Subdivision 3 of section 4601 of the public health law, as
35 amended by chapter 549 of the laws of 2014, is amended to read as
36 follows:

37 3. "Contracts" or "agreements" shall mean continuing care at home or
38 continuing care retirement [community] contracts as defined in this
39 article.

40 S 4-a. Subdivisions 7-a, 7-b and 7-c of section 4601 of the public
41 health law are REPEALED.

42 S 5. Subdivision 6 of section 4601 of the public health law, as
43 amended by chapter 659 of the laws of 1997, is amended to read as
44 follows:

45 6. "Entrance fee" shall mean an initial or deferred transfer to an
46 operator of a sum of money, made or promised to be made by a person or
47 persons entering into a continuing care retirement contract OR CONTINU-
48 ING CARE AT HOME CONTRACT, for the purpose of ensuring services pursuant
49 to such a contract.

50 S 6. Subdivision 8 of section 4601 of the public health law, as
51 amended by chapter 549 of the laws of 2014, is amended to read as
52 follows:

53 8. "Life care contract" shall mean a single continuing care retirement
54 [community] contract or a continuing care at home contract to provide a
55 person, for the duration of such person's life, the services provided by
56 the continuing care retirement community [or the continuing care at home

1 corporation], which services shall include unlimited services of the
2 affiliated community's nursing facility or affiliated nursing home. Such
3 term also shall mean a single continuing care retirement [community]
4 contract to provide a person, for the duration of such person's life,
5 the services provided by the continuing care retirement community under
6 an arrangement in which the costs of the residents' unlimited nursing
7 home or home care services are paid for in whole or in part by a long
8 term care insurance policy approved by the superintendent in accordance
9 with applicable regulations or by long term care insurance or medical
10 assistance payments in accordance with the partnership for long term
11 care program pursuant to the provisions of section three hundred sixty-
12 seven-f of the social services law, section three thousand two hundred
13 twenty-nine of the insurance law and section four thousand six hundred
14 twenty-three of this chapter.

15 S 7. Section 4601 of the public health law is amended by adding a new
16 subdivision 8-b to read as follows:

17 8-B. "CONTINUING CARE AT HOME CONTRACT" SHALL MEAN A SINGLE CONTRACT
18 TO PROVIDE A PERSON WITH LONG TERM CARE SERVICES AND SUPPORTS BASED UPON
19 THE PERSON'S NEEDS AND COORDINATED BY A CASE MANAGER, WHICH SHALL
20 INCLUDE SERVICES PROVIDED TO THE PERSON IN HIS OR HER RESIDENCE AND
21 SERVICES OF THE COMMUNITY'S NURSING FACILITY AND ADULT CARE FACILITY, OR
22 AFFILIATED FACILITIES.

23 S 8. Subdivision 15 of section 4601 of the public health law, as
24 amended by chapter 659 of the laws of 1997, is amended and two new
25 subdivisions 15-a and 15-b are added to read as follows:

26 15. "Resident" shall mean any person who, pursuant to a CONTINUING
27 CARE RETIREMENT CONTRACT OR CONTINUING CARE AT HOME contract, is enti-
28 tled to reside in and/OR receive services from a continuing care retire-
29 ment community.

30 15-A. "ILU RESIDENT" SHALL MEAN A CONTINUING CARE RETIREMENT CONTRACT
31 HOLDER WHO RESIDES IN A LIVING UNIT WITHIN THE CONTINUING CARE RETIRE-
32 MENT COMMUNITY.

33 15-B. "HOME RESIDENT" SHALL MEAN A CONTINUING CARE AT HOME CONTRACT
34 HOLDER WHO RESIDES IN A PRIVATE RESIDENCE OFF OF THE CONTINUING CARE
35 RETIREMENT COMMUNITY CAMPUS.

36 S 9. Paragraphs d and e of subdivision 2 of section 4604 of the public
37 health law, as amended by chapter 549 of the laws of 2014, are amended
38 to read as follows:

39 d. a copy of the proposed forms of contracts to be entered into with
40 residents [of the community or continuing care at home contract hold-
41 ers];

42 e. complete details of any agreements with a licensed insurer, includ-
43 ing copies of proposed contracts, requiring the insurer to assume, whol-
44 ly or in part, the cost of medical or health related services to be
45 provided to a resident [or continuing care at home contract holders]
46 pursuant to a continuing care retirement [community] CONTRACT or contin-
47 uing care at home contract;

48 S 9-a. Subdivision 3 of section 4604 of the public health law, as
49 amended by chapter 659 of the laws of 1997, is amended to read as
50 follows:

51 3. Nothing in this article shall be construed to enlarge, diminish or
52 modify: a social services district's otherwise valid recovery under
53 section three hundred sixty-nine of the social services law, nor medical
54 assistance eligibility under title eleven of article five of the social
55 services law nor applicable provisions of the estates, powers and trusts
56 law. Except as otherwise provided in this article, the activities of

1 continuing care retirement communities shall be subject to any other law
2 governing such activities including but not limited to article twenty-
3 eight of this chapter and article seven of the social services law and
4 regulations promulgated thereunder; provided, however, that the
5 provisions of paragraphs (d) and (e) of subdivision four of section
6 twenty-eight hundred one-a and section twenty-eight hundred two of this
7 chapter shall not apply, and provided that the provisions of paragraph
8 (a) of subdivision one and the provisions of subdivision two of section
9 four hundred sixty-one-b of the social services law with respect to
10 public need and the provisions of subdivision one of section four
11 hundred sixty-one-c of the social services law shall not apply to resi-
12 dents who have been admitted in accordance with a [continuing care
13 retirement community] contract provided that, upon admission to the
14 adult care facility, such residents shall be given a notice which shall
15 include, at a minimum, information regarding facility services, resident
16 responsibilities, supplemental services, resident rights and protections
17 and circumstances that warrant transfer. The number of residential
18 health care facility beds available pursuant to subdivision five of this
19 section, without proof of public need therefor, shall be reduced by the
20 number of residential health care demonstration facility beds that are
21 approved pursuant to this article.

22 S 10. Paragraph c of subdivision 4 of section 4604 of the public
23 health law, as amended by chapter 549 of the laws of 2014, is amended to
24 read as follows:

25 c. the public health and health planning council [under section twen-
26 ty-eight hundred one-a of this chapter] as to the establishment of a
27 skilled nursing facility by the applicant and as to such other facili-
28 ties and services as may require the public health and health planning
29 council's approval of the application; provided, however, that the
30 recommendations of the health systems agency having geographical juris-
31 diction of the area where the continuing care retirement community is
32 located shall not be required with respect to the establishment of an
33 on-site or affiliated residential health care facility to serve resi-
34 dents as part of the continuing care retirement community, for up to the
35 total number of residential health care facility beds provided for in
36 subdivision five of this section in communities statewide;

37 S 11. The public health law is amended by adding a new section 4605-a
38 to read as follows:

39 S 4605-A. CERTIFICATE OF AUTHORITY; AUTHORITY TO OFFER CONTINUING CARE
40 AT HOME CONTRACTS. A CONTINUING CARE RETIREMENT COMMUNITY MAY OFFER
41 CONTINUING CARE AT HOME CONTRACTS UPON APPROVAL BY THE COUNCIL TO AMEND
42 THE CONTINUING CARE RETIREMENT COMMUNITY'S CERTIFICATE OF AUTHORITY. IN
43 ORDER TO QUALIFY FOR AN AMENDMENT TO ITS CERTIFICATE OF AUTHORITY, THE
44 CONTINUING CARE RETIREMENT COMMUNITY SHALL SUBMIT TO THE COMMISSIONER
45 THE FOLLOWING:

46 1. A BUSINESS PLAN TO THE COMMISSIONER AND SUPERINTENDENT THAT
47 INCLUDES THE FOLLOWING:

48 (A) A DESCRIPTION OF THE CONTINUING CARE AT HOME SERVICES THAT WILL BE
49 PROVIDED, THE MARKET THAT WILL BE SERVED BY THE CONTINUING CARE AT HOME
50 CONTRACTS, AND THE FEES TO BE CHARGED TO PROSPECTIVE CONTINUING CARE AT
51 HOME CONTRACT HOLDERS;

52 (B) A COPY OF THE PROPOSED CONTINUING CARE AT HOME CONTRACT; AND

53 (C) AN ACTUARIAL STUDY PREPARED BY AN INDEPENDENT ACTUARY IN ACCORD-
54 ANCE WITH STANDARDS ADOPTED BY THE AMERICAN ACADEMY OF ACTUARIES DEMON-
55 STRATING THE IMPACT THAT THE CONTINUING CARE AT HOME CONTRACTS WILL HAVE
56 ON THE OVERALL OPERATIONS OF THE CONTINUING CARE RETIREMENT COMMUNITY

1 AND FURTHER DEMONSTRATING THAT THE ADDITION OF CONTINUING CARE AT HOME
2 CONTRACTS WILL NOT JEOPARDIZE THE FINANCIAL SOLVENCY OF THE CONTINUING
3 CARE RETIREMENT COMMUNITY.

4 2. A MARKET FEASIBILITY STUDY DEMONSTRATING TO THE COMMISSIONER AND
5 SUPERINTENDENT SUFFICIENT CONSUMER INTEREST IN CONTINUING CARE AT HOME
6 CONTRACTS AND FURTHER DEMONSTRATING THAT THE ADDITION OF CONTINUING CARE
7 AT HOME CONTRACTS WILL NOT HAVE AN ADVERSE IMPACT ON THE PROVISION OF
8 SERVICES TO CONTINUING CARE RETIREMENT CONTRACT HOLDERS.

9 3. MATERIALS THAT MEET ALL REQUIREMENTS ESTABLISHED BY THE NEW YORK
10 STATE DEPARTMENT OF FINANCIAL SERVICES.

11 4. A COPY OF THE NOTIFICATION SENT TO CONTINUING CARE RETIREMENT
12 CONTRACT HOLDERS DESCRIBING THE ANTICIPATED IMPACT OF THE ADDITION OF
13 CONTINUING CARE AT HOME CONTRACTS ON CONTINUING CARE RETIREMENT COMMUNI-
14 TY RESOURCES AND PROOF THAT SUCH NOTIFICATION HAS BEEN DISTRIBUTED TO
15 ALL CONTINUING CARE RETIREMENT CONTRACT HOLDERS.

16 S 12. The public health law is amended by adding a new section 4605-b
17 to read as follows:

18 S 4605-B. CERTIFICATE OF AUTHORITY; LIMITATION ON CONTINUING CARE AT
19 HOME CONTRACTS. THE NUMBER OF CONTINUING CARE AT HOME CONTRACTS APPROVED
20 ON A CERTIFICATE OF AUTHORITY SHALL BE LIMITED TO:

21 1. THE NUMBER OF APPROVED LIVING UNITS ON THE CONTINUING CARE RETIRE-
22 MENT COMMUNITY'S PREMISES THAT ARE INTENDED FOR ILU RESIDENTS, EXCEPT
23 THAT THE COUNCIL MAY APPROVE ADDITIONAL CONTRACTS UPON A SUBMISSION TO
24 THE COMMISSIONER BY AN OPERATOR CONSISTENT WITH THE PROVISIONS SET FORTH
25 IN SECTION FORTY-SIX HUNDRED FIVE-A OF THIS ARTICLE;

26 2. THE DEMONSTRATED NUMBER OF CONTINUING CARE AT HOME CONTRACT HOLDERS
27 THAT CAN BE SUPPORTED IN THE EXISTING OR APPROVED FUTURE CAPACITY OF THE
28 ADULT CARE FACILITY AND SKILLED NURSING FACILITY CONSISTENT WITH THE
29 PROVISIONS SET FORTH IN SECTION FORTY-SIX HUNDRED FIVE-A OF THIS ARTI-
30 CLE; AND

31 3. CONDITIONS SET FORTH BY THE NEW YORK STATE DEPARTMENT OF FINANCIAL
32 SERVICES, BASED UPON THE SUPERINTENDENT'S ASSESSMENT OF THE FOLLOWING:

33 (A) THE OVERALL FINANCIAL IMPACT ON THE COMMUNITY; AND

34 (B) THE SUBMITTED MATERIALS SET FORTH IN SECTION FORTY-SIX HUNDRED
35 FIVE-A OF THIS ARTICLE.

36 S 13. Paragraph a of subdivision 14 of section 4606 of the public
37 health law, as added by chapter 659 of the laws of 1997, is amended to
38 read as follows:

39 a. a brief description of the community, including its name and
40 location and amenities and services, INCLUDING MEAL OPTIONS, available;

41 S 13-a. Paragraph e of subdivision 14 of section 4606 of the public
42 health law is REPEALED, and subdivisions f, g and h, as relettered by
43 chapter 549 of the laws of 2014, are relettered e, f and g.

44 S 14. Subdivision 13 of section 4606 of the public health law, as
45 amended by chapter 549 of the laws of 2014, is amended to read as
46 follows:

47 13. The initial disclosure statement and marketing materials of a
48 continuing care retirement community [and continuing care at home corpo-
49 ration] must clearly include a description of the services offered as
50 part of its contract, including, but not limited to, any limitations on
51 nursing facility services. The initial disclosure statement and market-
52 ing materials of a continuing care retirement community [or continuing
53 care at home corporation] which offers various types of contracts, which
54 may include life care contracts, must clearly differentiate among the
55 various types of contracts which it may offer.

1 S 15. Section 4608 of the public health law, as amended by chapter 549
2 of the laws of 2014, is amended to read as follows:

3 S 4608. [Continuing care retirement community contract] CONTRACTS. A
4 continuing care retirement [community] CONTRACT or continuing care at
5 home contract shall contain all of the following information in no less
6 than twelve point type and in plain language, in addition to any other
7 terms or matter as may be required by regulations adopted by the council
8 and issued by the superintendent[, except when specifically noted]:

9 1. The amount of all money transferred, including, but not limited to,
10 donations, subscriptions, deposits, fees, and any other amounts paid or
11 payable by, or on behalf of, the resident or residents or continuing
12 care at home contract holder or holders;

13 2. A description of all services which are to be furnished by the
14 operator, a description of any fees in addition to the entrance fee and
15 periodic charges provided for in the contract, and the conditions under
16 which the fees may be adjusted, provided that an operator shall not
17 charge any non-refundable application fee to a prospective resident who
18 has paid a non-refundable priority reservation agreement application
19 fee;

20 3. The procedures of the community [or continuing care at home corpo-
21 ration] relating to a resident's or contract holder's failure to pay the
22 required monthly fees;

23 4. A statement of the figures and terms concerning the entry of a
24 spouse to the community and the consequences if the spouse does not meet
25 the requirements for entry;

26 5. A statement of the terms and conditions under which a contract may
27 be cancelled by the operator or by a resident or contract holder and the
28 conditions under which all or any portion of the entrance fee will be
29 refunded by the operator, including the mandatory refund provisions set
30 forth in sections forty-six hundred nine and forty-six hundred ten of
31 this article;

32 6. a. The procedures and conditions under which a resident may be
33 transferred from his or her living unit or home including a statement
34 that, at the time of transfer, the resident will be given the reasons
35 for the transfer; the process by which a transfer decision is made; the
36 persons with the authority to make the decision to transfer; a
37 description of any change in charges to be paid by the resident for
38 services not covered by the contract fees as a result of the transfer;
39 and a statement regarding the disposition of and the right to return to
40 the living unit in cases of temporary and permanent transfers.

41 b. For continuing care retirement [community] contracts, the circum-
42 stances under which a living unit may be considered vacant and eligible
43 for transfer or resale to a new resident, either due to the permanent
44 transfer of a resident to the community's nursing or other specialized
45 facility or due to the permanent transfer of a resident to a hospital or
46 other facility outside of the community; provided, however, that nothing
47 therein shall relieve a community from its obligations to provide or to
48 insure provision of all contractually required care pursuant to the
49 terms of a continuing care retirement contract. Should a resident's
50 chronic condition require placement in a more specialized chronic care
51 facility that provides services beyond those provided through the commu-
52 nity's nursing facility, the liability of the community pursuant to the
53 terms of a continuing care retirement contract shall be equal to the
54 current per diem rate of the nursing facility minus the pro rata appor-
55 tionment of the resident's monthly fee for the period of care required
56 by the contract. Nothing herein shall obligate a continuing care retire-

ment community which does not have a life care contract with a resident to provide or pay for a level of nursing facility services nor for any duration beyond what is specifically described in its continuing care retirement contract with that resident. This section shall not affect the operator's obligation under subdivision two of section forty-six hundred twenty-four of this article;

7. For continuing care retirement [community] contracts, a statement that, if the resident dies prior to occupancy date or, through illness, injury, or incapacity is precluded from becoming a resident under the terms of the contract, the contract is automatically rescinded and the resident or his or her legal representative shall receive a full refund of all moneys paid to the facility, except for those costs specifically incurred by the facility at the request of the resident and set forth in writing in a separate addendum, signed by the parties to the contract;

[8. For continuing care at home contracts, the circumstances under which the contract holder may move into a campus independent living unit, adult care facility or nursing home;]

8. FOR CONTINUING CARE AT HOME CONTRACTS, A STATEMENT THAT, IF THE RESIDENT DIES PRIOR TO THE EFFECTIVE START DATE OF SERVICES OR, THROUGH ILLNESS, INJURY, OR INCAPACITY IS PRECLUDED FROM MEETING THE ELIGIBILITY TERMS OF THE CONTRACT, THE CONTRACT IS AUTOMATICALLY RESCINDED AND THE RESIDENT OR HIS OR HER LEGAL REPRESENTATIVE SHALL RECEIVE A FULL REFUND OF ALL MONEYS PAID TO THE FACILITY, EXCEPT FOR THOSE COSTS SPECIFICALLY INCURRED BY THE FACILITY AT THE REQUEST OF THE RESIDENT AND SET FORTH IN WRITING IN A SEPARATE ADDENDUM, SIGNED BY THE PARTIES TO THE CONTRACT;

9. For continuing care retirement [community] contracts, a statement of the conditions under which all or any portion of the entrance fee will be released to the operator before the living unit becomes available for occupancy, and a statement of the conditions under which all or any portion of that fee will be refunded in the event of the death of the resident and/or spouse following occupancy of a living unit, including the mandatory refund provisions set forth in section forty-six hundred nine of this article;

10. A statement of the advance notice to be provided the resident or contract holder, of not less than sixty days, of any change in fees or charges or scope of care or services;

11. A statement that no act, agreement, or statement of any resident or contract holder, or of an individual purchasing care for a resident or contract holder under any agreement to furnish care to the resident or contract holder, shall constitute a valid waiver of any provision of this article or of any regulation enacted pursuant thereto intended for the benefit or protection of the resident or contract holder or the individual purchasing care for the resident or contract holder;

12. For continuing care retirement [community] contracts, a description of the reinstatement policies if a resident leaves the facility or the contract is cancelled; AND FOR CONTINUING CARE AT HOME CONTRACTS, A DESCRIPTION OF POLICIES IF THE HOME RESIDENT RELOCATES THEIR PRIVATE RESIDENCE OR THE CONTRACT IS CANCELLED.

13. [For continuing care at home contracts, a description of policies if the contract is cancelled.

14.] A statement that internal procedures to resolve disputes and grievances have been established, and residents and contract holders notified of them;

[15] 14. A statement of the grace period, if any, for the payment of periodic fees without a penalty, and the extent of any penalty for the late payment thereof;

1 [16] 15. A statement that: a. the resident or contract holder, as
2 applicable shall, if eligible, enroll in medicare parts a and b or the
3 equivalent and shall continue to maintain that coverage, together with
4 medicare supplement coverage at least equivalent in benefits to those
5 established by the superintendent as minimum benefits for medicare
6 supplement policies;

7 b. if the resident or contract holder fails to maintain medicare
8 coverage and a medicare supplement coverage, or is ineligible for such
9 coverage and fails to purchase the equivalent of such coverage, the
10 community [or continuing care at home corporation] shall purchase the
11 coverage or equivalent coverage on behalf and at the expense of the
12 resident or contract holder and shall have the authority to require an
13 appropriate adjustment in payments by the resident or contract holder to
14 the community [or continuing care at home corporation];

15 c. if the community [or continuing care at home corporation] cannot
16 purchase medicare coverage and medicare supplement coverage or the
17 equivalent, the community shall have the authority to require an adjust-
18 ment in monthly fees, subject to the approval of the superintendent, to
19 fund the additional risk to the facility [or corporation]; and

20 d. if the resident or contract holder fails to purchase or maintain
21 medicare coverage and medicare supplement coverage or the equivalent,
22 and the community [or continuing care at home corporation] has not
23 purchased such coverage, the community [or corporation] will be respon-
24 sible for any expenses which would have been covered by medicare and
25 medicare supplement coverage. The community [or corporation] may add the
26 amount of such expenses to the resident's or contract holder's monthly
27 fees.

28 [17] 16. A statement that any amendment to the contract and any change
29 in fees or charges, other than those within the guidelines of an
30 approved rating system, must be approved by the superintendent of finan-
31 cial services; [and]

32 [18] 17. A statement that property shall not be substituted as payment
33 for either the entrance fee or monthly fee[.];

34 18. A STATEMENT DESCRIBING THE METHOD BY WHICH THE COMMUNITY WILL
35 DETERMINE PRIORITY FOR ACCESS TO AVAILABLE ADULT CARE FACILITY OR NURS-
36 ING FACILITY BEDS BETWEEN A CONTINUING CARE RETIREMENT CONTRACT HOLDER
37 AND A CONTINUING CARE AT HOME CONTRACT HOLDER;

38 19. For continuing care retirement [community] contracts, a statement
39 whether the continuing care retirement [community] contract includes any
40 ownership, beneficial or trust interest in the assets of the operator,
41 the assets of the facility, or both. Assets shall include, but are not
42 limited to, property, trusts, reserves, interest and other assets[.];
43 AND

44 20. CONTINUING CARE AT HOME CONTRACTS SHALL INCLUDE THE FOLLOWING:

45 A. A STATEMENT DESCRIBING THE CIRCUMSTANCES UNDER WHICH A CONTRACT
46 HOLDER MAY MOVE INTO A CAMPUS INDEPENDENT LIVING UNIT, ADULT CARE FACIL-
47 ITY OR NURSING HOME;

48 B. A STATEMENT AS TO WHETHER AND UNDER WHAT CIRCUMSTANCES TRANSPORTA-
49 TION WILL BE PROVIDED TO CONTINUING CARE AT HOME CONTRACT HOLDERS;

50 C. A STATEMENT DESCRIBING THE MECHANISM FOR MONITORING CONTINUING CARE
51 AT HOME CONTRACT HOLDERS;

52 D. A STATEMENT DESCRIBING THE METHOD BY WHICH THE COMMUNITY WILL
53 DETERMINE PRIORITY FOR ACCESS TO AVAILABLE ILUS BETWEEN A CONTINUING
54 CARE AT HOME CONTRACT HOLDER WHO WISHES TO CONVERT THE CONTRACT TO A
55 CONTINUING CARE RETIREMENT CONTRACT AND A CONTINUING CARE RETIREMENT
56 CONTRACT HOLDER;

1 E. A STATEMENT DESCRIBING ANY APPLICABLE GEOGRAPHICAL LIMITS OF THE
2 CONTINUING CARE AT HOME SERVICES, AND THE POLICY THAT WILL BE FOLLOWED
3 IN THE EVENT THAT A CONTINUING CARE AT HOME CONTRACT HOLDER RELOCATES TO
4 A DIFFERENT RESIDENCE OUTSIDE THE GEOGRAPHICAL LIMITS COVERED BY THE
5 CONTINUING CARE AT HOME CONTRACT; AND

6 F. A STATEMENT DESCRIBING ANY APPLICABLE POLICY THAT WOULD ENTITLE A
7 CONTINUING CARE AT HOME CONTRACT HOLDER TO SELECT ADULT CARE FACILITY OR
8 SKILLED NURSING FACILITY PLACEMENT IN A FACILITY THAT IS NOT PART OF THE
9 CONTINUING CARE RETIREMENT COMMUNITY.

10 S 16. The public health law is amended by adding a new section 4608-a
11 to read as follows:

12 S 4608-A. CONTINUING CARE AT HOME REQUIREMENTS. CONTINUING CARE
13 RETIREMENT COMMUNITIES OFFERING CONTINUING CARE AT HOME CONTRACTS SHALL:

14 1. ENSURE THAT ALL CONTINUING CARE RETIREMENT COMMUNITY EMPLOYEES OR
15 CONTRACTORS PROVIDING SERVICES TO CONTINUING CARE AT HOME CONTRACT HOLD-
16 ERS ARE DULY LICENSED OR CERTIFIED PURSUANT TO LAW, WHICH SHALL INCLUDE
17 BUT NOT BE LIMITED TO ANY LICENSURE REQUIREMENTS FOR THE PROVISION OF
18 HOME CARE SERVICES SET FORTH IN ARTICLE THIRTY-SIX OF THIS CHAPTER;

19 2. INCLUDE ALL OPERATING EXPENSES FOR CONTINUING CARE AT HOME
20 CONTRACTS IN THE CALCULATION OF RESERVE REQUIREMENTS REQUIRED BY THE
21 DEPARTMENT OF FINANCIAL SERVICES; AND

22 3. INCLUDE ALL OPERATING ACTIVITIES FOR CONTINUING CARE AT HOME
23 CONTRACTS IN THE TOTAL OPERATION OF THE COMMUNITY WHEN SUBMITTING FINAN-
24 CIAL REPORTS AS REQUIRED BY THE DEPARTMENT AND THE DEPARTMENT OF FINAN-
25 CIAL SERVICES.

26 S 17. Subdivision 1 of section 4612 of the public health law, as
27 amended by chapter 549 of the laws of 2014, is amended to read as
28 follows:

29 1. [Residents in a community authorized by this article] CONTINUING
30 CARE RETIREMENT CONTRACT HOLDERS shall have the right of self-organiza-
31 tion, the right to be represented by one or more individuals of their
32 own choosing, and the right to engage in concerted activities for the
33 purpose of keeping informed of the operation of the community in which
34 they live.

35 S 18. Subdivisions 1 and 2 section 4614 of the public health law, as
36 amended by chapter 549 of the laws of 2014, are amended to read as
37 follows:

38 1. The commissioner, or designee; and the superintendent, or designee;
39 may at any time, and shall at least once every three years, visit each
40 community and examine the business of any applicant for a certificate of
41 authority and any operator engaged in the execution of continuing care
42 retirement [community] contracts or continuing care at home contracts or
43 engaged in the performance of obligations under such contracts. Routine
44 examinations may be conducted by having documents designated by and
45 submitted to such commissioners or superintendent, which shall include
46 financial documents and records conforming to commonly accepted account-
47 ing principles and practices. The final written report of each such
48 examination conducted by such commissioners or superintendent shall be
49 filed with the commissioner and, when so filed, shall constitute a
50 public record. A copy of each report shall be provided to members of the
51 continuing care retirement community council. Any operator being exam-
52 ined shall, upon request, give reasonable and timely access to all of
53 its records. The representative or examiner designated by the commis-
54 sioners or superintendent, respectively, may, at any time, examine the
55 records and affairs and inspect the community's facilities, whether in
56 connection with a formal examination or not.

1 2. Any duly authorized officer, employee, or agent of the health
2 department, or department of financial services may, upon presentation
3 of proper identification, have access to, and inspect, any records main-
4 tained by the community [or by the continuing care at home corporation]
5 relevant to the respective agency's regulatory authority, with or with-
6 out advance notice, to secure compliance with, or to prevent a violation
7 of, any provision of this article.

8 S 19. Paragraph k of subdivision 1 of section 4615 of the public
9 health law, as amended by chapter 549 of the laws of 2014, is amended to
10 read as follows:

11 k. The commissioner has found violations of applicable statutes, rules
12 or regulations which threaten to affect directly the health, safety, or
13 welfare of a resident [of a continuing care retirement community or a
14 contract holder of a continuing care at home contract].

15 S 20. The section heading and subdivision 2 of section 4623 of the
16 public health law, the section heading as amended by chapter 549 of the
17 laws of 2014 and subdivision 2 as amended by chapter 659 of the laws of
18 1997, are amended to read as follows:

19 Long term care insurance and continuing care retirement contracts OR
20 CONTINUING CARE AT HOME CONTRACTS.

21 2. With regard to nursing facility or home health care services which
22 are part of the continuing care retirement contract OR CONTINUING CARE
23 AT HOME CONTRACT, any elimination or waiting periods and any deduct-
24 ibles, copayments, or other amounts not paid for by such long term care
25 insurance or medical assistance payments shall be the responsibility of
26 the continuing care retirement community. The resident shall not be
27 liable to pay any such amounts.

28 S 21. This act shall take effect April 1, 2015 and shall be deemed to
29 have been in full force and effect on and after the effective date of
30 chapter 549 of the laws of 2014.