

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

United States District Court
District of Connecticut
FILED AT NEW HAVEN

DENISE LAFLAMME and THE STATE OF
CONNECTICUT OFFICE OF
PROTECTION AND ADVOCACY FOR
PERSONS WITH DISABILITIES,

Plaintiffs,

v.

NEW HORIZONS, INC. and MICHAEL
SHAW

Defendant.

CIVIL NO. 3:06 CV 1809 (JBA)

Sept. 30, 2009
Robert D. Tabora, Clerk
By *R. J. Jarenti*
Deputy Clerk

CONSENT DECREE

WHEREAS, New Horizons, Inc. operates New Horizons Village ("NHV"), a residential community for persons with physical disabilities in Unionville, Connecticut; and

WHEREAS, the plaintiffs in the above-captioned action, State of Connecticut Office of Protection and Advocacy for Person's with Disabilities ("OPA") and Denise Laflamme, have asserted claims against the defendants, New Horizons, Inc. and Michael Shaw (collectively, "New Horizons"), alleging violations of the Fair Housing Act, as amended, and the District Court has ruled in Denise Laflamme's favor on her motion for partial summary judgment; and

WHEREAS, the parties concede that, had OPA moved for summary judgment, the Court would have granted such a motion; and

WHEREAS, the parties concede that OPA is a necessary party to this consent decree; and

WHEREAS, New Horizons has denied, continues to deny, and does not admit liability on any claim asserted by any plaintiff; and

WHEREAS, the parties wish to resolve this matter without further litigation or litigation expense; and

WHEREAS, the parties have agreed to enter into a consent decree in lieu of a final judgment on the merits; and

WHEREAS, the parties have waived their right to a trial by jury; and

WHEREAS, New Horizons has waived its right to appeal the decisions of the District Court granting, in part, OPA's motion for preliminary injunction and granting Denise Laflamme's motion for partial summary judgment; and

WHEREAS, the parties have reached a settlement of all monetary terms; and

WHEREAS, the parties have exchanged satisfactory mutual releases.

NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED, the parties having agreed without any admission of liability that New Horizons shall cause NHV to operate in accordance with the terms of this consent order:

1. The current requirement that applicants for tenancy at NHV disclose medical records shall be eliminated. "Medical records" includes all records relating to any medical, psychiatric, psychological, social work, physical therapy or nutritional care. With respect to all applications received from the date of this order, NHV may request only records relating to an applicant's rental and credit history, whether he or she has a criminal record, whether he or she is a current user of illegal drugs or whether he or she poses a direct threat to others.
2. NHV shall not seek medical records to confirm an applicant's status as a person with a severe physical disability. If an applicant's disability is not apparent, NHV may request only a letter from a licensed physician verifying whether the applicant is a person with a severe physical disability.
3. When considering an applicant for tenancy, NHV may consider (1) whether the applicant is a person with a severe physical disability; (2) the applicant's rental and credit history, (3) whether the applicant has a criminal record; (4) whether the applicant is a current user of illegal drugs, (5) whether the applicant poses a direct threat to the safety or well being of others, and (6) any other lawful information. Accepted applicants may be placed on a waiting list until a suitable apartment becomes available.
4. NHV may not seek medical records as a condition of continuing tenancy or require tenants to provide access to their medical records.

5. The determination of how many hours of personal care assistance a tenant requires shall be made on a case by case basis. In making that determination, NHV may discuss the tenant's care needs with the tenant and set a level it deems appropriate.
6. Any request for additional personal care assistance shall be considered by NHV a request for a reasonable accommodation. NHV may seek limited medical records only if the need for the accommodation is not readily apparent and only for the purpose of determining whether the requested accommodation is reasonable and required and, if so, the nature and extent of the required accommodation. These records shall be limited to a period of three months prior to the date of the request, and shall be reviewed only by a registered nurse employed by New Horizons or, if no registered nurse is on staff, by the manager of the department involved in making determinations of care needs.
7. The "Tenant Selection Criteria" shall be changed to eliminate the current criteria that an applicant must have the ability and willingness to live without supervision, emotional stability with no manifestation of psychotic or pathological behavior, control of bodily functions through natural or adaptive means, and medical care needs which can ordinarily be accommodated through outpatient community resources.
8. The tenant selection committee interview process shall be revised to prohibit any inquiries into the nature of an applicant's disabilities.
9. NHV's revised lease and handbook are attached and incorporated into this Decree.
10. NHV shall contact all applicants rejected for tenancy since January 1, 2006 for reasons other than (1) financial inability to pay; (2) absence of a qualifying severe disability; (3) poor rental or tenancy history; (4) criminal record; (5) current illegal drug use or (6) direct threat to others. NHV shall write to each of these persons at their last known address to provide the opportunity to reapply for residency in accordance with the terms this Decree.
11. A neutral monitor shall be appointed for a term of two years from the date of the entry of this Consent Decree or the appointment a monitor, whichever occurs later. This term may be extended as provided for in paragraph 21 below.
12. The monitor shall be selected by mutual agreement of the parties. If the parties fail to agree to a monitor, the Court shall appoint a monitor.
13. The monitor shall be independent and the monitor's duty will be to the Court and not to any of the parties.
14. The parties may not engage in any ex parte communications with the monitor except as provided for in paragraphs 16 and 17 below.
15. All costs and fees related to the monitor shall be borne by New Horizons. The monitor shall be paid at a rate of not less than \$250 per hour and not more than \$400.00 per hour.

16. New Horizons shall provide the following information to the monitor on a monthly basis:
 - a. A list of all applications for tenancy and the disposition of those applications;
 - b. All the application materials of each applicant denied tenancy;
 - c. The file maintained by NHV for each tenant whose lease was terminated by NHV or who was asked to leave by NHV;
 - d. A list of all tenant requests for reasonable accommodations related to disability;
 - e. The file maintained by defendants for each tenant whose request for a reasonable accommodation was denied.

17. The monitor shall receive and review NHV's monthly disclosures, which shall not be provided to the plaintiffs or their counsel. Should the monitor believe that NHV's disclosure reveals potential violations of this Decree, the monitor shall inform NHV and provide the relevant materials to plaintiff OPA and to counsel for Ms. Laflamme, Connecticut Fair Housing Center ("CFHC") (collectively, "plaintiffs"). The parties shall engage in conciliation with the assistance of the monitor. Should the parties agree that there is no violation or should NHV cure the potential violation voluntarily, there will be no further action taken or report made by the monitor.

18. Should NHV dispute plaintiffs' position, the monitor shall invite submissions by the parties and make a determination of whether NHV's action is in violation of this Decree. NHV shall be responsible for the fees of plaintiffs' attorneys in preparing its submission to the monitor, which fees shall be based on a rate of \$250 per hour. This rate shall remain in effect for the duration of the monitoring period, regardless of whether it is extended, as provided below.

19. The monitor's determination of disputed issues shall be final and disclosed to the parties within twenty-one calendar days of receipt of the submissions of the parties. NHV shall cure all violations in accordance with the monitor's determination and report this cure to the monitor and plaintiffs within twenty-one days of receipt of the monitor's determination.

20. The monitor shall document these determinations in quarterly reports to the Court and to the parties. If NHV is in compliance with its obligations under this Decree, the monitor shall so state. If the monitor has made a determination that NHV has violated the Decree and failed to cure the violation before submission for a decision by the monitor, the monitor shall identify the violation.

21. In the event of a violation reported to the Court after adjudication by the monitor, the term of the agreement shall be extended by six months for each quarter in which the monitor has made a final determination of a violation, up to a limit of five years of total monitoring.

22. During the period of monitoring, NHV shall submit to the monitor for approval all proposed changes to its lease, tenant handbook, or rental policies.

23. The parties shall have the opportunity to file comments on the monitor's quarterly report with the Court within 15 calendar days of the date the report is filed.
24. The plaintiffs retain the right to file a motion for contempt with the Court to enforce the Consent Decree. Remedies for contempt may include extension of the monitoring period.
25. New Horizons retains the right to petition the Court to amend this Decree in the event of a clarification or change in governing law that is inconsistent with this Decree.

Dated and entered this 29th day of September, 2009

/s/ Janet Bond Arterton, USDJ

UNITED STATES DISTRICT JUDGE
District of Connecticut

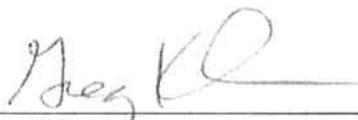
U.S. DISTRICT COURT
NEW HAVEN, CT
2009 SEP 30 A 10:54

FILED

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *Laflamme et al. v. New Horizons, Inc. et al.*, (D. Conn.) relating to the operation of New Horizons Village in Unionville, Connecticut.

FOR DENISE LAFLAMME:

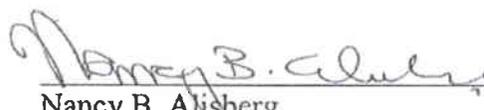
9/24/09
Date



Greg Kirschner
Connecticut Fair Housing Center
221 Main Street, Ste. 401
Hartford, CT 06106

FOR STATE OF CONNECTICUT OFFICE OF PROTECTION AND ADVOCACY FOR PERSONS WITH DISABILITIES:

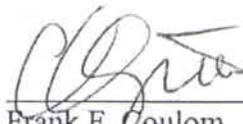
9/25/09
Date



Nancy B. Alisberg
State of Connecticut Office of Protection and
Advocacy for Persons with Disabilities
60B Weston Street
Hartford, CT 06120

FOR NEW HORIZONS, INC., AND MICHAEL SHAW:

9-24-2009
Date



Frank F. Coulom, Jr
Christopher F. Girard
Robinson & Cole, LLP
280 Trumbull Street
Hartford, CT 06103

5. **CARE OF THE APARTMENT.** You will keep the apartment and all fixtures and appliances in a clean and safe condition. You will remove all trash and other waste in a clean and safe manner to the place provided by us. You will use all electrical, plumbing, heating, air conditioning and other facilities and appliances in a reasonable manner.

You will not destroy or damage any part of the apartment or any of our furnishings or appliances in the apartment. You also will not remove any of our furnishings from the apartment.

6. **UTILITIES AND SERVICES.** We will supply you with a reasonable amount of the following utilities and services:

Electricity	Transportation and Care Services
Hot and Cold Water	(As described in Tenant Handbook)
Heat and Air Conditioning	

You will pay for the following utilities and services:

Telephone	Personal Equipment, Furniture, and Supplies
Cable Television	Personal Medical or Non-Medical Care
Personal Subsistence (food, clothing, etc.)	or Treatment

RESIDENTS OF NEW HORIZONS VILLAGE MAY BE ELIGIBLE TO RECEIVE PERSONAL CARE ASSISTANCE SERVICES FROM PERSONAL CARE ASSISTANTS ("PCAs"), WHO ARE INDEPENDENT CONTRACTORS AND NOT EMPLOYEES OF NEW HORIZONS VILLAGE OR NEW HORIZONS, INC. NEW HORIZONS IS NOT RESPONSIBLE FOR THE MANAGEMENT OR TRAINING OF PCAs, OR THE FAILURE OF A PCA TO PROVIDE CARE SERVICES. NEW HORIZONS IS NOT A MEDICAL PROVIDER AND DOES NOT PROVIDE MEDICAL CARE. NEW HORIZONS VILLAGE CANNOT GUARANTEE THAT YOUR CARE NEEDS WILL BE MET.

7. **MANAGEMENT.** The Village Administrator is our representative. All notices and complaints shall be given to her at her office at 37 Bliss Road, Unionville, Connecticut, 06085.
8. **STOREROOMS.** If storerooms are furnished to you, you may use them at your sole risk. No gasoline, oil, or other flammable or hazardous material may be stored.
9. **LIABILITY AND INSURANCE.** We are not responsible for damage to your property or the apartment or for injury to persons in or about the apartment unless caused by us or our employees acting within the scope of their employment.

10. **DAMAGE TO THE APARTMENT.** You will not have to pay rent for any time that your use and enjoyment of the apartment is substantially affected because the apartment or the building is damaged by fire or other casualty. However, you will pay rent if you caused the damage or destruction or if you continue to occupy any portion of the apartment. If you continue to occupy any portion of the apartment your rent shall be reduced by the decrease in the fair rental value of the apartment.

If any part of the apartment or the building is damaged by fire or other casualty, we shall have the right to cancel this lease; we will give you notice within fifteen (15) days after the date of the fire or other casualty. The lease will end on the date that we give in our notice to you. If we do not cancel this lease, we will repair the damage within a reasonable time.

11. **DEFAULT.** You will be in default under this lease if:

- (a) You do not make a payment of rent, as set forth in Section 2, within nine (9) days after it is due; or
- (b) You violate or do not comply with any of the terms you have agreed to under this lease; or
- (c) You violate or do not comply with the Tenant Handbook made a part of this lease; or
- (d) You abandon the apartment; or
- (e) You violate your responsibilities as a tenant contained in Connecticut General Statutes section 47a-11; or
- (f) You permit unauthorized adults and/or children to occupy and reside at the apartment; or
- (g) You violate any reasonable rule or regulation promulgated by us concerning the premises; or
- (h) You fail to execute and sign a written lease renewal at the termination of your lease or any extensions thereof; or
- (i) You and/or your guests interfere with the co-occupant's peaceful enjoyment of the apartment; or
- (j) You abuse illegal drugs or alcohol.

If you are in default under this lease, we may send you a notice and cancel this lease. The lease will end on the date that we give in our notice to you.

If you do not do any of the things you promise to do under this lease, you will pay us the amount that we pay to do the things that you did not do. You also will pay us the total rent stated in Section 2 of this lease less the amount of rent that you shall already have paid.

If you are in default under this lease and if we refer the matter to an attorney to evict you, you will pay us a reasonable attorney's fee. If we refer this matter to an attorney because you do not pay the amount you owe us when it is due, you will pay us an attorney's fee not in excess fifteen percent (15%) of the amount of the judgement we obtain against you. You will also pay us all of our other collection costs and expenses.

12. **SECURITY DEPOSIT.** None.

13. **ENTERING THE APARTMENT.** We may enter the apartment at reasonable times after giving you reasonable notice.

We will conduct detailed periodic inspections of the apartment. We will execute maintenance and repairs to the apartment if we deem necessary. Your full cooperation is both required and appreciated.

You are responsible not only for maintaining the apartment, but also for the prompt communication to the Village Administrator of any items which need repair. We may also enter the apartment, at reasonable times, to show the apartment to possible or actual purchasers, mortgage lenders, tenants, workmen or contractors.

14. **REMOVAL OF PROPERTY.** When this lease ends, you will leave the apartment and remove all your property. You will leave the apartment in good and clean condition, and you will repair any damage that was caused by you or your guests.

15. **CONDITION OF APARTMENT.** You agree that the apartment is in good condition and repair except for those items, if any, listed as part of this lease.

16. **SEPARATE PROVISIONS.** If any provision of this lease is invalid or unenforceable, the other provisions of this lease will still apply.

17. **TENANT OBLIGATIONS.** You agree to the following conditions pertaining to your apartment and its usage.

(a) We may enter, upon giving reasonable notice, to clean, repair, and/or repaint any apartment which we consider to be unsightly, unsanitary, or unsafe. We may recover from you the resultant costs, if the condition was caused by you.

(b) You may not alter the apartment in any way, including painting and/or wallpapering.

- (c) You may not use, permit to be used, sell, or otherwise distribute illegal drugs, substances, or products of any kind.
- (d) You may not install additional or different locks or gates on any door or window without our written consent.
- (e) You may not have pets or animals of any kind in your apartment without our written consent.
- (f) Only the Tenant shall be permitted to reside at the premises.

In order for a guest to remain overnight in a 2-bedroom apartment, permission must be obtained from one's co-occupant.

In order for a guest to remain overnight in any apartment for more than two consecutive nights, written permission must be obtained from the Village Administrator and from the co-occupant, if any.

A 2-night overnight guest may not stay overnight again within 12 days without the landlord's permission and, in the case of a 2-bedroom apartment, without the permission of a co-occupant.

A guest must quit the premises immediately upon receipt of revocation of permission by a permitting party.

- (g) You will not block any sidewalks, halls, or stairways, and you will not use them except to go to and from the apartment.
- (h) You will not place radio or television aerials or wires or any other electrical wires or connections in places that we have not approved.
- (i) You will not drill any holes in the apartment or use any nails, hooks or screws on any walls, floors, doors, windows, appliances or fixtures in the apartment.
- (j) You will not fasten anything to the walls, floors, doors, windows, appliances or fixtures in the apartment.
- (k) You will not place any sign or advertisement on the outside or inside of the building.
- (l) You will not hang or shake anything from any window or balcony.
- (m) You will not throw or drop anything from any windows, balconies, halls, or stairways.

- (n) You will not bring anything into the apartment which increases the cost for fire or liability insurance which we maintain on the property.
- (o) You will not use any appliances that are dangerous, that do not use ordinary electrical plugs, or that overload the electrical circuits (either by themselves or in combination).
- (p) You and your guests agree to comply with all the Rules and Regulations set forth in the Tenant Handbook which is incorporated by reference into this Lease. You acknowledge that you have received a copy of the Tenant Handbook.
- (q) In the event that you live in a two-bedroom apartment and the other bedroom is rented, you agree not to disturb the co-occupant's peaceful enjoyment of the premises.
- (r) While a resident at New Horizons, you and your guests shall not disturb your neighbors' peaceful enjoyment of the premises.
- (s) We may make rules and regulations that are reasonable by way of Connecticut State Statutes or amend the rules and regulations in the Tenant Handbook to protect the health, safety and welfare of the tenants residing at New Horizons Village. You agree to follow such rules and regulations that are promulgated by us.

18. **EXTRA CHARGES.** We may, after thirty days written notice, assess extra charges under the conditions listed below. Our failure to make such charges or to enforce their collection does not mean that we cannot do so at a later date.

Repeated charges against you under this provision may, in our discretion, constitute grounds for termination of this lease and eviction.

- (a) Late, incomplete, or non-payment of service charges: The charge is \$20 per incident.
- (b) Returned checks: The charge is \$20 per incident.
- (c) Any payment for charges incurred by you which we pay by virtue of being guarantor, is recoverable from you.
- (d) Continued excessive and unnecessary consumption of utilities at a rate more than 20% over the median usage may incur an extra charge in the amount up to the direct cost of the utility involved over its median usage.
- (e) Continued excessive and unnecessary use of program services, including call-for-assistance signals, may incur special charges. The amount of such charges will be determined by the circumstances, and you will be notified in writing accordingly.

19. **YOUR ABSENCE.** We agree not to re-rent your apartment if you are temporarily absent provided that the rent continues to be paid on time.

You will not be eligible for PCA funding during your absence. It is your responsibility to notify the Village Administrator of your absence.

In the event of an absence in excess of sixty days, we shall have the right to terminate your lease.

After sixty days, upon our determining that you are no longer residing at New Horizons Village, your PCA allotment will be reduced to zero. Additionally, if you are receiving a State rental supplement, the State will be notified that you are no longer residing at NHV.

20. **CONDEMNATION.** If any part of the building is condemned, we shall have the right to cancel this lease. If we decide to cancel the lease, we will give you notice within (15) days after the date of condemnation. The lease will end on the date we give in our notice to you.

21. **HOLDING OVER AND LEASE EXTENSION.** Within 60 days of the end of the current lease, provided you are not in default, a review will take place. The 60-day period is comprised of 30 days before and 30 days after the current lease termination date.

This review shall have three components:

- Review of your compliance with the lease.
- Review of your compliance with the Tenant Handbook.
- Apartment inspection.

Upon satisfactory completion of these three components, you will be given the written lease to sign. If you fail to sign the lease we can send you a written notice to terminate your lease.

22. **CHANGES IN FINANCES.** Any changes in income (whether from public or private sources) must be reported to the Finance Coordinator throughout the period of this lease.

Failure to report a change in income shall constitute default under the terms of this lease entitling us to evict you from the apartment.

23. **SUBORDINATION.** You agree to legally subordinate this lease to any mortgage on the property. For that purpose, you agree to sign additional documents if necessary, without cost. If we ask and you refuse to sign a lease subordination agreement, we have the right to cancel this lease at no cost or damage to us.

24. **NO WAIVER OF OUR RIGHTS.** We can delay enforcement of any of our rights under this lease without losing them.

25. **SALE OF PROPERTY.** If we sell the property where the apartment is located, we shall not have any further liability to you under this lease for any event that happens after you receive written notice that we have sold the property.

In addition, if we sell the property, any security deposit that you give us will be assigned to the new owner of the property, and we shall not have any further liability to return the security deposit to you.

26. **HANDBOOK.** You affirm that you have received a copy of the New Horizons Village Tenant Handbook, which is hereby incorporated as a part of this lease.

27. **BINDING EFFECT.** This lease shall be binding upon you and us and our respective successors, heirs, executors and administrators.

IN WITNESS WHEREOF, I have executed this lease:

TENANT

WITNESS

DATE

DATE

CONSERVATOR

DATE

DULY AUTHORIZED AGENT OF OWNER

WITNESS

DATE

DATE

Tenant Handbook



New Horizons Village

37 Bliss Road, Unionville, Connecticut 06085

Welcome to New Horizons Village

New Horizons Village is a 68-unit apartment complex designed for people with severe physical disabilities. Tenants manage their own lives in a supportive and fully accessible setting. The apartments are nestled on 26 wooded acres of land in a residential neighborhood in the Farmington Valley, just twenty minutes southwest of Hartford, Connecticut.

The Village is the fulfillment of what most people thought would be an unattainable dream. The dream began in 1955 with a group of "patients" at New Britain Memorial Hospital (now known as Hospital for Special Care) in New Britain, Connecticut. At that time, the patients knew they needed assistance with things that they could not do physically, but they did not believe they should have to live in institutions for the rest of their lives just because they had disabilities.

Much has changed since then. More than fifty years of fundraising, volunteering, and faith went into transforming that dream into today's Village, a housing option for up to 101 tenants with support services and a financial assistance program unavailable elsewhere. Many of these tenants work, volunteer, and go to college, some for the first time in their lives. Others have used the Village as a stepping-stone before moving into their own apartments in the general community.

New Horizons Incorporated, which owns the Village, continues to be shaped by the population it serves. Over 50 percent of its Board of Directors and its committees are comprised of people who have disabilities.

The purpose of this handbook is to give you a better understanding of what you can expect from us, as administration and staff, and of what your obligations are as a tenant. It is an extension of your lease, as stated in paragraph 26 therein, and its provisions are a part of the lease agreement.

FINANCIAL OBLIGATIONS

Before admittance, tenants must demonstrate the ability to meet the cost of New Horizons Village through either state and federal benefits programs or private resources. The rent is adjusted annually by the State of Connecticut. Tenants are solely responsible for their rental obligations. The Finance Coordinator is available to help you assess your individual financial situation and to help you obtain any state and federal benefits for which you may qualify.

Private pay tenants must provide verification of an ability to pay the rent to the satisfaction of the New Horizons Village management. Private pay tenants are required to submit a two-month security deposit plus the first month's rent prior to move-in. If a private pay tenant is spending down assets in order to become eligible for state

assistance, detailed documentation must be given to New Horizons management outlining the anticipated spend down procedure and qualification date.

Tenants who are not able to pay privately rely on the Aid to the Disabled State Supplement Program to assist with the rental expense. This program is administered through the State of Connecticut Department of Social Services. Tenants must verify their eligibility for this program to the management of New Horizons Village prior to move-in. State Supplement recipients are responsible for remaining within the financial guidelines of the program and for filing benefit redetermination on time.

State assisted tenants may not be able to make the full monthly rental payments until their State Supplement is granted or adjusted by the Department of Social Services. New Horizons Village imposes a fee for late and incomplete rental payments and returned checks. Tenants will not, however, be charged a late fee for the portion of the rent which will be covered by the Supplement while it is pending approval as long as all necessary obligations for the State Supplement application have been met. During this period, the portion of the rent that is not covered by the Supplement and any applicable security deposits are required to be paid on time. The entire rental balance is due when the retroactive state check is received. The Finance Coordinator will supply the tenant with a Rental Obligation Form verifying each tenant's specific rental obligation before State Supplement approval.

At the end of your lease term, if you have satisfied all obligations of the lease, New Horizons Village will return any security deposits to you with interest within thirty (30) days after your lease expiration date. Security deposits cannot be used for your last month's rent.

GROUNDS AND APARTMENT USE

You will be moving into a two-bedroom apartment. You are expected to follow your lease agreement in regard to the use of your apartment. The apartment is to be used only as a residence as defined in your lease. If you wish to have a pet in your apartment, you **must** receive permission from the Village Administrator (see Page 6, Pet Policy).

There are no restrictions as to when you enter or leave the Village; however, if you plan to be away for an extended period, the management should be informed so the apartment is not thought to have been abandoned.

As was noted previously, New Horizons Village apartments and facilities are designed to accommodate specialized needs of persons with physical disabilities. The State of Connecticut has agreed to supplement the cost of the rent for those who cannot afford it. We, therefore, have the obligation to ensure that the apartment and facilities are properly utilized. If you violate the terms of your lease, we may terminate your rental agreement.

You are responsible for the costs of any damage that is beyond normal apartment usage, including the cost of damages caused by your guests or pets.

It is your responsibility to resolve any roommate problems. Moves may be arranged providing there is another space available.

You are responsible for all expenses incurred by a move you request. You must make all change-of-address arrangements with the State and Social Security Departments.

You are not allowed to sublease your apartment.

PERSONAL CARE ATTENDANTS (PCAs)

You will receive a weekly check from us to cover your PCA expenses. Your initial funding is based on the care needs you reviewed with the Village staff.

If you wish to have your PCA hours adjusted you must present a written request for that accommodation to the PCA Review Committee. PCA hours must have prior approval of the PCA Review Committee before funding is made available. You may formally appeal any decision of this Committee to the Village Committee.

The Care Services Coordinator may assist you in finding and scheduling PCAs, if you request assistance. You should maintain a list of back-up PCAs to be contacted in the event that a regular PCA does not show up for work or otherwise is no longer in your employ, since it may take several days to help you find an appropriate replacement.

VILLAGE CARE ATTENDANTS (VCAs)

The VCA support team consists of two (2) attendants per shift, twenty-four (24) hours per day, seven (7) days a week. While tenants schedule their own PCAs to assist them with routine tasks, the Village Care Attendants (VCAs) are available for unexpected needs should a tenant's regular or back-up PCA fail to show up.

The basic needs that will be attended to by VCAs, in case a back-up PCA cannot be located, are: transferring, repositioning, toileting and personal hygiene, dressing and undressing, and food/fluid intake, including preparation of a simple meal.

Tenants can signal the VCA office from their apartments by pushing a button on their own transportable call boxes or by speaking through the intercom system in their bedrooms.

Among those things that are not done by Village Care Attendants are shopping, laundry, pet care, cleaning, turning on and off such things as lights, TV, and radio, etc. Neither do VCAs provide skilled nursing procedures, medical treatment, or therapy, e.g., in-dwelling catheter care, trachea or vent care, injections or IV care, suppositories, tube feeding, range-of-motion, or administration of medication except that which has been set up previously by others in dose-specific containers.

A tenant may have to wait for the call to be answered. This interval always depends on the priority and volume of calls at the time and the location of the caller relative to them. Please note that you may not use the Village Care Attendants as a regular substitute for your PCAs. Please also note that our work safety rules limit the kind and extent of lifting VCAs may do. We do not promote body to body lifting. We use mechanical lifts for transfers.

HEALTH SERVICES

New Horizons Village employs two (2) Registered Nurses (RNs) who work normal business hours serving as a resource to tenants. They **do not** provide medical supervision; tenants are responsible for managing their own health care. If a tenant has ongoing skilled nursing or medical needs, Health Services can assist by providing information on the various home health agencies and medical resources that are available in the area. In addition to professional referral, NHV Health Services can provide wellness information, education, and counseling, as needed in the following areas:

- Preventative Health Practices
- Bowel/Bladder Management
- Wound/Skin Care
- Transfer Training
- Medication Management
- Infection Control
- Laboratory Testing
- Blood Pressure Monitoring

The RNs maintain a basic Emergency and Health Information (EHI) form for tenants who voluntarily wish to have one available in the event of a medical emergency. Any and all medical information is confidential and is given to the RNs voluntarily. A copy of the EHI form is provided to each such tenant for his/her own record keeping and a copy is kept locked in the 24-hour VCA office. This information is useful particularly when either the nature of the disability and/or the medical emergency makes it difficult to verbally communicate the relevant data. Tenants have found this basic information form to be helpful when seeking medical care from new doctors, other health professionals and in emergency situations.

Tenants may also access the RNs to assist them in training their Personal Care Attendants to perform health related tasks. Many tenants have consulted with the Health Services staff when they have experienced a change in their disability status, either through illness/accident/injury, disability specific issues and/or the changes that come with the aging process. The RNs can assist the tenant to access the appropriate resources to help with the successful adaptation to his/her changing abilities.

TRANSPORTATION

New Horizons Village owns and operates wheelchair-lift-equipped vans. The Transportation Services Department operates seven (7) days a week. Its schedule fluctuates according to the demands of the population. Requests for transportation must be submitted by 2:30 p.m. the day before the ride is desired (2:30 p.m. Friday for Monday rides).

Our Transportation Department will transport tenants within a fifteen (15) mile radius of the Village, except for medical appointments. If you need transportation to a medical appointment, you may use one of the wheelchair transportation services. If Medicaid eligible, Title XIX should pay for this service. If you are a private pay tenant you may be an exception to this rule, and New Horizons Village may transport you within the same fifteen (15) mile radius as available.

The Transportation Services Department makes an effort to accommodate special requests for trips that are outside its normal range or schedule for groups of four or more. It is best to give as much notice as possible. Call the Transportation Office for details.

You must be at the Van Loading Area fifteen (15) minutes before departure time to allow for loading. Since the vans transport several tenants at one time to various places, the drivers are obligated to leave when scheduled.

We ask there be no eating in the vans and no drinking except from covered containers.

Requests for stand-by or space-available accommodations will be handled when possible and on a situation by situation basis.

A No-Show is when someone does not appear on time (or at all) for a scheduled ride. It may delay the departure and/or arrival of other scheduled stops. A no call/no show may also deprive another tenant the opportunity to meet their transportation needs. Calling the Transportation Office about your change in plans is essential and considerate.

Please make your pick-up time realistic, allowing for delays and the unexpected.

When possible, check with Transportation before setting up appointments.

Pets are not to be transported in the vans.

Packages are the responsibility of the tenants.

PET POLICY

The Village Administrator must approve all pets prior to acquisition or move-in.

The tenant must provide documentation of proper inoculation, fix, licensure, and ensure the weight of a selected pet to be no more than 15-20 pounds. A \$50.00 deposit is required. There is a limit of one (1) cat or one (1) dog per tenant (**not one of each**). Cleaning up after your animal is your responsibility.

If the above rules are not followed, the management reserves the right to remove the animal from the Village.

Requests for permission to have a service animal are considered on an individual basis. Service animals are not subject to the pet policy.

MAINTENANCE

The Maintenance Department is available to do apartment repairs and maintain the grounds. If you need something repaired in your apartment, complete a Maintenance Request Form, which is available at the Main Office or Maintenance Office.

Carpeting is not to be glued to the floor. Doors will not be cut to do carpet installations.

Maintenance is not responsible for repairs of wheelchairs, motorized beds, televisions, computers, phones, or any personal appliances.

Multiple plugs should not be inserted into outlets. This may cause an overload and/or fire hazard.

It is the responsibility of the tenant to remove articles from the walls and furniture from the area when painting or repairs are to be done.

Day to day floor care is the responsibility of the tenant.

The tenant must notify the Maintenance Department if a fire extinguisher is used or broken.

GENERAL

Do not plant anything outside the existing garden beds. In the interest of harmonizing with existing and future landscaping plans, please discuss with the Village Administrator any changes or additions you would like to make.

Smoking is not allowed in any of the offices, Great Room, public indoor areas or apartments within the Community Building of New Horizons Village.

Tenants are responsible to keep all apartment doors free from obstruction.

Unregistered vehicles can not be on the property.

Suggestions and complaints are welcome. They are most effectively handled if directed to the head of the pertinent department or to the Village Administrator. Tenants may also direct them to the Village Committee by placing a written message in the Suggestion Box in the Recreation Room. The Village Committee, a standing committee of the Board of Directors, meets the first Thursday of every month.

Tenants are encouraged to join the Tenants Association, an independent organization that attends to tenants' interests and promotes recreational and educational activities for Village residents.

LEASE

Each tenant and/or conservator must read, understand, and sign a lease before occupancy can take place. All tenants will be on a one-year lease unless otherwise arranged jointly by the tenant and the management.

The Lease contains additional Rules and Regulations pertaining to your conduct, your use of the apartment and facilities of New Horizons Village, and your relationship with us. The Lease, together with this Handbook, constitutes a binding agreement whose provisions must strictly be adhered to assure a good quality of life for all tenants.

I/We certify that I/We have read, understand and agree to the conditions outlined in the **Tenant Handbook and Lease before** my residency at New Horizons Village.

TENANT

CONSERVATOR

DATE