

CCRC RESIDENCY CONTRACT WORKSHEET

Facility Name Florida Company Code

Contract Title

Contract "Unique Identifier"

The Florida Office of Insurance Regulation (Office) developed the following worksheet to assist CCRCs in drafting and submitting forms for review by the Office. The Office encourages, but does not require, the CCRC to download, complete, scan, and upload this form as part of the form filing as it will expedite the review process. However, the Office offers this worksheet as guidance only and it should not be considered a directive by the Office.

1. Contract must be written in plain language customarily used and understood. (Rule 69O-193.020)

Contract complies? Yes No

2. Contract must be identified by a "unique identifier" on the first page. (PCOA/COA Application Instructions)

Contract complies? Yes No

Other Requirements

3. Contract shall include a statement, printed in boldfaced type, which reads: **"This facility and all other continuing care facilities in the State of Florida are regulated by chapter 651, Florida Statutes. A copy of the law is on file in this facility. The law gives you or your legal representative the right to inspect our most recent financial statement and inspection report before signing the contract."**

(§651.055(3))

Contract complies? Yes No Location

Affiliation

Each contract shall:

4. Specify whether the facility is, or is affiliated with, a religious organization. (§651.055(1)(I))

Contract complies? Yes No Location

5. Specify whether the facility is, or is affiliated with, a nonprofit organization. (§651.055(1)(I))

Contract complies? Yes No Location

6. Specify whether the facility is, or is affiliated with, a proprietary organization (privately owned).

(§651.055(1)(I))

Contract complies? Yes No Location

7. Specify whether the facility is, or is affiliated with, a management entity. (§651.055(1)(I))

Contract complies? Yes No Location

8. If affiliated, state the extent to which the affiliate organization will be responsible for the financial and contractual obligations of the provider. (§651.055(1)(I))

Contract complies? Yes No N/A Location

9. If applicable, state the provisions of the federal Internal Revenue Code under which the provider is exempt from the payment of federal income tax. (§651.055(1)(I))

Contract complies? Yes No N/A Location

10. If applicable, state the provisions of the federal Internal Revenue Code under which any affiliate is exempt from the payment of federal income tax. (§651.055(1)(I))

Contract complies? Yes No N/A Location

Provision for Rescission

11. A resident has the right to rescind a continuing care contract and receive a full refund of any funds paid, without penalty or forfeiture, within 7 days after executing the contract. (§651.055(2) & §651.033(3))

Included in contract? Yes No Location _____

12. A resident shall not be required to move into the facility designated in the contract before the expiration of the 7-day period. (§651.055(2))

Included in contract? Yes No Location _____

Services Provided and Cost

Each contract shall:

13. List all properties transferred and their market value at the time of transfer. (§651.055(1)(a))

Contract complies? Yes No Location _____

14. Provide that charges for care paid in one lump sum may not be increased or changed during the duration of the agreed upon care, except for changes required by state or federal assistance programs. (§651.055(1)(k))

Contract complies? Yes No Location _____

15. Specify all services that are to be provided by the provider to each resident. (§651.055(1)(b))

Contract complies? Yes No Location _____

A. Specify whether the items will be provided for a designated time period or for life.

Contract complies? Yes No Location _____

B. Specify whether the services will be available on the premises or at another specified location.

Contract complies? Yes No Location _____

C. Specify which services or items are included in the contract for continuing care and which services or items are made available at or by the facility at extra charge.

Contract complies? Yes No Location _____

16. Describe the policies that may lead to changes in monthly maintenance fees and provide for advance notice to the resident of not less than 60 days. (§651.055(1)(j))

Contract complies? Yes No Location _____

17. Describe the policies that may lead to changes in charges or fees for goods and services (other than monthly maintenance fees) and provide advance notice to the resident of not less than 60 days. (§651.055(1)(j))

Contract complies? Yes No Location _____

Health and Financial Requirements

Each contract shall:

18. Describe the health conditions required for a person to be accepted as a resident. (§651.055(1)(d))

Contract complies? Yes No Location _____

19. Describe the financial conditions required for a person to be accepted as a resident. (§651.055(1)(d))

Contract complies? Yes No Location _____

20. Describe the health conditions required for a person to continue as a resident once accepted. (§651.055(1)(d))

Contract complies? Yes No Location _____

21. Describe the financial conditions required for a person to continue as a resident once accepted. (§651.055(1)(d))

Contract complies? Yes No Location _____

Cancellation Prior to Occupancy

22. Contract must describe the terms and conditions under which a contract may be canceled prior to occupancy. (§651.055(1)(c))

Contract complies? Yes No Location _____

23. Contract must describe the conditions under which the entrance fee will be refunded when the contract is canceled prior to occupancy. (§651.055(1)(c))

Contract complies? Yes No Location _____

24. If a prospective resident dies before occupying the facility or through illness, injury, or incapacity is precluded from becoming a resident under the terms of the continuing care contract, the contract is automatically canceled. (§651.055(5))

Contract complies? Yes No Location _____

25. If the prospective resident dies before occupying the facility or through illness, injury, or incapacity is precluded from becoming a resident, the prospective resident or his or her legal representative shall receive a full refund of all moneys paid to the facility, except those costs specifically incurred by the facility at the request of the resident and set forth in writing in a separate addendum to the contract. (§651.055(5))

Contract complies? Yes No Location _____

26. Contract must describe the effect of any change in the health or financial condition of a person between the date of entering a contract for continuing care and the date of initial occupancy of a unit by that person. (§651.055(1)(c))

Contract complies? Yes No Location _____

27. A prospective resident who cancels the contract prior to occupancy of the unit shall receive the entire amount paid toward the entrance fee, less a processing fee not to exceed 5% of the entire entrance fee, unless the prospective resident dies before occupying the facility or through illness, injury, or incapacity is precluded from becoming a resident. In no event shall such processing fee exceed the amount paid by the prospective resident. (§651.055(1)(h)6.)

Contract complies? Yes No Location _____

28. The refund shall be paid no later than 60 days after the resident gives notice of intention to cancel, unless the prospective resident dies before occupying the facility or through illness, injury, or incapacity is precluded from becoming a resident. (§651.055(1)(h)6.)

Contract complies? Yes No Location _____

Cancellation After Occupancy

Each contract shall:

29. Describe the terms and conditions under which a contract for continuing care may be canceled by the provider. (§651.055(1)(c))

Contract complies? Yes No Location _____

30. Provide that the contract may be canceled upon the giving of written notice of cancellation of at least 30 days by the provider. (§651.055(1)(g))

Contract complies? Yes No Location _____

31. Describe the terms and conditions under which a contract for continuing care may be canceled by a resident. (§651.055(1)(c))

Contract complies? Yes No Location _____

32. Provide that the contract may be canceled upon the giving of written notice of cancellation of at least 30 days by the resident or the person who provided the transfer of property or funds for the care of such resident. (§651.055(1)(g))

Contract complies? Yes No Location _____

33. Provide that if a contract is canceled because there has been a good faith determination that a resident is a danger to himself or herself or others, only such notice as is reasonable under the circumstances is required. (§651.055(1)(g))

Contract complies? Yes No Location _____

34. State the terms under which a contract is canceled by the death of the resident. (§651.055(1)(i))

Contract complies? Yes No Location _____

35. State the conditions with respect to the effect of the death or removal of one of the residents if the unit is shared. (§651.055(1)(i))

Contract complies? Yes No Location _____

Provisions for Refund

36. The contract must provide in clear and understandable language, in print no smaller than the largest type used in the body of the contract, the terms governing the refund of any portion of the entrance fee. (§651.055(1)(h))

Contract complies? Yes No Location _____

37. The contract must describe the conditions under which all or any portion of the entrance fee will be refunded in the event of cancellation of the contract by the provider. (§651.055(1)(c))

Contract complies? Yes No Location _____

38. For any contract terminated by a provider for just cause, **the provider shall pay to the resident any refund due upon the resident's VACATING the facility**, less a reasonable amount to cover the anticipated cost of utilities, telephone, or other obligations, if applicable. (§651.061(1))

Contract complies? Yes No Location _____

39. For any contract terminated by a provider for just cause, any funds retained and not used to cover the anticipated cost of utilities, telephone, or other obligations will be refunded to the resident within 45 days of resident vacating the unit. (§651.061(1))

Contract complies? Yes No Location _____

40. The contract must describe the conditions under which all or any portion of the entrance fee will be refunded in the event of cancellation of the contract by the resident. (§651.055(1)(c))

Contract complies? Yes No Location _____

41. For a resident who does not receive a transferrable membership or ownership in the facility and who has occupied his or her unit:

A. The refund shall be calculated on a pro rata basis with the facility retaining no more than 2% per month of occupancy by the resident and no more than a 5% fee for processing. (§651.055(1)(h)1.)

Contract complies? Yes No N/A Location _____

B. For contracts entered into on or after January 1, 2016, such refunds shall be paid within 90 days after the contract is terminated and the unit is vacated. Contracts entered into prior to that date must provide for refunds to be paid within 120 days after giving notice of intention to cancel. (§651.055(1)(h)1.) (Only contracts where the facility retains no more than 1% can have refunds paid from subsequent entrance fees – see questions 41(C) & (D).)

Contract complies? Yes No N/A Location _____

C. In addition to a processing fee not to exceed 5%, if the contract provides for the facility to retain no more than 1% per month of occupancy by the resident, it must provide that such refund will be paid one of the following ways:

i. From the proceeds of the next entrance fees received by the provider for units for which there are no prior claims by any resident until paid in full. (§651.055(1)(h)2.a)

Contract complies? Yes No N/A Location _____

ii. From the proceeds of the next entrance fees received by the provider for a like or similar unit for which there are no prior claims by any resident until paid in full. For contracts entered into after January 1, 2016, if the contract contains this provision, it must also state that any refund resulting from the resident's death or relocation to another level of care must be paid the earlier of (a) 30 days from the receipt of the next entrance fee for a like or similar unit for which there are no prior claims or (b) a maximum timeframe specified in the contract, from the date the contract is cancelled and the unit is vacated; if a contract is voluntarily terminated, it must provide that the refund be paid within 30 days from receipt of the next entrance fee for a like or similar unit for which there are no prior claims. (§651.055(1)(h)2.b. & 651.055(1)(h)3.)

Contract complies? Yes No N/A Location _____

D. If the contract provides for the facility to retain no more than 1% per month of occupancy and for such refund to be paid from the proceeds of the next entrance fees, and the provider has discontinued marketing continuing care contracts, the refund must be paid within 200 days after the date of notice of cancellation. (§651.055(1)(h)5.)

Contract complies? Yes No N/A Location _____

42. For a resident who has occupied his or her unit and received a transferrable membership or an ownership right in the facility, the refund shall be deemed satisfied by the acquisition of a transferrable membership or an ownership right in the facility. The provider may not charge any fee for the transfer of membership or sale of an ownership right. (§651.055(1)(h)6.)

Contract complies? Yes No N/A Location _____

Provisions for Dismissal or Discharge of Resident

43. The contract must describe the circumstances under which the resident will be permitted to remain in the facility in the event of financial difficulties of the resident. The stated policy may not be less than the terms stated in §651.061. (§651.055(1)(e)) (See questions 44 through 46.)

Contract complies? Yes No Location _____

44. No contract for care shall permit dismissal or discharge of the resident from the facility providing care before the expiration of the contract, without just cause for such a removal. (§651.061(1))

Contract complies? Yes No Location _____

45. The term "just cause" shall not include termination of contract holders for the purpose of decertifying a facility from this chapter. (§651.061(1))

Contract complies? Yes No Location _____

46. If a resident is unable to pay monthly maintenance fees:

A. It shall not be deemed just cause if the resident is unable to pay monthly maintenance fees until the entire unearned entrance fee, plus any Medicare benefits under Title XVIII of the Social Security Act and/or third-party insurance benefits received, is earned by the facility.

(§651.061(2))

Contract complies? Yes No Location _____

B. The unearned portion of the entrance fee shall be the difference between all amounts paid in by the resident and the cost of caring for the resident based upon the per capita cost to the facility.

(§651.061(2))

Contract complies? Yes No Location _____

C. Should the entrance fees be exhausted within 90 days of the date of failure to pay, the facility may not require the resident to leave before 90 days from the date of failure to pay.

(§651.061(2))

Contract complies? Yes No Location _____

D. During the 90 day period the resident shall continue to pay the facility a reduced fee based on her or his current income. (§651.061(2))

Contract complies? Yes No Location _____

Marriage

Each contract shall:

47. State the fees that will be charged if the resident marries while at the designated facility.

(§651.055(1)(f))

Contract complies? Yes No Location _____

48. State the terms concerning the entry of a spouse to the facility. (§651.055(1)(f))

Contract complies? Yes No Location _____

49. State the consequences if the spouse does not meet the requirements for entry. (§651.055(1)(f))

Contract complies? Yes No Location _____