



OFFICE OF INSURANCE REGULATION

Life & Health Product Review

RESIDENCY CONTRACT CHECKLIST (CCRC)

Statute/Rule	Description	Yes	No	N/A	Page #
690-193.020	Residency Contract shall: Be written in plain language customarily used and understood.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
PCOA / COA Instructions	Residency Contract shall: Be identified by a “unique identifier” on the first page.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
651.055(1)(a)	Residency Contract shall: Provide for the continuing care of only one resident, or for two persons occupying space designed for double occupancy.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
651.055(1)(a)	Residency Contract shall: List properties transferred and any other amounts paid or payable by, or on behalf of, the resident or residents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
651.055(1)(b)	Residency Contract shall: Specify all services, which are to be provided by the provider to each resident. Such items shall include, but are not limited to, food, shelter, personal services or nursing care, drugs, burial, and incidentals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
651.055(1)(c)	Residency Contract shall: Describe the terms and conditions under which a contract may be cancelled prior to occupancy and the conditions under which the entrance fee will be refunded.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
651.055(1)(c)	Residency Contract shall: 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 living unit by that person.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
651.055(1)(d)	Residency Contract shall: Describe the health and financial conditions required for a person to be accepted as a resident and to continue as a resident, once accepted.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
651.055(1)(e)	Residency Contract shall: 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.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
651.055(1)(f)	Residency Contract shall: State the fees that will be charged if the resident marries while at the designated facility, the terms concerning the entry of a spouse to the facility, and the consequences if the spouse does not meet the requirements for entry.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
651.055(1)(c)	Residency Contract shall: Describe the terms and conditions under which a contract for continuing care may be cancelled by the provider or by a resident.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
651.055(1)(c)	Residency Contract shall: Describe the conditions, if any, under which all or any portion of the entrance fee will be refunded in the event of cancellation of the contract by the provider or by the resident.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
651.055(1)(g)	Residency Contract shall: Provide that the contract may be cancelled upon the giving of written notice of cancellation of at least 30 days by the provider, the resident, or the person who provided the transfer of property or funds for the care of such resident.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	



OFFICE OF INSURANCE REGULATION

Life & Health Product Review

RESIDENCY CONTRACT CHECKLIST (CCRC)

651.055(1)(h)	Residency Contract shall: State the terms under which a contract is cancelled by the death of the resident. These terms <u>may</u> contain a provision that, upon the death of a resident, the entrance fee of such resident shall be considered earned and shall become the property of the provider. When the unit is shared, the conditions with respect to the effect of the death or removal of one of the residents <u>shall be</u> included in the contract.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
651.055(1)(g)	Residency Contract shall: Provide that if a contract is cancelled 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 shall be required.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
651.055(1)(g)1	Residency Contract shall: 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.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
651.055(1)(k)	Residency Contract shall: Specify whether or not the facility is, or is affiliated with, a religious, nonprofit, or proprietary organization or management entity.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
651.055(1)(k)	Residency Contract shall: State the extent to which the affiliate organization will be responsible for the financial and contractual obligations of the provider.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
651.055(1)(k)	Residency Contract shall: State the provisions under which the provider or affiliate is exempt from the payment of federal income tax.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
651.055(1)(i)	Residency Contract shall: Describe the policies which may lead to changes in monthly recurring and nonrecurring charges or fees for goods and services received, and shall provide for advance notice to the resident, of not less than 60 days.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
651.055(1)(j)	Residency Contract shall: Provide that charges for care paid in one lump sum shall not be increased or changed during the duration of the agreed upon care, except for changes required by state or federal assistance programs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
651.055(3)	Residency 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."	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
651.055(4)	The provider shall secure a signed, dated statement from each party to the contract certifying that a copy of the contract was received.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
651.055(1)(g)2	Unless the resident receives a transferable membership or ownership right in the facility the refund shall be calculated on a pro rata basis with the facility retaining no more than 2 percent per month of occupancy by the resident and no more than a 4-percent fee for processing.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
651.055(1)(g)2	Such refund shall be paid no later than 120 days after the giving of notice of intention to cancel.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	



OFFICE OF INSURANCE REGULATION

Life & Health Product Review

RESIDENCY CONTRACT CHECKLIST (CCRC)

651.055(1)(g)3	If the contract provides for the facility to retain no more than 1 percent per month of occupancy by the resident, it <u>may</u> provide that such refund will be paid from the proceeds of the next entrance fees received by the provider for units for which there are no prior claims by any resident.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
651.055(1)(g)3	If the contract provides for the facility to retain no more than 1 percent per month of occupancy by the resident or the provider has discontinued marketing continuing care contracts, the refund will be paid within 200 days after the date of notice.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
651.055(1)(g)4	Unless the resident dies before occupying the facility or, through illness, injury, or incapacity, is precluded from becoming a resident, said 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 4 percent of the entire entrance fee. In no event shall such processing fee exceed the amount paid by the prospective resident.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
651.055(1)(g)4	Such refund shall be paid no later than 60 days after the giving of notice of intention to cancel.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
651.055(1)(g)4	For a resident who has received an ownership right in the facility, the foregoing refund provisions shall be deemed satisfied by the acquisition of an ownership right in the facility.				
651.055(2) and 651.055(3)	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.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
651.055(2)	A resident shall not be required to move into the facility designated in the contract before the expiration of the 7-day period.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
651.055(5)	If a resident dies before occupying the facility or is precluded from becoming a resident under the terms of the continuing care contract, the contract is automatically cancelled.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
651.055(5)	If the resident dies before occupancy, the resident or the resident's 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.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
651.061(1)	No contract for care shall permit discharge of the resident from the facility providing care before the expiration of the contract, without just cause for such a removal.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
651.061(1)	The term "just cause" includes a good faith determination that a resident is a danger to herself or himself or others while remaining in the facility.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
651.061(1)	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. Any funds retained and not used for such purposes will be refunded to the resident within 45 days of vacating the unit.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	



OFFICE OF INSURANCE REGULATION

Life & Health Product Review

RESIDENCY CONTRACT CHECKLIST (CCRC)

651.061(2)	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.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
651.061(2)	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.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
651.061(2)	In any case where a consideration greater than the minimum charge has been paid for accommodations which are above-standard, the facility <u>may</u> include an additional amount in the resident's cost of care based upon the ratio of the amount paid to the minimum consideration for standard accommodations times the current per capita cost and applied to the period the aged person was in residence.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
651.061(2)	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.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
651.061(2)	During the 90-day period the resident shall continue to pay the facility a reduced fee based on her or his current income.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Chapter 651	Included with the revision of Chapter 651 in 1997 was the change of the term "agreement" to "contract". The term "contract" should be used where appropriate.				