



## PAY BASIS CONTRACT

This contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between The Masonic Home of Florida, herein referred to as the “Home”, and \_\_\_\_\_, herein referred to as the “Applicant”.

For and in consideration of the Home admitting the Applicant and providing for the maintenance, care and support of said Applicant at the Home, it is hereby understood and agreed to by and between the undersigned parties as follows:

### **Scope of Services:**

The services as reflected in the Standard Services for Skilled Nursing or Assisted Living, attached hereto and made a part hereof, as amended, shall be provided to the Applicant at the Home (unless otherwise provided) for the entire duration of the Applicant’s residence at the Home.

### **Spouse of Applicant:**

In the event the Applicant desires his/her spouse to enter the facility the monthly rate for services shall be based upon the higher level of care required by either the Applicant or his/her spouse. The spouse requiring a lower level of care will pay a reduced monthly rate of \$\_\_\_\_\_.

### **Spouse of Applicant (After Occupancy):**

In the event the Applicant becomes married while a resident of the facility and desires his/her spouse to enter the facility, the monthly rates shall be re-calculated based upon the higher level of care required by either the Applicant or his/her spouse. The spouse requiring a lower level of care will pay a reduced monthly rate of \$\_\_\_\_\_.

### **Changes to Fee Schedule:**

The charges for the services rendered by the Home to the Applicant, and spouse if applicable, are reviewed periodically and may be increased upon sixty (60) days prior written notice.

### **Physical Condition of Applicant:**

The physical condition of the Applicant must be such that the Applicant can safely reside in an Assisted Living or Skilled Nursing environment and that the Home has adequate facilities (or the available off premises facilities) to provide such to Applicant. In the event Applicant’s physical condition changes prior to admission, this contract will be amended to reflect the higher or lower level of service which will be required by the Applicant, with an adjustment to the monthly rate.

### **Financial Condition of Applicant:**

In the event the financial status of the Applicant changes prior to admission, Applicant must notify the Home and furnish such additional information as may be required by the Home.

**Payment for Services:**

The Applicant shall pay in advance the monthly rate in effect for Assisted Living or Skilled Nursing services as applicable, and any such additional charges for services as agreed upon in writing for services as agreed upon between the Applicant and the Home.

**Community Fees:** -

A non-refundable except as hereinafter setforth, Community Fee of \$\_\_\_\_\_ shall be due and payable upon approval of each Applicant but in no event payable prior to occupancy. The fee shall be non-refundable. The Masonic Home of Florida reserves the right to revise the Community Fee Structure as dictated by current policy

If the Applicant dies prior to admission, or through illness, injury or incapacity, is precluded from becoming a resident under the terms of this Contract, this Contract shall be automatically canceled, and the Applicant or the Applicant’s legal representative shall receive a full refund of all monies paid to the Masonic Home, except those costs specifically incurred by the Masonic Home at the request of the Applicant and set forth in writing in a separate addendum, signed by both parties to this Contract.

**Membership or Ownership Rights:**

Applicant does not, by virtue of the acceptance of this Contract by the Home, receive any form of transferable membership or ownership right in the facility.

**Rules and Regulations:**

Applicant acknowledges having been provided a copy of the Resident Rules and Resident’s Bill of Rights and agrees to abide by all of the rules of the Home:

**Termination of Contract:**

**By the Home:**

In the event the Applicant shall be in default for failure to pay the monthly rate and such additional charges for services as agreed upon by the Home in writing for a period of thirty (30) days, or if Applicant repeatedly violates any of the rules of the Home as amended, Applicant shall be subject to dismissal from the Home. Applicant will be provided no less than forty-five (45) days written notice of discharge by the Home unless there has been a determination that the Applicant is a danger to him/herself or others, in which event only such notice as a reasonable under the circumstances shall be provided.

**By Applicant:**

The Applicant may cancel this Contract and receive a full refund of any funds paid, except those costs specifically incurred by the Masonic Home at the request of the Applicant forth in writing in a separate addendum, signed by both parties to this Contract without penalty or forfeiture, within seven (7) days after executing this contract. Applicant shall not be required to move into the facility before the expiration of the seven (7) day period.

The Contract may be cancelled by Applicant after occupying the Home upon no less than thirty (30) days written notice to the Board of Trustees of the Masonic Home. Applicant shall remain responsible for the prorated monthly rate and such additional charges for services as agreed upon in writing between Applicant and the Home.

Applicant agrees to pay for any damages beyond normal wear and tear to the Applicant's room upon vacating same.

**Waiver:**

No obligation of the Applicant under this Contract shall be deemed waived by any course or pattern of conduct by the Home.

**Affiliation:**

The Home is not affiliated with any religious, nonprofit, proprietary organization or management entity with the sole exception of The Most Worshipful Grand Lodge of Free and Accepted Masons of Florida. The Most Worshipful Grand Lodge of Free and Accepted Masons of Florida is fully responsible for the financial and contractual obligations of the Home. The Masonic Home of Florida is a tax exempt, 501(c) (10) entity.

**Liability:**

The Home will not be liable to the Applicant, the Applicant's spouse, if applicable, for any damage to property or injury to Applicant, the Applicant's spouse, if applicable, on or off the Home's property for any cause whatsoever, including but not limited to Acts of God or defects in the premises. Applicant shall indemnify and hold harmless the Home and the Most Worshipful Grand Lodge of Florida from and against any and every kind of action arising out of, or connected with the Applicant, and/or the Applicant's spouse, if applicable, use or occupancy of the Home. The Home is not responsible for any personal effects of the Applicant. The Home will not be responsible for the payment of any bills, debts or other expenses incurred by the Applicant.

**Attorneys' Fees and Costs:**

In the event any payment due hereunder is not paid within thirty (30) days from the date such payment is due, Applicant will be charged a monthly fee of 1.5% services charge of the total balance due. Applicant will additionally be responsible for all legal fees, including appeals and court costs, incurred by the Home to collect any sums due, whether suit be instituted or not.

**Entire Contract:**

This contract supersedes any and all other contracts, either oral or in writing between the parties hereto with respect to the subject matter hereof, and contains all of the covenants and agreements between the parties with respect to said matter. The applicant acknowledges that no representations, inducements, promises or agreements orally or otherwise, have been made by anyone acting on behalf of the Home which are not contained herein.

**Choice of Law/Venue:**

The validity of this contract and of any of its terms or provision, as well as the rights duties and parties hereunder shall be interpreted and construed pursuant to and in accordance with the laws of the State of Florida. In the event of any litigation arising out of the terms or obligation of this Contract, suit shall be brought in Pinellas County, Florida.

**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 this contract.**

IN WITNESS WHEREOF, the parties have hereunto set their hand in seal the day first above written.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Witness

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, who is/are personally known to me or who has/have produced \_\_\_\_\_ as identification.

My Commission Expires

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Guarantor of Payment, if applicable

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Witness

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, who is/are personally known to me or who has/have produced \_\_\_\_\_ as identification.

My Commission Expires

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Contract accepted by Masonic Home of Florida.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Masonic Home Representative

**STANDARD SERVICES PROVIDED**

The following information is given to you relative to the services of The Masonic Home of Florida. The pay basis program in no way changes the Board of Trustees’ policy of providing help, aid and assistance to Florida Master Masons, their wives and widows.

The pay basis program consists of providing assisted living services and 24-hour skilled nursing care for payment of a monthly fee. The Home makes room and bed assignments in accordance with the Applicant’s physical and mental status and in accordance with State requirements for levels of care. Applicant acknowledges that room/bed assignments will be changed in order to provide a proper environment and care for all residents. Applicant, family and/or legal representative will be notified of any room changes in accordance with state statute.

The resident may choose to retain his/her personal physician. However, transportation to and from personal physician appointments is not guaranteed. Physician fees, medications, hospitalizations, x-rays, ambulance charges not covered by Medicare and other insurances are the responsibility of the resident.

**Standard services provided for the Assisted Living Facility (ALF):**

- Private Room
- Utilities
- Cable TV
- Wireless internet
- Three meals daily
- Emergency assistance
- Weekly housekeeping and laundry service
- Medication management as required
- Assistance in scheduling physician and dental appointments
- Transportation to prearranged medical/dental appointments when seeing physicians utilized by the Masonic Home.

Private Suite Daily Rate: \_\_\_\_\_ Additional Charges \$ \_\_\_\_\_

**TOTAL DAILY CHARGE \$ \_\_\_\_\_**

\_\_\_\_\_ **INITIAL**

**Standard services provided for the Skilled Nursing Facility (SNF):**

Total nursing care is furnished in the Nursing Center on the Pay Basis program.

- Semi Private Room
- 24-hour nursing care
- Utilities
- Cable TV
- Wireless internet
- Three meals daily
- Daily housekeeping and laundry service
- Medication management
- Incontinence care
- Assistance in scheduling physician and dental appointments
- Transportation to prearranged medical/dental appointments when seeing physicians utilized by the Masonic Home.
- All services provided within the Assisted Living Facility
- Dining and activities assistance as needed
- Assistance with dressing and undressing as needed
- Social Services assistance

Semi- Private Suite Daily Rate: \_\_\_\_\_ Additional Charges: \_\_\_\_\_

**INITIAL** \_\_\_\_\_

**TOTAL DAILY CHARGE: \$** \_\_\_\_\_

## PERSONAL INFORMATION

I \_\_\_\_\_, the undersigned hereby apply for admission into the Masonic Home of Florida and submit the following statement, which I declare to be true in every particular:

### MASONIC MEMBERSHIP (if applicable):

Member Name: \_\_\_\_\_

Relationship to Applicant: \_\_\_\_\_

Lodge/Chapter Name and No. \_\_\_\_\_ Location \_\_\_\_\_

### PERSONAL AND FAMILY HISTORY

Date of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

Current address: \_\_\_\_\_

Home phone: \_\_\_\_\_ Email address: \_\_\_\_\_

Social Security # \_\_\_\_\_ VA File Number: \_\_\_\_\_

Previous Occupation: \_\_\_\_\_

Marital Status (circle one)    Single    Married    Widowed    Divorced    Separated

Spouse's Name: \_\_\_\_\_ Date of marriage: \_\_\_\_\_

Address, if different: \_\_\_\_\_

If foreign born, status of citizenship: \_\_\_\_\_ Alien Registration #: \_\_\_\_\_

Religious Affiliation, if any: \_\_\_\_\_

Education Level: Elementary or Secondary (0-12) \_\_\_\_\_ College (Years): \_\_\_\_\_

Father's Name: \_\_\_\_\_

Mother's Full Maiden Name: \_\_\_\_\_

### Living Children:

Name	Address	Phone	Email
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**Insurance Information:**

Medicare A: \_\_\_\_\_ Medicare B: \_\_\_\_\_

Medicare D: \_\_\_\_\_ Railroad Medicare #: \_\_\_\_\_

Supplemental Insurance other than Medicare or Medicare Replacement:

Company: \_\_\_\_\_ Policy Number: \_\_\_\_\_

Address for claims: \_\_\_\_\_

Phone /Number: \_\_\_\_\_

Long Term Care Insurance (attach summary of benefits):

Company: \_\_\_\_\_ Policy Number: \_\_\_\_\_

Address for claims: \_\_\_\_\_

Phone /Number: \_\_\_\_\_

**Miscellaneous Information:**

Who should be contacted in the event of your illness or death?

Name: \_\_\_\_\_ Relation: \_\_\_\_\_

Address: \_\_\_\_\_

Phone(s)/Email: \_\_\_\_\_

Do you currently have a Durable Power of Attorney (DPOA)? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, attach a copy. If no, a DPOA **must** be appointed prior to admission.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Do you have a Health Care Surrogate: \_\_\_\_\_ Yes \_\_\_\_\_ No

If Yes, provide a copy of the document. If no, a Surrogate must be appointed prior to admission.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Upon death, which funeral home should be contacted?

Funeral Home: \_\_\_\_\_ Phone: \_\_\_\_\_

Location: \_\_\_\_\_ Contract: \_\_\_\_\_

**Financial Information:**

The following a full list of property of every kind and character owned by me now. I have attached three months of financial statements to substantiate information.

<b>ASSETS</b>			
	Worth/Received Monthly	Institution	Jointly Held
Cash			
Certificates of Deposit			
Home			
IRA			
Social Security			
Pension			
Trust Income			
Other Income			

<b>LIABILITIES</b>			
	Amount Owed	Institution	Jointly Held
Mortgage			
Credit Cards			
Automobile			
Other			

## PHYSICIANS REPORT OF HISTORY AND PHYSICAL EXAM

The Masonic Home of Florida must receive history and physical examination completed by a medical practitioner within 60 days prior to admission. Each Applicant must remain under the care of a medical practitioner. AHCA form 1823 or AHCA Form 3008 may be used in lieu of this exam report as appropriate to placement and ca be dated no earlier than 30 days prior to admission.

Applicant's full name: \_\_\_\_\_ DOB: \_\_\_\_\_

Smoker, current, past, amount: \_\_\_\_\_ Alcohol \_\_\_\_\_

Is patient on a therapeutic diet per your order? \_\_\_No \_\_\_Yes, if yes, please list: \_\_\_\_\_

\_\_\_\_\_

Current and Active Medical Conditions: \_\_\_\_\_

\_\_\_\_\_

Historical inactive problems: \_\_\_\_\_

\_\_\_\_\_

Past Surgeries: \_\_\_\_\_

\_\_\_\_\_

Current medications, prescriptions: (attach additional sheet if necessary)

Medication

Diagnosis

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Current medications, non-prescription: (attach additional sheet if necessary)

Medication

Diagnosis

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

List all allergies, including food and medical: \_\_\_\_\_

\_\_\_\_\_

**TB Test:** \_\_\_\_\_ (To be completed within last 30 days) or Chest X-RAY (To be completed within last 5 years)

**LABS:** Attach most recent results, not older than 90 days.

On continuous Oxygen - ABGs: \_\_\_\_\_

**PHYSICAL:**

Weight: \_\_\_\_\_ Height: \_\_\_\_\_ Pulse (reg. or irreg.) \_\_\_\_\_ BP: \_\_\_\_\_

Mental Status (confused, oriented, alert, cooperative, Alzheimer's, etc.) \_\_\_\_\_

Last eye exam: \_\_\_\_\_ Glasses: \_\_\_\_ Yes \_\_\_\_ No

Fundi: \_\_\_\_\_ TMs: \_\_\_\_\_

Hearing (good, fair, poor): \_\_\_\_\_ Last hearing test: \_\_\_\_\_

Hearing Aids: \_\_\_\_ No \_\_\_\_ Yes, Which ear? \_\_\_\_\_

Mouth/Teeth: \_\_\_\_\_ Dentures/Partials: \_\_\_\_\_

Lungs: \_\_\_\_\_

**Heart:**

Rate: \_\_\_\_\_ Rhythm: \_\_\_\_\_

Murmur: \_\_\_\_\_ Gallop: \_\_\_\_\_

Pacer: \_\_\_\_ No \_\_\_\_ Yes; Date implanted \_\_\_\_\_

**Abdomen:**

Organs: \_\_\_\_\_ Tenderness: \_\_\_\_\_

Scars: \_\_\_\_\_

**Muscular/Skeletal:**

Arthritic Joint: \_\_\_\_\_ Amputations: \_\_\_\_\_

Paralysis: \_\_\_\_\_

Genital/Rectal: \_\_\_\_\_

**Legs:**

Pulses: \_\_\_\_\_

Edema: \_\_\_\_\_

Varicosities: \_\_\_\_\_

Ulcerations: \_\_\_\_\_

Neurological:

Gait Disturbance: \_\_\_\_\_

Tremor: \_\_\_\_\_

Ataxia: \_\_\_\_\_

**Summary:**

Please provide any other information with regard to this individual's physical or mental condition that will assist in a smooth transition to The Masonic Home of Florida.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As the Physician completing this medical summary for \_\_\_\_\_, I recommend that this individual be admitted to The Masonic Home of Florida to the following area:

\_\_\_\_\_ Assisted Living Facility

\_\_\_\_\_ Skilled Nursing Facility

Have you known and care for this individual prior to this exam: \_\_\_\_\_ Yes \_\_\_\_\_ No

Date of Physical: \_\_\_\_\_

Printed Name of Physician: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Signature of Physician: \_\_\_\_\_