



CONNIE LAWSON
SECRETARY OF STATE

SECRETARY OF STATE
STATE OF INDIANA
SECURITIES DIVISION

CHRIS NAYLOR
SECURITIES COMMISSIONER

UPDATE

JULY 11, 2013

To: All Indiana CCRC Administrators

Re: Application for Registration as a Continuing Care Provider
New Legislation – Effective July 1, 2013

Enclosed please find the new, revised Application for Registration as a Continuing Care Provider. This form replaces the application revised in MAY 2013.

Pages 5 and 6 contain new language added to Indiana Code 23-2-4. Specifically, new definitions of “continuing care agreement” were added (page 5), as well as the conditions under which a provider must register with the Securities Commissioner (page 6).

Discard all older versions of the Application, and begin using this new form immediately for all annual renewals going forward. Please confirm receipt of this form by replying to my email.

Thank you,

Doreen Fuery
Senior Accountant
E: dfuery@sos.in.gov

3. Attach a copy of all residency agreements and/or contracts offered at this facility. (ALL contracts/agreements offered at the facility; not just continuing care agreements.) _____

4. List the name and address of the escrow agent used by the provider for the deposit of entrance fees received from residents prior to occupancy. (Note: If any portion of an entrance fee is received from a continuing care resident, the law requires that such money be held in escrow until the resident takes occupancy.) _____

5. Attach a copy of the agreement entered into between escrow agent and provider.

6. List the name and address of any other facility currently or previously operated by the provider or manager of this facility. _____

7. If the operation of the facility has not begun, attach a statement of the anticipated source and application of funds to be used in the purchase or construction of the facility, and the estimate of the funds, if any, which are anticipated to be necessary to pay for start-up losses.

8. Does this facility offer rental contracts / agreements? _____
 ** If yes, are meals, health-related services, or a combination of such included in the fee? _____
 Please provide details of those services. _____

9. Does this facility offer continuing care agreements? _____
 ***** SEE NEW DEFINITION OF "CONTINUING CARE AGREEMENT" on Page 5
 ** If no, is the facility honoring pre-existing continuing care contracts? _____

10. Does this facility have a health center, nursing home, or similar on campus? _____

(1) For each continuing care contract, show the range of entrance fees charged.

<u>Type of Contract</u>	<u>Lowest Entrance Fee</u>	to	<u>Highest Entrance Fee</u>
a. _____	\$ _____		\$ _____
b. _____	\$ _____		\$ _____
c. _____	\$ _____		\$ _____
d. _____	\$ _____		\$ _____

Attach additional sheets if necessary to list all continuing care contracts.

OCCUPANCY INFORMATION

COMPLETE ALL APPLICABLE LINES BELOW

Occupancy information is current as of: / /
mm dd yy

TYPE OF UNIT	TOTAL UNITS, ROOMS, OR BEDS AVAILABLE	CONTINUING CARE CONTRACTS		DAILY RATE or RENTAL CONTRACTS	
		TOTAL OCCUPIED UNITS	TOTAL # OF RESIDENTS OR PATIENTS	TOTAL OCCUPIED UNITS	TOTAL # OF RESIDENTS OR PATIENTS
Studio					
1 - Bedroom					
2 - Bedroom					
3 - Bedroom					
Cottage					
Health Center					
Other					
Other					
Totals					
	(A)	(B)	(C)	(D)	(E)

- (A) = Total units making up the entire community
- (B) = Total units occupied under continuing care contracts
- (C) = Total number of residents living in (B)
- (D) = Total units occupied under daily rate or non-continuing care rental contracts
- (E) = Total number of residents living in (D)

Note: (B) + (D) should be less than or equal to (A)

ENTRANCE FEE REFUND LIABILITY

In an effort to determine the risk exposure to the Indiana Retirement Home Guaranty Fund into which your residents' \$100 fees for continuing care contracts are invested (SEE NOTE BELOW), please provide the potential liability / refunds that may, at any time, be paid back to residents or their estates if they pass away or terminate their continuing care contracts. Please be specific as to dollar amount and date.

NOTE: Only those residents who entered into a continuing care contract before July 1, 2009 paid \$100 into the Guaranty Fund. Residents entering into continuing care contracts on or after July 1, 2009 would not have paid the \$100 fee.

**ALL CONTINUING CARE RESIDENTS THROUGH PRESENT DAY:
(This will include the older contracts entered prior to July 1, 2009 as well as all newer contracts whereby residents paid at least a \$25,000 entrance fee.)**

\$ _____ / _____ / _____

**\$ - Total Potential Refunds
for all Continuing Care
residents Listed in Column C
on Page 3 above.**

As of: mm/dd/yy

CONTINUING CARE RESIDENTS WHO ENTERED BEFORE JULY 1, 2009:

\$ _____ / _____ / _____

**\$ - Potential Refunds
only for Continuing Care
residents who entered a Continuing
Care contract BEFORE July 1, 2009.**

As of: mm/dd/yy

**# - Number of Continuing Care Residents entitled to Potential Refund above: _____
(This number will be less than or equal to the total number in Column C.)**

THIS APPLICATION / RENEWAL IS COMPLETE WHEN WE HAVE RECEIVED:

_____ Filing fee

_____ This completed application form

_____ Current or amended Initial Disclosure Statement

_____ Current audited financial statements - as of most recent fiscal year end

NEW DEFINITIONS EFFECTIVE ON JULY 1, 2013

IC 23-2-4-1 Definitions

“Continuing care agreement” means the following:

- (1) For **CCRCs registered before January 2, 2007**, an agreement by a provider to furnish to at least one (1) individual, for the payment of an entrance fee and periodic charges, accommodations in a living unit of a home, and at least two (2) of the following services for the life of the individual or for more than one (1) month unless the agreement is cancelled:
 - (A) Meals and related services.
 - (B) Nursing care services.
 - (C) Medical services.
 - (D) Other health related services.

- (2) For **CCRCs registered after January 1, 2007, and before July 1, 2009**, an agreement by a provider to furnish to an individual, for the payment of an entrance fee of at least twenty-five thousand dollars (\$25,000) and periodic charges:
 - (A) accommodations in a living unit of a CCRC;
 - (B) meals and related services;
 - (C) nursing care services;
 - (D) medical services;
 - (E) other health related services; or
 - (F) any combination of these services;for the life of the individual or for more than one (1) month, unless the agreement is cancelled.

- (3) For **CCRCs registered after June 30, 2009**, an agreement by a provider to furnish to an individual, for the payment of an entrance fee of at least twenty-five thousand dollars (\$25,000) and periodic charges:
 - (A) accommodations in a living unit of a CCRC;
 - (B) meals and related services;
 - (C) nursing care services;
 - (D) medical services;
 - (E) other health related services; or
 - (F) any combination of these services;for the life of the individual, unless the agreement is terminated as specified under this chapter.

IC 23-2-4-3 Registration; application; order

- (a) A provider shall register each CCRC with the commissioner if:
- (1) before opening the CCRC, the provider:
 - (A) enters into;
 - (B) extends; or
 - (C) solicits;a continuing care agreement; or
 - (2) while operating the CCRC, the provider has either:
 - (A) for a **CCRC registered before January 2, 2007**, continuously maintained since on or before January 1, 2007, at least one (1) continuing care agreement with an individual living in the continuing care community; or
 - (B) for a **CCRC registered after January 1, 2007**, entered into a continuing care agreement with at least twenty-five percent (25%) of the individuals living in the continuing care retirement community.