

CONTINUING CARE AGREEMENT

MASONICARE AT HOME, INC. d/b/a LIVE HOME BY MASONICARE

A non-profit corporation with Masonicare Corporation,
a 501(c)(3) corporation, as its sole member.

A Continuing Care Contract is a financial investment, and your investment may be at risk. Masonicare At Home, Inc. d/b/a Live Home by Masonicare's ability to meet its contractual obligations under such contract depends on its financial performance. We advise you to consult an attorney or other professional experienced in matters relating to investments in continuing care facilities and programs before you sign a Continuing Care Contract. The Department of Social Services does not guarantee the security of your investment.

TABLE OF CONTENTS

	Page
SECTION I DURATION OF AGREEMENT.....	1
SECTION II SERVICES.....	1-5
SECTION III YOUR RESPONSIBILITIES AS A MEMBER.....	5-7
SECTION IV FEES.....	7-8
SECTION V TERMINATION OF THIS AGREEMENT AND REFUNDS.....	9-11
SECTION VI MISCELLANEOUS.....	11-13
EXHIBIT A.....	14-15
EXHIBIT B.....	16-17

This Continuing Care Agreement (“Agreement”) is made as of this ___ day of _____ between _____ (whom we shall refer to as "you" or the “Member”) residing at _____ (“Home”) and Masonicare At Home, Inc. (“Masonicare”) d/b/a Live Home by Masonicare located at 22 Masonic Avenue located in Wallingford, Connecticut 06492 (which we shall refer to as "we", "us", "Live Home" or the "Provider"). If more than one person is signing this Agreement, “you” refers to each of you individually and both of you together and your obligations under this Agreement are joint and several.

I. DURATION OF AGREEMENT

This Agreement is effective as of the date set forth above (the “Membership Date”). This Agreement will remain in effect until it is terminated in accordance with Section V of this Agreement (the “Termination Date”).

II. SERVICES

Live Home will provide you the Services described in this Agreement according to the terms and conditions described in this Agreement.

You agree to accept and pay for the Services as set forth in this Agreement and to abide by the rules of Live Home at all times while receiving services under this Agreement.

All Members receive the Standard Services Package as described in Section II. A. below. Upgrade options are set forth within the Gold Package listed in Section II.B. All fees are subject to change as detailed in Section IV.

Section II. A.

1. Assessments

Upon becoming a member of Live Home, we will perform an in-home assessment of your needs and work with you to develop a services/support plan. A Wellness Navigator will perform assessments and updates to your service plan on a yearly basis.

2. Meals

All Members are entitled to select two monthly meals and can be used at any one of our three Masonicare locations: Masonicare at Ashlar Village, Masonicare at Chester Village, and Masonicare at Mystic. Additional meals will be available to Members at the cost paid by the Member. Reservations are required and space is subject to availability. If the Member chooses the option of delivery, the Member will be charged for the cost to deliver the meals.

3. Skilled Nursing/Respite Stays at Masonicare Health Center

As a Member, you will be entitled to three, free days of assisted living or respite at one of Masonicare's Assisted Living Communities each calendar year. Alternately, you will be entitled to three, free days of room and board at Masonicare Health Center each calendar year if you require skilled nursing services but did not have a qualifying stay in an acute care hospital or you do not meet the Medicare requirements for skilled nursing/rehabilitation services. Free days must be used within the calendar year and may not be carried over to subsequent years or transferred to other Members.

4. Access to the Masonicare Continuum

All Live Home Members will have access to the Masonicare Continuum including the independent and assisted living residences and Masonicare's skilled nursing facilities. Admission will be contingent upon availability and satisfaction of all admissions requirements. Members are solely responsible for the cost associated with these services.

5. Social, Recreational and Wellness Programs

All Members will have access to social, recreational, cultural, and wellness programs offered at the three Masonicare locations: Masonicare at Ashlar Village, Masonicare at Chester Village, and Masonicare at Mystic. Members will also have access to community pools located at Masonicare at Chester Village and Masonicare at Mystic. All events, programs, and activities are subject to availability.

6. Preferred Vendors and Referral Service

All Members will have access to a Referral Service for additional services not provided under this Agreement. These may include lawn care, professional house cleaning, repair person services, home remodeling, and snow removal. Some services are available at discounted rates. The Referral Service is available at no cost to you; however, you are responsible for the cost of any services rendered by the referred service providers. Member shall indemnify, defend and hold Live Home and the Masonicare Continuum harmless from and against all claims, demands or liabilities arising in connection with the work performed by Referral Service vendors.

7. Monthly Housekeeping

All Members will receive three hours of housekeeping per month. Homemaking or companion services may be substituted for up to three hours per month. Requests are subject to availability and must be made in advance.

8. Guest Services

All Members are entitled to book a three night stay per couple per calendar year at the any of the Masonicare locations: Masonicare at Ashlar Village, Masonicare at Chester Village, and Masonicare at Mystic. All reservations must be made in advance, and are subject to availability.

9. Community Resource Services.

All Members will receive community services through our outreach program. The Masonic Charity Foundation of Connecticut supports this benefit. Your Wellness Coordinator will help to assist you in the comfort of your own home. This program is especially designed to help you with information and assistance related to Medicare, Assisted Living, Memory Care, and Skilled Nursing Home Care Eligibility for benefits, other insurance programs, planning for your future needs, etc.

10. Hearing Screening Services

It is important to take care of your hearing health, as hearing loss can lead to a higher incidence of falls, heart disease, diabetes, and cognitive decline. All

Members are entitled to receive a hearing screening upon request at our Masonicare Hearing center. The Doctor of Audiology will perform hearing screenings held at our Masonicare Health Center.

Section II. B.

1. Transportation

Gold Package Members will receive up to 75 miles per calendar year to provide transportation services. Couples will receive up to 100 miles annually.

2. Additional Guest Services

Gold Package Members are entitled to book an additional three night stay per couple per calendar year at the any of the Masonicare locations: Masonicare at Ashlar Village, Masonicare at Chester Village, and Masonicare at Mystic. All reservations must be made in advance, and are subject to availability.

3. Additional Meals

Gold Package Members are entitled to an additional ten monthly meals and can be used at any one of our three Masonicare locations: Masonicare at Ashlar Village, Masonicare at Chester Village, and Masonicare at Mystic. Additional meals will be available to Members at the cost paid by the Member. Reservations are required and space is subject to availability. If the Member chooses the option of delivery, the Member will be charged for the cost to deliver the meals.

4. Personal Emergency Response System

As a Gold Package Member, you will have full 24/7 access to provide you with the confidence to maintain your independence in and around your home. You will have the choice to select the appropriate emergency support solution for you.

5. Massage Therapy Services

As a Gold Package Member, you will receive up to two visits per year to be used at any time each calendar year from a preferred Vendor specializing in

Massage Therapy services. Massage therapy may help to manage your health or enhance overall wellness.

6. Nutrition Services

As a Gold Package Member, you will receive up to two visits per calendar year to be used at any time each year from a preferred Vendor specializing in Nutrition services. Developing a nutrition Plan with a specialized Nutritionist can help you maintain a healthy lifestyle tailored to meet your needs individually.

III. YOUR RESPONSIBILITIES AS A MEMBER

A. RULES

You agree to abide by Live Home rules, which are attached as Exhibit B and incorporated into this Agreement. Live Home reserves the right to amend the rules from time to time. Copies of such changes and amendments shall be provided upon request. You further agree to follow the rules of Masonicare when on the Masonicare Campus.

B. RIGHTS OF MEMBERS

Your rights as a Member under this Agreement are those rights and privileges expressly granted to you in this Agreement or by Connecticut law.

C. RIGHT OF ENTRY

You shall permit authorized employees and providers entry into your Home at any time in case of emergencies, for scheduled meetings and to provide services. Live Home recognizes your right to privacy and will limit entry to your Home as described above.

D. REAL PROPERTY

Your rights and privileges, as granted herein, do not include any right, title or interest whether legal, equitable, beneficial or otherwise, in or to any part of the real property, including land, buildings and improvements owned or operated by Live Home or its parent, Masonicare Corporation.

E. RESPONSIBILITY FOR DAMAGES/PROPERTY PROTECTION

You will be responsible for any costs incurred in replacing, maintaining or repairing any loss or damage to the real or personal property of Live Home or its parent Masonicare Corporation caused by the negligence or willful misconduct of you, your guests, agents, employees or pets.

You are responsible for providing personal property and liability insurance for yourself and your property. You agree that Live Home is not responsible for securing or safeguarding your personal property and possessions. You are responsible for keeping your home secured and for taking any other reasonable precautions. Live Home is not liable for any claims, damages or expenses, including attorneys' fees, resulting from any injury or death to persons or any damage to property unless caused by the gross negligence or willful misconduct of Live Home employees.

F. MEDICARE AND OTHER INSURANCE REQUIREMENTS

You understand and agree that Live Home is not responsible for the cost of healthcare services required by you except as specifically set forth in Section II.A of this Agreement. You understand that it is your obligation to obtain and maintain any available insurance coverage, including Medicare and Medicaid, to meet your healthcare needs.

G. NON-TRANSFERABLE

Your rights under this Agreement are personal to you and cannot be transferred or assigned by you to any other person or entity.

H. HEALTH STATUS

You agree to share any changes in your medical status with your Wellness Navigator and to provide copies of any and all examinations, test results, progress

notes or other copies of medical records upon request. You further agree to submit to a physical examination upon the request of Live Home.

I. POWER OF ATTORNEY/HEALTHCARE REPRESENTATIVE

You agree to execute and maintain in effect a limited Durable Power of Attorney and Healthcare Representative valid under Connecticut law. The Power of Attorney shall designate as your attorney-in-fact, a bank, lawyer, relative or other responsible person or persons of your choice, to act for you in managing your financial affairs and filing for your insurance or other benefits as fully and completely as you would if acting personally. It shall be in a form, which survives your incapacity or disability, and be otherwise satisfactory to Live Home. The Healthcare Representative shall designate a relative or other responsible person or persons of your choice to make all health care decisions on your behalf at the time you are unable to make or communicate your decisions about your medical care. You will deliver a fully executed copy of this Power of Attorney and Healthcare Representative to us at the time of your first meeting with your Wellness Navigator.

IV. FEES

A. FEES GENERALLY

The fees associated with your Membership may include an initial Membership Fee, a Monthly Standard Services Fee and Additional Fees for any additional services selected by you. These fees are subject to change, from time to time, in the sole discretion of Live Home as set forth in this Agreement.

B. MEMBERSHIP FEE

Upon signing this Agreement, you agree to pay a one-time membership fee in the amount of _____ to Live Home (“the Membership Fee”). If this Agreement is for two persons residing in the same Home, a second person Membership fee in the amount of _____ will also apply. The Membership Fee will be placed into an escrow account with our current banking institution, in accordance with Connecticut General Statutes Section 17b-524. This fee is non-refundable except as set forth in Section V. No interest shall be paid on any Membership Fees paid to Live Home.

C. MONTHLY STANDARD SERVICES FEE

You agree to pay Live Home a monthly fee in the amount of _____ for the Standard Services Package described in Section II.A (the “Monthly Standard Services Fee”) and an additional second person monthly fee (“Second Person Monthly Fee”) in the amount of _____ if a second person who also occupies your Home will be receiving services under this Agreement. This amount shall be paid in advance on or before the fifth day of each month beginning with the Membership Date. You agree to pay the Monthly Standard Services Fee whether you are residing in your Home or are temporarily in another healthcare facility. The initial Monthly Standard Services Fee shall be prorated for any applicable period of less than one month. The Monthly Standard Services Fee may be increased by Live Home in its sole discretion upon sixty (60) days’ notice to you.

D. ADDITIONAL FEES

You will be invoiced as part of your monthly fee for any items and services provided to which are not included in your Standard Services Package.

E. LATE FEES

You agree to pay Live Home interest at one and a half percent (1.5%) per month on any overdue Monthly or Additional Fees.

V. TERMINATION OF THIS AGREEMENT AND REFUNDS

A. TERMINATION BY YOU

You may terminate this Agreement for any reason within thirty (30) days following the execution of the contract (“Statutory Rescission Period”) by notifying Live Home in writing by registered or certified mail. In the event you terminate within the Statutory Rescission Period, any fees paid to Live Home will be refunded less: (a) costs specifically incurred by Live Home at your request, and (b) a service charge equal to the greater of one thousand dollars (\$1,000) or two percent (2%) of your Membership Fee.

If you pass away before the commencement of care under this Agreement but after the Statutory Rescission Period, this Agreement shall terminate

automatically upon Live Home receiving written notice by registered or certified mail of your inability to receive care. Your legal representative will receive a refund of any fees paid to Live Home less: (a) costs specifically incurred by Live Home at your request, and (b) a service charge equal to the greater of one thousand dollars (\$1,000) or two percent (2%) of your Membership Fee.

You may terminate this Agreement after the Statutory Rescission Period by giving written notice by registered or certified mail to Live Home, no less than sixty (60) days prior to termination. The notice must specify the termination date.

This Agreement shall automatically terminate upon the death of the last surviving Member.

Any Membership Fee refund due you after the Statutory Rescission Period will be made in accordance with Section V.C.2.

B. TERMINATION BY LIVE HOME BY MASONICARE

1. Termination without Cause

Live Home may terminate this Agreement for any reason upon sixty (60) days written notice to you.

1. Termination for Cause

Live Home shall have the right to terminate this Agreement for any cause, which, in its sole discretion, shall be good and sufficient. Good and sufficient cause shall include, but is not limited to, the following:

- a. Failure to perform your obligations under this Agreement, including the obligation to timely pay the Monthly and Additional Fees.
- b. Your behavior resulting in a threat to the safety, health, peace, or well-being of yourself or others.
- c. Your refusal to follow the recommendations of Live Home when such refusal poses a risk to your health or safety as determined by us in our sole discretion.
- d. Care in your home is no longer safe as determined by us in our sole discretion.

- e. You move outside the geographic area serviced by Live Home.

Live Home shall give you reasonable notice of termination in writing via hand delivery, registered, or certified mail. Live Home's determination that your continued Membership presents a threat to the safety of others or of yourself shall be a factor in determining the reasonableness of that notice period.

C. CONDITIONS OF REFUND AND DUTIES UPON TERMINATION

1. Duties Upon Termination

Monthly Fees are to be paid through the month of your Termination Date. Monthly Fees shall not be prorated unless termination is due to the death of a Member. Upon termination by either you or Live Home, you agree to pay Live Home all amounts owed to it. You agree that Live Home may set off any amounts owed by you to Live Home against any refund due.

2. Refund of the Membership

If you or Live Home terminate this Agreement after your Membership Date, you or your estate shall be due a refund equal to the amount of the Membership Fee less 1.04 percent thereof for each calendar month between the date you signed this Agreement and the Termination Date. No refund shall be due if the Agreement terminates more than ninety-six (60) months after the date you signed this Agreement. If you are terminating this Agreement in order to enter in Residency Agreement for Masonicare at Ashlar Village or Chester Village, Masonicare will apply the full amount of your Membership Fee to the Entrance Fee owed without regard to any declining balance. If you are terminating this Agreement in order to enter in Residency Agreement for Masonicare at Pond Ridge, Mystic, Johnson or Hawkins, 50% of your entrée fee will be applied towards your balance.

For purposes of computing Membership Fee refunds, a partial calendar month of more than fifteen (15) days shall be treated as a full month and a partial calendar month of fifteen (15) or fewer days shall be ignored. The date you signed this Agreement and the Termination Date shall be counted as full calendar days.

VI. MISCELLANEOUS

A. CONFIDENTIALITY

Live Home agrees to keep all of the personal and medical information you have supplied to Live Home in confidence. You agree that Live Home may provide such information to health care professionals, third-party payers and others who have a need, in our judgment, or a right to know such information under federal or state law.

B. WAIVER

In the event that Live Home does not, in any one or more instances, insist upon your strict performance, observance or compliance with any of the terms or provisions of this Agreement, or if we waive a breach by you of this Agreement, it shall not be construed to be a waiver of our right to insist upon your strict compliance with all other terms and provisions of this Agreement.

C. GOVERNING LAWS

The laws of the State of Connecticut shall govern this Agreement.

D. ATTORNEYS' FEES AND COSTS

If Live Home is obliged to take legal action to enforce this Agreement, to collect sums due to Live Home pursuant to this Agreement or to recover damages of any kind, you are liable for the costs of such action including, but not limited to, reasonable attorneys' fees.

E. FULL AND COMPLETE AGREEMENT

This Agreement has precedence over any representations previously made by Live Home representatives and over any descriptions of services in promotional materials or presentations. This Agreement constitutes the entire contract between you and Live Home and supersedes all previous understandings and agreements between you and Live Home. No waiver or modification shall be valid unless made in writing, signed by you and by Live Home and attached to this Agreement.

F. INTERPRETATION

Headings are for convenience and reference purposes only and shall not affect the interpretation of any provision of this Agreement. Should any provision herein, for any reason, be held invalid or unenforceable in any jurisdiction in which it is sought to be enforced such invalidity and unenforceability shall not affect any other provision of this Agreement and such invalid and unenforceable provision shall be construed as if it were omitted. The remainder of the Agreement shall remain in full force and effect.

G. GENDER OF PRONOUNS

All references in this Agreement by masculine pronouns and adjectives also include the feminine and vice versa.

H. SUCCESSORS AND ASSIGNS

The duties owed Live Home under this Agreement shall inure to the benefit of its successors and assigns.

I. STATEMENT OF NON-DISCRIMINATION

Live Home complies with applicable federal and state laws that prohibit discrimination based on race, color, sex, religious beliefs, national origin and other protected classes of persons.

J. NOTICES

When required by the terms of this Agreement, notices shall be given in writing and shall be given to Live Home or to you at the addresses set forth in this Agreement or at such address as we or you shall specify in writing to each other.

Your signature below certifies that you have read, understand and accept this Agreement and that you or your financial advisor have received the most current Disclosure Statement containing the current audited financial statements.

Signature – Member

Witness

Date

Date

Signature – Member

Witness

Date

Date

LIVE HOME BY MASONICARE

By: _____
Authorized Representative

Date

EXHIBIT A

SERVICES SELECTION AND FEES

MEMBERSHIP FEE

Option A	Initial Fee	SINGLE Membership Monthly Fee	COUPLE Membership Monthly Fee
Standard	Single \$15,000 Couple \$20,000	\$300	\$450
Gold (Add On All)	Single \$15,000 Couple \$20,000	\$700	\$950

Option B	Initial Fee	SINGLE Membership Monthly Fee	COUPLE Membership Monthly Fee
Standard	Single \$10,000 Couple \$13,500	\$400	\$550
Gold (Add On All)	Single \$10,000 Couple \$13,500	\$800	\$1,050

Option C	Initial Fee	SINGLE Membership Monthly Fee	COUPLE Membership Monthly Fee
Standard	\$0	\$600	\$750
Gold (Add On All)	\$0	\$1,000	\$1,300

EXHIBIT B

Member agrees to:

1. Be responsible for calling “911” for assistance in the event of an emergency when the Masonicare employee is not present.
2. Call the Live Home scheduling office at least forty-eight (48) hours in advance at **(203) 679-5941** to cancel a visit or change the schedule of visits. We reserve the right to charge for the scheduled visit if there is no cancellation notice. The Member understands that Masonicare employees may not approve any schedule change.
3. Treat Masonicare employees respectfully, including no verbal or sexual harassment, regardless of an individual’s race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex or sexual orientation.
4. Identify a primary caregiver who is knowledgeable and able to provide the care that you require in the rare and unavoidable instance that there is an interruption in agency services.
5. Refrain from engaging any Masonicare employee to perform services under any separate agreement, either verbally or in writing, if Masonicare offers such services. Such prohibition shall be for 180 days from the termination date of this agreement and if violated, subject to five thousand dollars (\$5,000) in liquidated damages, plus reasonable costs and attorney fees.
6. Provide a safe, suitable environment in which care can be given and be responsible for storing and securing valuables.
7. Refrain from giving any cash, gift certificates, loans, monetary funds of any kind or any other gifts valued at \$50 or more. Masonicare will not be responsible for repayment of funds issued in violation of this policy.

8. Sign required consents and releases for service and make timely payment of all invoices.
9. The Member understands and agrees that the Masonicare employee is not authorized to provide medical care, and will not request such medical care from the Masonicare employee.
10. The Responsible Party is responsible for all of the Member's obligations under this Agreement including making timely payment if the Responsible Party has access to this Member's funds.
11. Notify the Live Home office if you are not satisfied with your services.