§ 4608. Contracts. A continuing care retirement contract or continuing care at home contract shall contain all of the following information in no less than twelve point type and in plain language, in addition to any other terms or matter as may be required by regulations adopted by the council and issued by the superintendent:

1. The amount of all money transferred, including, but not limited to, donations, subscriptions, deposits, fees, and any other amounts paid or payable by, or on behalf of, the resident or residents or continuing care at home contract holder or holders;

2. A description of all services which are to be furnished by the operator, a description of any fees in addition to the entrance fee and periodic charges provided for in the contract, and the conditions under which the fees may be adjusted, provided that an operator shall not charge any non-refundable application fee to a prospective resident who has paid a non-refundable priority reservation agreement application fee;

3. The procedures of the community relating to a resident's or contract holder's failure to pay the required monthly fees;

4. A statement of the figures and terms concerning the entry of a spouse to the community and the consequences if the spouse does not meet the requirements for entry;

5. A statement of the terms and conditions under which a contract may be cancelled by the operator or by a resident or contract holder and the conditions under which all or any portion of the entrance fee will be refunded by the operator, including the mandatory refund provisions set forth in sections forty-six hundred nine and forty-six hundred ten of this article;

6. a. The procedures and conditions under which a resident may be transferred from his or her living unit or home including a statement that, at the time of transfer, the resident will be given the reasons for the transfer; the process by which a transfer decision is made; the

persons with the authority to make the decision to transfer; a description of any change in charges to be paid by the resident for services not covered by the contract fees as a result of the transfer; and a statement regarding the disposition of and the right to return to the living unit in cases of temporary and permanent transfers.

b. For continuing care retirement contracts, the circumstances under which a living unit may be considered vacant and eligible for transfer or resale to a new resident, either due to the permanent transfer of a resident to the community's nursing or other specialized facility or due to the permanent transfer of a resident to a hospital or other facility outside of the community; provided, however, that nothing therein shall relieve a community from its obligations to provide or to insure provision of all contractually required care pursuant to the terms of a continuing care retirement contract. Should a resident's chronic condition require placement in a more specialized chronic care facility that provides services beyond those provided through the community's nursing facility, the liability of the community pursuant to the terms of a continuing care retirement contract shall be equal to the current per diem rate of the nursing facility minus the pro rata apportionment of the resident's monthly fee for the period of care required by the contract. Nothing herein shall obligate a continuing care retirement community which does not have a life care contract with a resident to provide or pay for a level of nursing facility services nor for any duration beyond what is specifically described in its continuing care retirement contract with that resident. This section shall not affect the operator's obligation under subdivision two of section forty-six hundred twenty-four of this article;

7. For continuing care retirement contracts, a statement that, if the resident dies prior to occupancy date or, through illness, injury, or incapacity is precluded from becoming a resident under the terms of the contract, the contract is automatically rescinded and the resident or his or her legal representative shall receive a full refund of all moneys paid to the facility, except for those costs specifically incurred by the facility at the request of the resident and set forth in writing in a separate addendum, signed by the parties to the contract;

8. For continuing care at home contracts, a statement that, if the resident dies prior to the effective start date of services or, through illness, injury, or incapacity is precluded from meeting the eligibility terms of the contract, the contract is automatically rescinded and the resident or his or her legal representative shall receive a full refund of all moneys paid to the facility, except for those costs specifically incurred by the facility at the request of the resident and set forth in writing in a separate addendum, signed by the parties to the contract;

9. For continuing care retirement contracts, a statement of the conditions under which all or any portion of the entrance fee will be released to the operator before the living unit becomes available for occupancy, and a statement of the conditions under which all or any portion of that fee will be refunded in the event of the death of the resident and/or spouse following occupancy of a living unit, including the mandatory refund provisions set forth in section forty-six hundred nine of this article;

10. A statement of the advance notice to be provided the resident or contract holder, of not less than sixty days, of any change in fees or charges or scope of care or services;

11. A statement that no act, agreement, or statement of any resident or contract holder, or of an individual purchasing care for a resident or contract holder under any agreement to furnish care to the resident or contract holder, shall constitute a valid waiver of any provision of this article or of any regulation enacted pursuant thereto intended for the benefit or protection of the resident or contract holder or the individual purchasing care for the resident or contract holder;

12. For continuing care retirement contracts, a description of the reinstatement policies if a resident leaves the facility or the contract is cancelled; and for continuing care at home contracts, a description of policies if the home resident relocates their private residence or the contract is cancelled.

13. A statement that internal procedures to resolve disputes and grievances have been established, and residents and contract holders notified of them;

14. A statement of the grace period, if any, for the payment of periodic fees without a penalty, and the extent of any penalty for the late payment thereof;

15. A statement that: a. the resident or contract holder, as applicable shall, if eligible, enroll in medicare parts a and b or the equivalent and shall continue to maintain that coverage, together with medicare supplement coverage at least equivalent in benefits to those established by the superintendent as minimum benefits for medicare supplement policies;

b. if the resident or contract holder fails to maintain medicare coverage and a medicare supplement coverage, or is ineligible for such coverage and fails to purchase the equivalent of such coverage, the community shall purchase the coverage or equivalent coverage on behalf and at the expense of the resident or contract holder and shall have the authority to require an appropriate adjustment in payments by the resident or contract holder to the community;

c. if the community cannot purchase medicare coverage and medicare supplement coverage or the equivalent, the community shall have the authority to require an adjustment in monthly fees, subject to the approval of the superintendent, to fund the additional risk to the facility; and

d. if the resident or contract holder fails to purchase or maintain medicare coverage and medicare supplement coverage or the equivalent, and the community has not purchased such coverage, the community will be responsible for any expenses which would have been covered by medicare and medicare supplement coverage. The community may add the amount of such expenses to the resident's or contract holder's monthly fees.

16. A statement that any amendment to the contract and any change in

fees or charges, other than those within the guidelines of an approved rating system, must be approved by the superintendent of financial services;

17. A statement that property shall not be substituted as payment for either the entrance fee or monthly fee;

18. A statement describing the method by which the community will determine priority for access to available adult care facility or nursing facility beds between a continuing care retirement contract holder and a continuing care at home contract holder;

19. For continuing care retirement contracts, a statement whether the continuing care retirement contract includes any ownership, beneficial or trust interest in the assets of the operator, the assets of the facility, or both. Assets shall include, but are not limited to, property, trusts, reserves, interest and other assets; and

20. Continuing care at home contracts shall include the following:

a. a statement describing the circumstances under which a contract holder may move into a campus independent living unit, adult care facility or nursing home;

b. a statement as to whether and under what circumstances transportation will be provided to continuing care at home contract holders;

c. a statement describing the mechanism for monitoring continuing care at home contract holders;

d. a statement describing the method by which the community will determine priority for access to available ILUs between a continuing care at home contract holder who wishes to convert the contract to a continuing care retirement contract and a continuing care retirement contract holder;

e. a statement describing any applicable geographical limits of the continuing care at home services, and the policy that will be followed in the event that a continuing care at home contract holder relocates to a different residence outside the geographical limits covered by the continuing care at home contract; and

f. a statement describing any applicable policy that would entitle a continuing care at home contract holder to select adult care facility or skilled nursing facility placement in a facility that is not part of the continuing care retirement community.