

(4) A STATEMENT OF FINANCIAL FEASIBILITY FOR THE PROPOSED PROJECT WHICH SHALL INCLUDE A STATEMENT OF FUTURE FUNDING SOURCES.

(C) PROVIDERS MAY COLLECT DEPOSITS FROM PROSPECTIVE MEMBERS, PROVIDED THAT A FEASIBILITY STUDY HAS BEEN APPROVED BY THE OFFICE ON AGING AND THAT FUNDS COLLECTED ARE MAINTAINED IN AN ESCROW ACCOUNT.

(D) ONCE A CERTIFICATE OF REGISTRATION HAS BEEN ISSUED, THE PROVIDER MAY USE THE FUNDS HELD IN ESCROW UNLESS OTHERWISE PROHIBITED BY THIS ACT. IF NO CERTIFICATE OF REGISTRATION IS ISSUED WITHIN 24 MONTHS OF FILING OF THE FEASIBILITY STUDY, OR SUCH LONGER TIME AS IS ALLOWED BY THE OFFICE ON AGING FOR GOOD CAUSE SHOWN, THE OFFICE SHALL REQUIRE THE PERSON TO REFUND ALL DEPOSITS AND TO CEASE IN ITS ATTEMPTS TO OFFER CONTINUING CARE AT THE LOCATION SPECIFIED IN THE FEASIBILITY STUDY.

12.

NO RECORDS OR ASSETS OF THE PROVIDER RELATED TO THE OPERATION OF THE FACILITY AND THE PROVISION OF SERVICES UNDER THE CONTINUING CARE AGREEMENT SHALL BE REMOVED FROM THIS STATE BY A PROVIDER UNLESS THE OFFICE CONSENTS IN WRITING TO SUCH REMOVAL. SUCH CONSENT SHALL BE BASED UPON THE PROVIDER SUBMITTING SATISFACTORY EVIDENCE THAT THE REMOVAL WILL FACILITATE AND MAKE MORE ECONOMICAL THE OPERATIONS OF THE PROVIDER AND WILL NOT DIMINISH THE SERVICE OR PROTECTION THEREAFTER TO BE GIVEN THE PROVIDER'S SUBSCRIBERS IN THIS STATE.

13.

(A) IN ADDITION TO SUCH OTHER PROVISIONS AS MAY BE CONSIDERED PROPER TO EFFECTUATE THE PURPOSE OF ANY CONTINUING CARE AGREEMENT, EACH AGREEMENT EXECUTED BETWEEN A SUBSCRIBER AND A PROVIDER SHALL:

(1) SHOW THE TOTAL CONSIDERATION PAID BY THE SUBSCRIBER FOR CONTINUING CARE INCLUDING THE VALUE OF ALL PROPERTY TRANSFERRED, DONATIONS, ENTRANCE FEES, SUBSCRIPTIONS, MONTHLY FEES, AND ANY OTHER FEES PAID OR PAYABLE BY OR ON BEHALF OF A SUBSCRIBER.

(2) SPECIFY ALL SERVICES SUCH AS FOOD, SHELTER, MEDICAL CARE, OR NURSING CARE, OR OTHER HEALTH SERVICES, WHICH ARE TO BE PROVIDED BY THE PROVIDER TO EACH SUBSCRIBER, INCLUDING IN DETAIL ALL ITEMS WHICH EACH SUBSCRIBER WILL RECEIVE, WHETHER THE ITEMS WILL BE PROVIDED FOR A DESIGNATED TIME PERIOD OR FOR LIFE. THE CONTRACT SHALL DESIGNATE THE CLASSES OF SUBSCRIBERS, IF ANY.

(3) DESCRIBE THE PROCEDURES TO BE FOLLOWED BY THE PROVIDER WHEN THE PROVIDER TEMPORARILY OR PERMANENTLY CHANGES THE SUBSCRIBER'S ACCOMMODATION WITHIN THE FACILITY

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